



**VILLAGE OF MT. ZION**  
Mayor and Village Board of Trustees  
Agenda  
**Monday, March 18, 2024**  
**5:15 p.m.**  
**1400 Mt. Zion Parkway**  
**Mt. Zion, IL 62549**

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Public Forum** – This is a meeting of the Mayor and the Village Board and is open to the public. At this time, the public will have the opportunity to express their views to the Board members. Comments will be limited to three (3) minutes.

**Consent Agenda:**

- a) Agenda
- b) Minutes – February 20, 2024
- c) Fund Warrants – March 18, 2024
- d) Treasurer's Report – February 2024

**Old Business: None**

**New Business:**

- 1) Consideration and action on Ordinance No. 2024-7 An Ordinance to Direct the Sale of Vacant Residential Property, Baltimore Avenue, Mt. Zion, Macon County, Illinois
- 2) Consideration and action on Ordinance No. 2024-8 An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion, Macon County, Illinois and JCG Midwest, Inc.
- 3) Consideration and action on Ordinance No. 2024-9 An Ordinance Authorizing the Sale of Surplus Equipment
- 4) Consideration and action on Resolution No. 2024-6 A Resolution Approving a Dedication of Right of Way for "Magnolia Way" Within the Village
- 5) Consideration and action on Ordinance No. 2024-10 An Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement – Industrial Corridor Additions
- 6) Consideration and action on Ordinance No. 2024-11 An Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement – Main Place Properties
- 7) Administrator & Staff Items
- 8) Mayor & Trustee Items
- 9) Executive Session
  - Section 2(c)(1) – The appointment, employment, compensation, discipline, performance, or dismissal of specific employee of the public body or legal counsel for the public body
  - Section 2(c)(2) – Collective Bargaining
  - Section 2(c)(5) – The purchase or lease of real property for the use of the public body
  - Section 2(c)(6) – The setting of a price for sale or lease of property owned by the public body
- 8) Adjournment

VILLAGE BOARD OF TRUSTEES  
MEETING MINUTES  
February 20, 2024  
5:15 p.m.

Mayor Pro-Tem Scales called the Meeting of the Mt. Zion Village Board of Trustees to order at 5:15 p.m. in the Village Hall Board Room. The following Board Members were present for roll call: Randy Doty, Chris Siudyla, and Phil Tibbs. Also present were Chief of Police, Adam Skundberg, Parks and Recreation Director, Tiffany Wilson, Event Coordinator, Tiffany Streibich, and Village Treasurer, Corey McKenzie. Mayor Lucas Williams, Trustee Wendy Kernan, and Trustee Nate Patrick were absent.

Pledge of Allegiance

Public Forum: One (1) person was present and did not wish to address the Board at this time.

Consent Agenda: A motion was made by Trustee Doty to approve the Consent Agenda as presented, seconded by Trustee Siudyla. A breakdown of Fund Warrants for the period ending February 20, 2024, is as follows: General Fund - \$171,287.84, Special Revenue Fund - \$6,242.00, Motor Fuel Tax - \$542.37, Rt. 121 TIF District II - \$14,948.14, Business Development District - \$58,419.89, Water Revenue Fund - \$124,499.24, and Sewer Revenue Fund - \$65,708.38. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Consideration and action on Resolution No. 2024-1 Authorizing the Amendment of An Investment Policy in Accordance with the Local Government Investment Policy Act for the Village of Mt. Zion: Treasurer McKenzie presented Resolution No. 2024-1 authorizing an amendment for the Investment Policy for the Village of Mt. Zion. The biggest proposed change to the policy allows staff to better invest idle funds while remaining in compliance with their own policy. Under the previous policy, staff could only invest up to 50% of the total investment portfolio with one single financial institution. The updated policy removes pooled Government investment funds, such as IMET or Illinois Funds, from the equation allowing staff to take advantage of higher interest rates.

A motion was made by Trustee Siudyla to approve Resolution No. 2024-1 Authoring the Amendment of An Investment Policy in Accordance with the Local Government Investment Policy Act for the Village of Mt. Zion as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Resolution No. 2024-2 A Resolution for Maintenance Under the Illinois Highway Code – Motor Fuel Tax: Treasurer McKenzie presented for consideration Resolution No. 2024-2 for the 2024 Motor Fuel Tax Program. This resolution is a requirement of IDOT to authorize expenditures from the Motor Fuel Tax Fund. This resolution includes street patching, salt and sand for snow and ice removal, street sweeping, traffic control maintenance, sign maintenance, chip and oil, and other street maintenance items such as storm sewer maintenance for calendar year 2024 for a total of \$404,028.00.

A motion was made by Trustee Tibbs to approve Resolution No. 2024-2 for Maintenance Under the Illinois Highway Code – Motor Fuel Tax as presented, seconded by Trustee Doty. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Resolution No. 2024-3 Opening of Closed Session Minutes as Authorized by the Illinois Open Meetings Act: Treasurer McKenzie presented for consideration Resolution 2024-3 authorizing the opening of closed session minutes from the meeting of October 16, 2023. The Illinois Open Meetings Act requires a review of these minutes semi-annually.

A motion was made by Trustee Siudyla to approve Resolution No. 2024-3 Opening of Closed Session Minutes as Authorized by the Illinois Open Meetings Act as presented, seconded by Trustee Doty. A roll

call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Discussion and approval on Ordinance No. 2024-4 An Ordinance Amending Chapter 32 – Traffic and Vehicles – Yield Sign at Intersection of Ashland Avenue and Alexander Drive: Treasurer McKenzie presented for consideration Ordinance No. 2024-4 amending Chapter 32 – Traffic and Vehicles. This amendment would allow the Public Works Department to install a yield sign at the intersection of Ashland Avenue and Alexander Drive.

A motion was made by Trustee Doty to approve Ordinance No. 2024-4 Amending Chapter 32 – Traffic and Vehicles as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Ordinance No. 2024-5 An Ordinance Declaring a Surplus Revenue in the Mt. Zion Route 121 TIF District II Special Tax Allocation Fund for Tax Year 2022 Payable in 2023: Treasurer McKenzie presented for consideration Ordinance No. 2024-5 declaring a surplus revenue as required by the IGA adopted with the Mt. Zion Route 121 TIF District II. Under the IGA, 75% of the tax revenue generated from “Pre-existing Single-Family Residential Properties” and 10% of the tax revenue generated from all other properties in the TIF District is to be declared surplus and returned to Macon County to redistribute to the taxing bodies. The surplus amount this year was \$89,100.99.

A motion was made by Trustee Siudyla to approve Ordinance No. 2024-5 Declaring Surplus Revenue in the Mt. Zion Route 121 TIF District II Special Tax Allocation Fund and Authorizing Payment of that Surplus Revenue to the Macon County Treasurer for Distribution to Affected Taxing Districts on a Pro-Rata Basis for Tax Year 2022 Payable 2023 as presented, seconded by Trustee Doty. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Ordinance No. 2024-6 An Ordinance Amending Chapter 18, Article III – Solicitors Provisions: Chief Skundberg presented for consideration Ordinance No. 2024-6 amending Chapter 18, Article III – Solicitors Provisions. This Amendment will limit solicitation hours from 9 am to 7 pm (or sunset, whichever comes first) from Monday through Friday. Saturday and Sunday’s hours would be from 9 am to 2 pm. The amendment also allows for a “No Knock Registry” for residents to give prior notice to the police department that they wish to not be approached by solicitors.

A motion was made by Trustee Tibbs to approve Ordinance No. 2024-6 Amending Chapter 18, Article III – Solicitors Provisions as presented, seconded by Trustee Doty. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Resolution No. 2024-4 Approving and Authorizing the Execution of a Local Agency Engineering Services Agreement Between Farnsworth Group, Inc. and the Village of Mt. Zion, Macon County, Illinois: Treasurer McKenzie presented for consideration Resolution No. 2024-4 authorizing the execution of and Engineering Services Agreement with Farnsworth Group, Inc. for the ITEP Harry Land Bike Path Project. This supplemental agreement reflected an increase of \$4,587 to the original agreement that was caused by IDOT approval delays.

A motion was made by Trustee Siudyla to approve Resolution No. 2024-4 Approving and Authorizing the Execution of a Local Agency Engineering Services Agreement Between Farnsworth Group, Inc. and the Village of Mt. Zion, Macon County, Illinois as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Consideration and action on Resolution No. 2024-5 for Improvement Under the Illinois Highway Code – ITEP Grant: Treasurer McKenzie presented for consideration Resolution No. 2024-5 authorizing the use of Motor Fuel Tax Funds for their share of the Phase 2 design engineering and Phase 3 construction engineering and professional services for the ITEP Harry Land Bike Path Project. This Resolution included the escalated fees approved in Resolution 2024-4.

A motion was made by Trustee Tibbs to approve Resolution No. 2024-5 for Improvement Under the Illinois Highway Code in the amount of \$9,078 as presented, seconded by Trustee Doty. A roll call vote was taken: Doty-yea, Siudyla-yea, Scales-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent

Administrator & Staff Items:

Event Coordinator Streibich updated the Board of the upcoming craft show.

Treasurer McKenzie reported there was a job opening at the Public Works Department and staff would begin the process of finding a suitable candidate.

Mayor & Trustee Items:

None

Adjournment: A motion was made by Trustee Doty to adjourn the February 20, 2024 Village Board meeting, seconded by Trustee Siudyla. A voice vote was unanimous; motion carried. The meeting was adjourned at 5:38 p.m.

Respectfully submitted,

Corey McKenzie  
Village Treasurer



Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Fund Warrants

DT: March 15, 2024

Attached is a list of Fund Warrants for the period ending March 18, 2024. The total of all Fund Warrants for the period is \$320,591.19. It is recommended that the Fund Warrants be approved for payment.

Proposed Motion:

Approval of the Fund Warrants for the period ending March 18, 2024.

## VILLAGE OF MT. ZION

Payment Approval Report - Village Board  
Report dates: 3/1/2024-3/31/2024Page: 1  
Mar 15, 2024 11:17AM

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
BLUE CROSS-BLUE SHIELD	01.11.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	1,527.37
DEARBORN LIFE INSURANCE CO.	01.11.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	102.80
NELSON'S TERMITE & PEST CONTRO	01.11.511 R & M BUILDING	MONTHLY PEST CONTROL	247454	40.85
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	SMALL CLAIMS - LOWE	7207	159.00
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	GENERAL LEGAL	7208	1,457.00
G.R.I.T.Y.S.	01.11.536 JANITORIAL SERVICES	JANITORIAL	983888	460.00
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.74
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
MCC NETWORK SERVICES, LLC	01.11.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	1000140998	144.52
ARTHUR PUBLISHING	01.11.554 PRINTING AND PUBLICATIO	BUSINESS DIRECTORY	02/29/2024	40.00
TOM DAY BUSINESS MACHINES	01.11.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	90036	12.45
TOSHIBA FINANCIAL SERVICES	01.11.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	35940140	68.20
C.O.P.S.	01.11.561 FEES	ON-SITE PAPER SHREDDING	147330	68.93
STALEY CREDIT UNION	01.11.561 FEES	GOOGLE EMAIL FEE	VOFMTZ 03/18	273.60
STALEY CREDIT UNION	01.11.561 FEES	LASTPASS SUBSCRIPTION	VOFMTZ 03/18	36.00
MCKENZIE, COREY	01.11.562 TRAVEL	MILEAGE REIMBURSEMENT	03/18/2024	63.92
STALEY CREDIT UNION	01.11.562 TRAVEL	HOTEL - TRAINING CONFERENCE	VOFMTZ 03/18	325.52
STALEY CREDIT UNION	01.11.563 TRAINING	TRAINING	VOFMTZ 03/18	66.28
STALEY CREDIT UNION	01.11.563 TRAINING	SECURITY AWARENESS TRAINING	WILSON 03/18/	154.16
STALEY CREDIT UNION	01.11.565 DUES AND SUBSCRIPTION	NEWSPAPER SUBSCRIPTION	VOFMTZ 03/18	19.99
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	1002 03/18/202	67.02
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3026 03/18/202	239.58
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3027 03/18/202	184.05
CONSTELLATION ENERGY SVS., INC.	01.11.571 UTILITIES	UTILITIES	3964049	191.06
CONSTELLATION ENERGY SVS., INC.	01.11.571 UTILITIES	UTILITIES	3987455	46.21
ROGARDS	01.11.651 OFFICE SUPPLIES	OFFICE SUPPLIES	049941-00	72.42
STALEY CREDIT UNION	01.11.652 OTHER SUPPLIES	MISC. SUPPLIES	MCKENZIE 03/	112.58
STALEY CREDIT UNION	01.11.652 OTHER SUPPLIES	MISC. SUPPLIES	VOFMTZ 03/18	49.99
INTEGRITY TECHNOLOGY SOLUTION	01.11.831 EQUIPMENT	NEW DESKTOP - BUDGET ITEM	218446	1,331.50
INTEGRITY TECHNOLOGY SOLUTION	01.11.831 EQUIPMENT	NEW DESKTOP - BUDGET ITEM	218745	425.00
STALEY CREDIT UNION	01.11.831 EQUIPMENT	COMPUTER MONITOR	VOFMTZ 03/18	1,173.00
Total ADMINISTRATION:				9,218.74
BLUE CROSS-BLUE SHIELD	01.16.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	953.54
DEARBORN LIFE INSURANCE CO.	01.16.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	11.06
Total PLAN/ZONING DEPARTMENT:				964.60
BLUE CROSS-BLUE SHIELD	01.21.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	19,457.28
CLARK, KELLY DDS	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	02/28/2024	54.00
CLARK, KELLY DDS	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/06/2024	309.60
CLARK, KELLY DDS	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	2/28/2024	121.00

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
DEARBORN LIFE INSURANCE CO.	01.21.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	164.45
MIDWEST DENTAL	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	2/19/2024	157.00
RAY O'HERRON CO., INC.	01.21.471 UNIFORMS	UNIFORMS	2329385	179.98
STALEY CREDIT UNION	01.21.471 UNIFORMS	UNIFORMS	SKUNDBERG	34.99
DETECTION SECURITY COMPANY	01.21.511 R/M BUILDINGS	ALARM SERVICE CALL	193305	90.75
DETECTION SECURITY COMPANY	01.21.511 R/M BUILDINGS	ALARM INSPECTION	193306	123.00
NELSON'S TERMITE & PEST CONTRO	01.21.511 R/M BUILDINGS	MONTHLY PEST CONTROL	247454	40.83
DUST AND SON OF MACON COUNTY	01.21.512 R/M EQUIPMENT	BATTERY - SQUAD CAR	S17-808144	168.67
BEN TIRE DISTRIBUTORS. LTD	01.21.513 R/M VEHICLES	NEW TIRES - SQUAD CAR	1060660924	540.00
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	CAR WASHES - SQUAD CAR	558	49.00
ROBERTSON TIRE & AUTO	01.21.513 R/M VEHICLES	MOUNT BALANCE TIRES - SQUAD CAR	11014	160.00
FEATHERSTUN, GAUMER, STOCKS, F	01.21.533 LEGAL	GENERAL LEGAL	7208	517.00
INTEGRITY TECHNOLOGY SOLUTION	01.21.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
MCC NETWORK SERVICES, LLC	01.21.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	548.08
VERIZON WIRELESS	01.21.552 TELEPHONE/INTERNET	PD WIRELESS	9957816951	325.78
MOTOROLA SOLUTIONS - STARCOM2	01.21.553 RADIO COMMUNICATIONS	STARCOMM	824842024020	621.00
MACON CO. ANIMAL CONTROL	01.21.561 FEES	ANIMAL CONTROL FEES	R24-028252	89.00
MOTOROLA SOLUTIONS INC.	01.21.561 FEES	ANNUAL DEVICE LICENSE	1411069380	243.75
RAY O'HERRON CO., INC.	01.21.563 TRAINING	MISC. EQUIPMENT	2329385	112.38
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	3691 03/18/202	45.06
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4178 03/18/202	132.86
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4817 03/18/202	555.14
AMEREN ILLINOIS	01.21.571 UTILITIES	TORNADO SIREN	56333 03/18/20	44.08
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	5856 03/18/202	44.92
BODINE ELECTRIC OF DECATUR	01.21.571 UTILITIES	GENERATOR REPAIR	607815	2,182.32
CONSTELLATION ENERGY SVS., INC.	01.21.571 UTILITIES	UTILITIES	3964049	333.85
CONSTELLATION ENERGY SVS., INC.	01.21.571 UTILITIES	UTILITIES	3987455	68.80
STALEY CREDIT UNION	01.21.652 OTHER SUPPLIES/EQUIPM	MISC. SUPPLIES	SKUNDBERG	82.67
STALEY CREDIT UNION	01.21.654 MISCELLANEOUS	MISC. SUPPLIES	SKUNDBERG	9.99
EVERGREEN FS #15	01.21.655 GASOLINE AND OIL	FUEL	4741484 3/18/2	733.01
STALEY CREDIT UNION	01.21.820 BUILDING	OFFICE SUPPLIES	SKUNDBERG	165.90
CDS OFFICE TECHNOLOGIES	01.21.831 EQUIPMENT	DOCKING STATION - SQUAD CAR COMP.	INV1599197	856.82
Total POLICE DEPARTMENT:				29,378.67
BLUE CROSS-BLUE SHIELD	01.41.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	4,122.76
DEARBORN LIFE INSURANCE CO.	01.41.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	30.59
DENTAL PROFESSIONALS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/06/2024	47.73
ELGER, ANTHONY DMD	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/01/2024	375.00
KENNEY'S ACE HARDWARE	01.41.511 R/M BUILDING	MISC. SUPPLIES	177111	25.23
STALEY CREDIT UNION	01.41.511 R/M BUILDING	CABINETS - PW OFFICE REMODEL	DREYNOLDS	509.70
ALTORFER INC.	01.41.512 R/M EQUIPMENT	FILTERS - END LOADER	PC000312328	641.94
ALTORFER INC.	01.41.512 R/M EQUIPMENT	PORTABLE GENERATOR SERVICE	WO430067591	778.55

VILLAGE OF MT. ZION

Payment Approval Report - Village Board

Report dates: 3/1/2024-3/31/2024

Page: 3  
Mar 15, 2024 11:17AM

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
PARIS MACHINE	01.41.512 R/M EQUIPMENT	SALT SPREADER PARTS	16316	662.89
INTERSTATE BILLING SERVICE, INC.	01.41.513 R/M VEHICLES	TRUCK 9 REPAIRS	3036214436	1,785.14
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	SHOP SUPPLIES	S17-806288	74.71
ESSENCE CHEMICAL COMPANY, LLC	01.41.514 R/M SYSTEM	MISC. SUPPLIES	5006	779.78
JOHN DEERE FINANCIAL	01.41.514 R/M SYSTEM	MISC. SUPPLIES	03/18/2024	154.49
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	SHOP SUPPLIES	177242	23.02
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	SHOP SUPPLIES	177312	29.44
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	SHOP SUPPLIES	177551	31.06
LAWSON PRODUCTS, INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	177614	62.06
LAWSON PRODUCTS, INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	9311303284	89.77
LAWSON PRODUCTS, INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	9311348267	408.79
LOURASH & MAHANNAH EXCAVATION	01.41.514 R/M SYSTEM	SHOP SUPPLIES	9311366962	94.44
INTEGRITY TECHNOLOGY SOLUTION	01.41.514 R/M SYSTEM	EQUIPMENT RENTAL	I240305174	3,040.00
INTEGRITY TECHNOLOGY SOLUTION	01.41.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
MCC NETWORK SERVICES, LLC	01.41.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
VERIZON WIRELESS	01.41.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	419.05
TOM DAY BUSINESS MACHINES	01.41.552 TELEPHONE/INTERNET	PW ON CALL PHONE	9957816951	42.23
KLEIN, JORDAN T.	01.41.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	90036	32.53
AMEREN ILLINOIS	01.41.561 FEES	MAILBOX REIMBURSEMENT	03/18/2024	70.89
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	0029 03/18/202	291.43
CONSTITUTION ENERGY SVS., INC.	01.41.571 UTILITIES	UTILITIES	0653 03/18/202	376.32
CONSTITUTION ENERGY SVS., INC.	01.41.571 UTILITIES	UTILITIES	3964049	930.84
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	3987455	206.14
SHELBY ELECTRIC COOPERATIVE	01.41.572 STREET LIGHTING	STREET LIGHTING	56333 03/18/20	2,150.97
LAWSON PRODUCTS, INC.	01.41.572 STREET LIGHTING	STREET LIGHTING	1550200 03/18/	94.28
SLOAN IMPLEMENT	01.41.652 OTHER SUPPLIES	SHOP SUPPLIES	9311240315	12.06
STALEY CREDIT UNION	01.41.652 OTHER SUPPLIES	LAWN MOWER SERVICE SUPPLIES	3404762	196.16
EVERGREEN FS #15	01.41.655 GASOLINE AND OIL	OFFICE FURNITURE	CREYNOLDS	1,945.18
SMART COATINGS, LLC	01.41.820 BUILDING	FUEL	4741484 3/18/2	502.77
KRAFT CONCRETE, INC.	01.41.860 STREET/SIDEWALKS	FLOOR COATINGS - OFFICE	1222	6,927.50
MID-ILLINOIS CONCRETE, INC.	01.41.860 STREET/SIDEWALKS	CONCRETE REPAIRS - NORTH MAIN STREET	83	16,491.50
		CONCRETE - NORTH MAIN STREET	273689	962.50
Total STREET DEPARTMENT:				45,725.15
BLUE CROSS-BLUE SHIELD	01.51.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	2,707.37
DEARBORN LIFE INSURANCE CO.	01.51.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	25.31
DENTAL PROFESSIONALS	01.51.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/06/2024	47.73
B & B GLASS, INC.	01.51.511 R & M BUILDING	DOOR REPAIR	24051	235.00
BARBECK COMMUNICATIONS GROUP	01.51.511 R & M BUILDING	SECURITY CAMERA REPAIRS	153000944-1	632.50
DETECTION SECURITY COMPANY	01.51.511 R & M BUILDING	ALARM SERVICE	193271	184.75
KENNEY'S ACE HARDWARE	01.51.511 R & M BUILDING	PAINT SUPPLIES - REC CENTER	177411	264.56
KENNEY'S ACE HARDWARE	01.51.511 R & M BUILDING	PAINT SUPPLIES - REC CENTER	177508	202.48

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
MENARDS	01.51.511 R & M BUILDING	REC CENTER REMODEL SUPPLIES	54043	641.26
NELSON'S TERMITE & PEST CONTRO	01.51.511 R & M BUILDING	MONTHLY PEST CONTROL	247454	40.83
CINTAS CORPORATION #396	01.51.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4183990950	241.31
G.R.I.T.Y.S.	01.51.536 JANITORIAL SERVICES	JANITORIAL	983888	750.00
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
ON THE MOVE PROMOTIONS, LLC	01.51.550 FLETCHER PARK EVENTS	DEPOSIT - BLUE RIBBON NIGHT BAND	BRN 2024	500.00
MCC NETWORK SERVICES, LLC	01.51.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	703.52
TOM DAY BUSINESS MACHINES	01.51.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	90036	12.45
TOSHIBA FINANCIAL SERVICES	01.51.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	35940140	68.20
DECATUR PARK DISTRICT	01.51.561 FEES	2024 SRA CONTRIBUTION	65132	5,000.00
DETECTION SECURITY COMPANY	01.51.561 FEES	ALARM ANNUAL FEE	193293	180.00
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	0027 03/18/202	144.23
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	1046 03/18/202	1,760.28
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	2419 03/18/202	35.14
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	5019 03/18/202	327.91
CONSTELLATION ENERGY SVS., INC.	01.51.571 UTILITIES	UTILITIES	3964049	429.76
CONSTELLATION ENERGY SVS., INC.	01.51.571 UTILITIES	UTILITIES	3987455	79.33
GARVER FEEDS	01.51.629 MAINT. PARK SUPPLIES	GRASS SEED/FERTILIZER	8032	878.68
KENNEY'S ACE HARDWARE	01.51.629 MAINT. PARK SUPPLIES	TREE PLAQUES	177338	17.07
ROGARDS	01.51.651 OFFICE SUPPLIES	OFFICE SUPPLIES	049941-00	72.42
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	CRAFTER'S PARADISE SUPPLIES	WILSON 03/18/	149.68
SMART COATINGS, LLC	01.51.820 BUILDING	FLOOR COATING - REC CENTER	1244	17,425.00
IMAGINE NATION, LLC	01.51.831 EQUIPMENT	SPLASH PAD FEATURE - BUDGET ITEM	1066	7,054.15
Total PARKS AND RECREATION:				41,116.63
BLUE CROSS-BLUE SHIELD	01.54.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	3,037.70
DEARBORN LIFE INSURANCE CO.	01.54.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	12.65
IVEY, TIFFANY	01.54.451 HEALTH/LIFE/DENTAL	2024 HRA REIMBURSEMENT	03/18/2024	1,425.00
DUNKER ELECTRIC SUPPLY	01.54.511 R & M BUILDING	EMERGENCY LIGHTS	124015-1	49.18
NELSON'S TERMITE & PEST CONTRO	01.54.511 R & M BUILDING	MONTHLY PEST CONTROL	247454	40.83
AIRWELD	01.54.512 R & M EQUIPMENT	CYLINDER LEASE	00610256	108.00
PRO-TAP	01.54.512 R & M EQUIPMENT	BEER LINES CLEANED	114160	40.00
PRO-TAP	01.54.512 R & M EQUIPMENT	BEER LINES CLEANED	936360	40.00
CINTAS CORPORATION #396	01.54.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4183991156	926.64
G.R.I.T.Y.S.	01.54.536 JANITORIAL SERVICES	JANITORIAL	983888	1,140.00
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
STALEY CREDIT UNION	01.54.549 CONTRACTUAL SERVICES	EVENT LAYOUT SOFTWARE SUBSCRIPTION	STREIBICH 03/	1,044.00
MCC NETWORK SERVICES, LLC	01.54.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	144.52
LAMAR COMPANIES	01.54.554 PRINTING AND PUBLICATIO	ADVERTISEMNT	115677600	900.00
TOM DAY BUSINESS MACHINES	01.54.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	90036	12.45



Vendor Name	Vendor & GL Account		Description	Invoice Number	Invoice Amount
TOSHIBA FINANCIAL SERVICES	01.54.554	PRINTING AND PUBLICATION	TOSHIBA COPIER LEASE	35940140	68.20
AMEREN ILLINOIS	01.54.571	UTILITIES	UTILITIES	1002 03/18/202	67.04
AMEREN ILLINOIS	01.54.571	UTILITIES	UTILITIES	3026 03/18/202	239.58
CONSTELLATION ENERGY SVS., INC.	01.54.571	UTILITIES	UTILITIES	3964049	191.06
CONSTELLATION ENERGY SVS., INC.	01.54.571	UTILITIES	UTILITIES	3987455	46.21
ROGARDS	01.54.652	OTHER SUPPLIES	OFFICE SUPPLIES	049941-00	72.42
STALEY CREDIT UNION	01.54.652	OTHER SUPPLIES	MISC. SUPPLIES	STREIBICH 03/	18.29
SYSCO CENTRAL ILLINOIS	01.54.652	OTHER SUPPLIES	MISC. SUPPLIES	294815281	119.95
SYSCO CENTRAL ILLINOIS	01.54.652	OTHER SUPPLIES	MISC. SUPPLIES	294818145	59.99
KENNEY'S ACE HARDWARE	01.54.653	SMALL EQUIPMENT	MISC. SUPPLIES	177268	32.35
Total CONVENTION CENTER:					
					10,141.77
MYHB, P.C.	11.11.531	ACCOUNTING/AUDITING	FY23 FINANCIAL STATEMENTS - PROGRESS BILLING	MZION 03/18/2	13,000.00
Total AUDIT:					
					13,000.00
AMEREN ILLINOIS	15.75.852	OTHER SYSTEM IMPROVE	TRAFFIC LIGHTS	56333 03/18/20	542.37
DUNN COMPANY	15.75.852	OTHER SYSTEM IMPROVE	COLD PATCH	10464	183.35
Total MOTOR FUEL TAX:					
					725.72
LEWIS PROPERTY DEVELOPMENT, LL	36.75.915	REDEVELOPMENT AGREE	LEWIS PROPERTY REDEVELOPMENT	03/18/2024	15,000.00
Total BDD:					
					15,000.00
MARTIN ENGINEERING COMPANY	38.73.532	ENGINEERING	ENGINEERING - VILLAGE WEST ENTRANCE/TRAFFIC SIGNALS	10455	1,950.00
Total RT. 121 TIF DISTRICT II:					
					1,950.00
COX, INGRID	51.42.389	OTHER REVENUES	COLLECTIONS REPAYMENT - LANDLORD	03/18/2024	51.32
Total :					
					51.32
BLUE CROSS-BLUE SHIELD	51.42.451	HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	11,503.31
CLARK, KELLY DDS	51.42.451	HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	2-8-2024	220.00
DEARBORN LIFE INSURANCE CO.	51.42.451	HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	81.16
DENTAL PROFESSIONALS	51.42.451	HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/06/2024	47.74
ELGER, ANTHONY DMD	51.42.451	HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/01/2024	750.00
DETECTION SECURITY COMPANY	51.42.511	R/M BUILDING	ALARM INSPECTION	193679	185.00
DUNKER ELECTRIC SUPPLY	51.42.511	R/M BUILDING	PW OFFICE REMODEL	123627-1	128.52
NELSON'S TERMITE & PEST CONTROL	51.42.511	R/M BUILDING	MONTHLY PEST CONTROL	247454	40.83
STALEY CREDIT UNION	51.42.511	R/M BUILDING	CABINETS - PW OFFICE REMODEL	DREYNOLDS	509.70

Vendor Name	Vendor & GL Account		Description	Invoice Number	Invoice Amount
CONNOR COMPANY	51.42.512	R/M EQUIPMENT	MISC. SUPPLIES	S010830716.0	97.98
DUST AND SON OF MACON COUNTY	51.42.512	R/M EQUIPMENT	TRAILER SUPPLIES	S17-811028	793.42
INTERSTATE BILLING SERVICE, INC.	51.42.513	R/M VEHICLES	TRUCK 9 REPAIR PARTS	3036276723	1,795.66
IMCO UTILITY SUPPLY CO.	51.42.514	R/M SYSTEM	WATER MAIN FITTINGS	2074571-00	232.12
IMCO UTILITY SUPPLY CO.	51.42.514	R/M SYSTEM	WATER MAIN FITTINGS	3037761-00	325.00
IMCO UTILITY SUPPLY CO.	51.42.514	R/M SYSTEM	WATER MAIN FITTINGS	3037793-00	278.96
IMCO UTILITY SUPPLY CO.	51.42.514	R/M SYSTEM	WATER MAIN FITTINGS	3037793-01	96.25
INDELCO PLASTICS CORPORATION	51.42.514	R/M SYSTEM	FITTINGS - PUMP HOUSE	INV445961	110.65
MARTIN ENGINEERING COMPANY	51.42.532	ENGINEERING	ENGINEERING - ANTLER CREEK WATER EXTENSION	10457	5,002.80
G.R.I.T.Y.S.	51.42.536	JANITORIAL SERVICES	JANITORIAL	983888	460.00
INTEGRITY TECHNOLOGY SOLUTION	51.42.549	CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
INTEGRITY TECHNOLOGY SOLUTION	51.42.549	CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
USIC LOCATING SERVICES, LLC	51.42.549	CONTRACTUAL SERVICES	UTILITY LOCATES	644864	1,581.54
MCC NETWORK SERVICES, LLC	51.42.552	TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	144.52
STALEY CREDIT UNION	51.42.552	TELEPHONE/INTERNET	WATER TOWER DATA PLAN	MCKENZIE 03/	24.00
VERIZON WIRELESS	51.42.552	TELEPHONE/INTERNET	HOT SPOTS/TABLET DATA	9957480735	57.02
ABT MAILCOM	51.42.554	PRINTING/PUBLICATION	UTILITY BILL PROCESSING	47936	1,003.68
TOM DAY BUSINESS MACHINES	51.42.554	PRINTING/PUBLICATION	TOSHIBA COPIER MAINTENANCE	90036	12.45
TOSHIBA FINANCIAL SERVICES	51.42.554	PRINTING/PUBLICATION	TOSHIBA COPIER LEASE	35940140	68.20
AMEREN ILLINOIS	51.42.571	UTILITIES	UTILITIES	0020 03/18/202	817.91
AMEREN ILLINOIS	51.42.571	UTILITIES	UTILITIES	1002 03/18/202	67.04
AMEREN ILLINOIS	51.42.571	UTILITIES	UTILITIES	3003 03/18/202	852.70
AMEREN ILLINOIS	51.42.571	UTILITIES	UTILITIES	3026 03/18/202	239.58
CONSTELLATION ENERGY SVS., INC.	51.42.571	UTILITIES	UTILITIES	3964049	316.48
CONSTELLATION ENERGY SVS., INC.	51.42.571	UTILITIES	UTILITIES	3987455	85.86
CITY OF DECATUR	51.42.575	WATER PURCHASES	WATER PURCHASES	42340780	66,284.88
ROGARDS	51.42.651	OFFICE SUPPLIES	OFFICE SUPPLIES	049941-00	72.42
HAWKINS, INC.	51.42.652	OTHER SUPPLIES	CHLORINE	6703482	248.72
STALEY CREDIT UNION	51.42.652	OTHER SUPPLIES	HOTEL - TRAINING CONFERENCE	VOFMTZ 03/18	325.52
USABUEBOOK	51.42.652	OTHER SUPPLIES	PH TEST SUPPLIES	INV00293800	323.35
IMCO UTILITY SUPPLY CO.	51.42.653	SMALL EQUIPMENT	EVAC PUMP	3037802-00	472.27
EVERGREEN FS #15	51.42.655	GASOLINE/OIL	FUEL	4741484 3/18/2	502.77
Total WATER:					96,465.72
BLUE CROSS-BLUE SHIELD	52.43.451	HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	03/18/2024	3,287.16
DEARBORN LIFE INSURANCE CO.	52.43.451	HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	03/18/2024	27.38
ELGER, ANTHONY DMD	52.43.451	HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	03/01/2024	375.00
CONNOR COMPANY	52.43.511	R/M BUILDINGS	PW OFFICE REMODEL	S010800187.0	10.19
CONNOR COMPANY	52.43.511	R/M BUILDINGS	PW OFFICE REMODEL	S010802639.0	367.88
MENARDS	52.43.511	R/M BUILDINGS	OFFICE REMODEL	53012	106.34
MENARDS	52.43.511	R/M BUILDINGS	OFFICE REMODEL	53148	12.99
MENARDS	52.43.511	R/M BUILDINGS	OFFICE REMODEL	53184	47.35

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
NELSON'S TERMITE & PEST CONTRO	52.43.511 R/M BUILDINGS	MONTHLY PEST CONTROL	247454	40.83
R.P. LUMBER CO., INC.	52.43.511 R/M BUILDINGS	OFFICE REPAIR SUPPLIES	2038110	54.90
STALEY CREDIT UNION	52.43.511 R/M BUILDINGS	CABINETS - PW OFFICE REMODEL	DREYNOLDS	509.70
DUST AND SON OF MACON COUNTY	52.43.514 R/M SYSTEM	PPE	S17-801443	207.60
OMNISITE	52.43.514 R/M SYSTEM	LIFT STATION DIALER SUBSCRIPTION	93638	951.00
PEERLESS	52.43.514 R/M SYSTEM	SEWER CLEAN-UP - PEARL COURT SEWER REPAIR	D24-1082-WTR	1,043.51
PINKSTON CONCRETE CONTRACTOR	52.43.514 R/M SYSTEM	CONCRETE REPAIR - PEARL COURT SEWER REPAIR	229	8,050.00
ROGERS SUPPLY COMPANY	52.43.514 R/M SYSTEM	LIFT STATION SUPPLIES	DC059431	28.31
STATE INDUSTRIAL PRODUCTS	52.43.514 R/M SYSTEM	SEWER GREASE BLOCKS	903233143	859.52
TELE SCAN, INC	52.43.514 R/M SYSTEM	LIFT STATION CLEANING	222961	3,500.00
G.R.I.T.Y.S.	52.43.536 JANITORIAL SERVICES	JANITORIAL	983888	460.00
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	219245	15.71
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	219330	290.00
MCC NETWORK SERVICES, LLC	52.43.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	10000140998	144.52
VERIZON WIRELESS	52.43.552 TELEPHONE/INTERNET	HOT SPOTS/TABLET DATA	9957480735	57.01
ABT MAILCOM	52.43.554 PRINTING AND PUBLICATIO	UTILITY BILL PROCESSING	47936	669.12
TOM DAY BUSINESS MACHINES	52.43.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	90036	12.45
TOSHIBA FINANCIAL SERVICES	52.43.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	35940140	68.20
STALEY CREDIT UNION	52.43.562 TRAVEL	HOTEL - TRAINING CONFERENCE	VOFMTZ 03/18	325.52
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	0170 03/18/202	113.80
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	1002 03/18/202	67.04
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	3026 03/18/202	239.58
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	4572 03/18/202	138.83
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	9930 03/18/202	60.81
CONSTELLATION ENERGY SVS., INC.	52.43.571 UTILITIES	UTILITIES	3964049	191.04
CONSTELLATION ENERGY SVS., INC.	52.43.571 UTILITIES	UTILITIES	3987455	46.21
DECATUR SANITARY DISTRICT	52.43.578 SEWER TREATMENT CHAR	SANITARY TREATMENT CHARGES	03/18/2024	20,309.14
ROGARDS	52.43.651 OFFICE SUPPLIES	OFFICE SUPPLIES	049941-00	72.42
EVERGREEN FS #15	52.43.655 GASOLINE AND OIL	FUEL	4741484 3/18/2	502.76
BILLITER, KEVIN	52.43.890 SEWER REHAB	SEWER REHAB GRANT	03/18/2024	1,500.00
Total SEWER:				44,763.82
SCOTT STATE BANK TRUST #263	69.82.720 BOND INTEREST	INTEREST - 2020 GO BONDS	2020 GO BON	12,089.05
Total CONVENTER CENTER B & I REPAY:				12,089.05
Grand Totals:				320,591.19

Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Treasurer's Report

DT: March 14, 2024

Presented for consideration is the February 2024 Treasurer's Report. This report is a full accounting of month-to-date revenues and expenditures as required by law.

Proposed Motion:

Approval of the attached Treasurer's Report for the month ending February 2024 as presented.

**VILLAGE OF MT. ZION  
TREASURER'S REPORT  
FOR THE MONTH OF FEBRUARY 2024**

FUNDS	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING BALANCE	NOW CHECKING	INVESTMENTS	TOTAL
GENERAL	2,896,238.36	249,760.05	350,186.94	2,795,811.47	316,362.72	2,479,448.75	2,795,811.47
AUDIT	30,419.45	60.46	-	30,479.91	14,862.26	15,617.65	30,479.91
LIABILITY INS.	37,202.04	146.59	6,242.00	31,106.63	(6,242.00)	37,348.63	31,106.63
MFT	840,681.84	22,631.04	542.37	862,770.51	87,573.56	775,196.95	862,770.51
IMRF	177,384.96	545.33	4,013.20	173,917.09	35,813.62	138,103.47	173,917.09
CROSSING GUARD	19,941.19	69.81	520.00	19,491.00	1,591.28	17,899.72	19,491.00
SOCIAL SECURITY	32,976.22	3.52	10,044.50	22,935.24	22,935.24	-	22,935.24
UNEMPLOYMENT COMP	50,144.73	191.91	-	50,336.64	1,875.92	48,460.72	50,336.64
BDD FUND	240,539.75	27,905.91	58,419.89	210,025.77	19,594.31	190,431.46	210,025.77
ROUTE 121 TIF	366,129.90	1,386.52	104,049.13	263,467.29	1,188.12	262,279.17	263,467.29
LEASE PURCHASE	19,536.66	46.99	-	19,583.65	7,680.62	11,903.03	19,583.65
2024 G.O. CAPITAL PROJECT	690,887.00	-	-	690,887.00	690,887.00	-	690,887.00
2024 G.O. B/I REPAY FUND	-	-	-	-	-	-	-
2019 B/I REPAY FUND	2,275.48	-	-	2,275.48	2,275.48	-	2,275.48
WATER FUND	477,095.15	230,621.89	170,903.36	536,813.68	123,336.45	413,477.23	536,813.68
SEWER FUND	326,498.63	56,744.75	82,100.17	301,143.21	58,541.64	242,601.57	301,143.21
CONVENTION CENTER B & I	16,847.03	-	-	16,847.03	16,847.03	-	16,847.03
2009 FLETCHER/TIF REPAY FUND	49,951.28	20,754.07	-	70,705.35	70,705.35	-	70,705.35
POLICE PENSION FUND	3,686,567.02	8,903.16	6,273.34	3,689,196.84	49,352.15	3,639,844.69	3,689,196.84
DRUG FUND	3,932.86	-	-	3,932.86	3,932.86	-	3,932.86
GAMES FUND	14,960.15	-	-	14,960.15	14,960.15	-	14,960.15
POLICE DUI FUND	20,547.03	78.51	-	20,625.54	20,625.54	-	20,625.54
CANNABIS REGULATION FUND	26,215.79	844.21	-	27,060.00	27,060.00	-	27,060.00
	<u>10,026,972.52</u>	<u>620,694.72</u>	<u>793,294.90</u>	<u>9,854,372.34</u>	<u>1,581,759.30</u>	<u>8,272,613.04</u>	<u>9,854,372.34</u>



**VILLAGE OF MT. ZION  
MONTHLY BUDGET REPORT  
FOR THE MONTH OF FEBRUARY 2024  
REVENUE SUMMARY**

<u>FUNDS</u>	<u>Month</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>Balance</u>	<u>%</u>
GENERAL	249,760.05	485,290.14	3,489,210.00	3,003,919.86	14%
AUDIT	60.46	126.37	29,000.00	28,873.63	0%
LIABILITY INS.	146.59	350.59	106,500.00	106,149.41	0%
MFT	22,631.04	50,917.33	279,000.00	228,082.67	18%
IMRF	545.33	1,128.91	47,000.00	45,871.09	2%
CROSSING GUARD	69.81	145.38	4,750.00	4,604.62	3%
SOCIAL SECURITY	3.52	7.56	133,100.00	133,092.44	0%
UNEMPLOYMENT COMP	191.91	396.73	5,800.00	5,403.27	7%
BDD FUND	27,905.91	51,381.02	344,000.00	292,618.98	15%
ROUTE 121 TIF	1,386.52	2,920.62	358,000.00	355,079.38	1%
LEASE PURCHASE	46.99	97.29	16,800.00	16,702.71	1%
2024 G.O. CAPITAL PROJECT	-	690,887.00	700,000.00	9,113.00	99%
2024 G.O. B/I REPAY FUND	-	-	247,500.00	247,500.00	0%
2019 B/I REPAY FUND	-	-	-	-	0%
WATER FUND	230,621.89	375,294.49	1,830,000.00	1,454,705.51	21%
SEWER FUND	56,744.75	113,361.19	709,000.00	595,638.81	16%
CONVENTION CENTER B & I	-	-	126,275.00	126,275.00	0%
2009 FLETCHER/TIF REPAY FUND	20,754.07	37,535.11	182,050.00	144,514.89	21%
POLICE PENSION FUND	8,903.16	6.39	333,000.00	332,993.61	0%
DRUG FUND	-	-	50.00	50.00	0%
GAMES FUND	-	-	4,000.00	4,000.00	0%
POLICE DUI FUND	78.51	428.51	2,000.00	1,571.49	21%
CANNABIS REGULATION FUND	844.21	1,603.68	8,000.00	6,396.32	20%
	<u>620,694.72</u>	<u>1,811,878.31</u>	<u>8,955,035.00</u>	<u>7,143,156.69</u>	<u>20%</u>

**VILLAGE OF MT. ZION**  
**MONTHLY BUDGET REPORT**  
**FOR THE MONTH OF FEBRUARY 2024**  
**EXPENDITURE SUMMARY**

FUNDS	Month	Year-to-Date	Budget	Balance	%
GENERAL	350,186.94	564,847.92	3,817,734.00	3,252,886.08	15%
AUDIT	-	-	29,000.00	29,000.00	0%
LIABILITY INS.	6,242.00	6,242.00	110,000.00	103,758.00	6%
MFT	542.37	1,272.14	970,000.00	968,727.86	0%
IMRF	4,013.20	6,663.50	44,500.00	37,836.50	15%
CROSSING GUARD	520.00	640.00	4,750.00	4,110.00	13%
SOCIAL SECURITY	10,044.50	16,775.23	138,000.00	121,224.77	12%
UNEMPLOYMENT COMP	-	-	25,000.00	25,000.00	0%
BDD FUND	58,419.89	58,419.89	560,000.00	501,580.11	10%
ROUTE 121 TIF	104,049.13	104,709.13	545,500.00	440,790.87	19%
LEASE PURCHASE	-	-	16,500.00	16,500.00	0%
2024 G.O. CAPITAL PROJECT	-	-	700,000.00	700,000.00	0%
2024 G.O. B/I REPAY FUND	-	-	232,700.00	232,700.00	0%
2019 B/I REPAY FUND	-	-	-	-	0%
WATER FUND	170,903.36	309,388.62	1,888,000.00	1,578,611.38	16%
SEWER FUND	82,100.17	126,400.64	775,850.00	649,449.36	16%
CONVENTION CENTER B & I	-	-	125,000.00	125,000.00	0%
2009 FLETCHER/TIF REPAY FUND	-	-	182,000.00	182,000.00	0%
POLICE PENSION FUND	6,273.34	16,433.42	202,400.00	185,966.58	8%
DRUG FUND	-	-	3,000.00	3,000.00	0%
GAMES FUND	-	-	12,000.00	12,000.00	0%
POLICE DUI FUND	-	-	20,000.00	20,000.00	0%
CANNABIS REGULATION FUND	-	-	25,000.00	25,000.00	0%
	<u>793,294.90</u>	<u>1,211,792.49</u>	<u>10,426,934.00</u>	<u>9,215,141.51</u>	<u>12%</u>
GENERAL FUND BY DEPARTMENT					
ADMINISTRATIVE	23,814.33	38,426.53	324,475.00	286,048.47	12%
PLANNING & ZONING	9,027.02	15,618.90	101,200.00	85,581.10	15%
POLICE	144,047.25	260,240.28	1,548,500.00	1,288,259.72	17%
STREET	75,071.89	100,859.12	1,021,059.00	920,199.88	10%
PARKS & RECREATION	80,595.79	118,347.75	534,200.00	415,852.25	22%
CONVENTION CENTER	17,630.66	31,355.34	288,300.00	256,944.66	11%

## Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance to Direct the Sale of Vacant Residential Property, Baltimore Avenue, Mt. Zion, Macon County, Illinois

DT: March 5, 2024

Presented for consideration is an ordinance directing the sale of a parcel of unused land on Kays Court adjacent to Baltimore Avenue. The property was originally dedicated as parkland when the area was subdivided. The Village does not have any use for this piece of property.

The property can be sold by sealed bid after public notice is given by a  $\frac{3}{4}$  vote of the Village Board. The proper notice has been published in the newspaper as required.

Prior to adopting the attached ordinance, any sealed bids need to be opened. The highest bid should be approved. The Village Board does have the authority to reject all bids if necessary. The purchaser of this small piece of property will more than likely be an adjacent property owner.

If approved, the approved purchaser will execute a purchase agreement drafted by the Village's attorney and pay the bid amount. Upon receipt of the payment, a quit claim deed can be issued to the purchaser.

I recommend selling this unused piece of property.

Proposed Motion:

To accept the bid by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
and approve the attached Ordinance to Direct the Sale of Vacant Residential  
Property, Baltimore Avenue, Mt. Zion, Macon County, Illinois as presented.

*FOR RECORDING PURPOSES*

**ORDINANCE TO DIRECT THE SALE OF VACANT RESIDENTIAL PROPERTY,  
BALTIMORE AVENUE, MT. ZION, MACON COUNTY, ILLINOIS**

**ORDINANCE NO. 2024-\_\_**

**ORDINANCE TO DIRECT THE SALE OF VACANT RESIDENTIAL PROPERTY,  
BALTIMORE AVENUE, MT. ZION, MACON COUNTY, ILLINOIS**

BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:

WHEREAS, the Board of Trustees of the Village of Mt. Zion, Illinois, has the authority to direct the sale of real estate pursuant to 65 ILCS 5/11-76-2;

WHEREAS, the Board of Trustees of the Village of Mt. Zion, Illinois has determined that vacant residential property on Baltimore Avenue in the Village of Mt. Zion is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village (Property);

WHEREAS, the Board of Trustees of the Village of Mt. Zion, Illinois, is of the opinion that the Property, further described below, should be sold;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS:

Section 1. That the Property is legally described as follows:

Lot One Hundred Three (103) of Baltimore Acres Second Addition, as per Plat recorded in Book 1832 on Page 95 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

PIN: 12-17-05-227-006

Section 2. The Property is a vacant residential lot that has never been developed or used by the Village.

Section 3. That the Property shall be sold to \_\_\_\_\_ (Buyer), whose bid was determined to be in the best interests of the Village of Mt. Zion by the Board of Trustees.

Section 4. That the Board of Trustees have approved a sale price of \$ \_\_\_\_\_, to be paid to the Village of Mt. Zion by the Buyer in full on or before \_\_\_\_\_, 2024.

Section 5. That upon passage of this Ordinance and consideration paid by Buyer, title to the Property shall be conveyed to Purchaser via Quitclaim Deed executed by the Mayor and Village Clerk with the seal of the Village. Said Quitclaim Deed shall be filed in the Office of the Recorder, Macon County, Illinois, by the Buyer. Buyer shall be solely responsible for any and all recording fees.



Section 6. That a Notice of the proposal to sell the Property was published in a newspaper of general circulation which serves the Village of Mt. Zion, Macon County, Illinois, which stated that the Village would accept bids for the purchase of the Property at a regular meeting of the Village Board to be held on March 18, 2024. Said Notice was published in accordance with the requirements of 65 ILCS 5/11-76-2.

PASSED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZIONI, MACON COUNTY, ILLINOIS, ON THE 18<sup>TH</sup> DAY OF MARCH 2024 PURSUANT TO A ROLL CALL VOTE AS FOLLOWS.

Doty \_\_\_\_\_

Siudyla \_\_\_\_\_

Kernan \_\_\_\_\_

Patrick \_\_\_\_\_

Scales \_\_\_\_\_

Tibbs \_\_\_\_\_

\_\_\_\_\_  
VILLAGE MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

\_\_\_\_ Ayes      \_\_\_\_ Nays

STATE OF ILLINOIS      )  
   )    SS  
COUNTY OF MACON      )

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Ordinance No. 2024-\_\_\_\_ adopted at a meeting of the Board of Trustees of said Village held the 18<sup>th</sup> day of March, 2024 and that the original of said Ordinance is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Clerk - The Village of Mt. Zion

## REAL ESTATE PURCHASE AGREEMENT

1. The Village of Mt. Zion, an Illinois municipal corporation, as Seller, agrees to sell, and \_\_\_\_\_, as Buyer, agrees to purchase at the price of \$ \_\_\_\_\_ the following legally described real estate (Premises) situated in Macon County, Illinois:

Lot One Hundred Three (103) of Baltimore Acres Second Addition, as per Plat recorded in Book 1832 on Page 95 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

PIN: 12-17-05-227-006

2. This Agreement is for the sale and purchase of the Premises in its "as-is" condition as of the date of this Agreement. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Premises have been made by Seller or Seller's agent.

3. Buyer shall pay Seller the balance of the purchase price at the office of Mt. Zion Village Hall, 1400 Mt. Zion Parkway, Mt. Zion, Illinois, on or before \_\_\_\_\_, 2024, which event is called Settlement. Seller shall determine in its sole discretion how the purchase price shall be paid by Buyer (personal check, money order, cashier's check, wire transfer, etc.).

4. Upon receipt of the full balance of the purchase price, Seller shall deliver to Buyer a Quitclaim Deed for the Premises. Buyer shall be solely responsible for paying the costs to record the Quitclaim Deed in the Macon County Recorder's Office.

5. Buyer shall be entitled to possession of the Premises on the date of Settlement. Buyer shall be responsible for general real estate taxes for 2024 and all subsequent years.

6. This transaction is exempt from real estate transfer tax under 35 ILCS 200/31-45(b).

7. This Agreement may be executed in counterparts which together shall constitute one and the same document.

Dated this 18<sup>th</sup> day of March 2024.

**SELLER:**

VILLAGE OF MT. ZION,  
an Illinois municipal corporation,

**BUYER:**

\_\_\_\_\_

BY: \_\_\_\_\_  
Its Authorized Agent

BY: \_\_\_\_\_

## **NOTICE**

The Village of Mt. Zion, Macon County, Illinois (Village), under the direction of its Board of Trustees (Trustees) and pursuant to 65 ILCS 5/11-76-1 *et. seq.*, shall open bidding for the sale of property owned by the Village (Property) at its next regular Village Board Meeting to be held on March 18, 2024, at 5:15 p.m. at the Mt. Zion Village Hall Board Room, 1400 Mt. Zion Parkway, Mt. Zion, Illinois.

Anyone interested in bidding on the Property must personally attend the meeting as it will be the only time that bids shall be opened or accepted. The Trustees reserve the right to accept any bid determined to be in the best interest of the Village, as well as the right to reject any and all bids.

The Property is a vacant residential lot that has never been developed or used by the Village. The Trustees have deemed the Property to no longer be necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village.

The Property is further described as follows:

Lot One Hundred Three (103) of Baltimore Acres Second Addition, as per Plat recorded in Book 1832 on Page 95 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

PIN: 12-17-05-227-006

## AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Hudson, ss:

Ayesha Carletta M Cochran-Worthen, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Herald & Review, a newspaper printed and published in the City of Decatur, County of Macon, State of Illinois, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

### **PUBLICATION DATES:**

Jan. 19, 2024, Jan. 26, 2024, Feb. 2, 2024

**NOTICE ID:** 2F68IEWmshsCJEy5O3tN

**PUBLISHER ID:** COL-9000142

**NOTICE NAME:** Public Notice Village of Mt. Zion

**Publication Fee:** 243.78

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

*Ayesha Carletta M Cochran-Worthen*

(Signed) \_\_\_\_\_

### **VERIFICATION**

State of New Jersey  
County of Hudson

SHANNEA H HOLMES  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires August 1, 2026

Subscribed in my presence and sworn to before me on this: 02/02/2024

*Shanea H Holmes*

Notary Public  
This notarial act involved the use of communication technology

### **PUBLIC NOTICE**

The Village of Mt. Zion, Macon County, Illinois (Village), under the direction of its Board of Trustees (Trustees) and pursuant to 65 ILCS 5/11-76-1 et. seq., shall open bidding for the sale of property owned by the Village (Property) at its next regular Village Board Meeting to be held on March 18, 2024, at 5:15 p.m. at the Mt. Zion Village Hall Board Room, 1400 Mt. Zion Parkway, Mt. Zion, Illinois.

Anyone interested in bidding on the Property must personally attend the meeting as it will be the only time that bids shall be opened or accepted. The Trustees reserve the right to accept any bid determined to be in the best interest of the Village, as well as the right to reject any and all bids.

The Property is a vacant residential lot that has never been developed or used by the Village. The Trustees have deemed the Property to no longer be necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village.

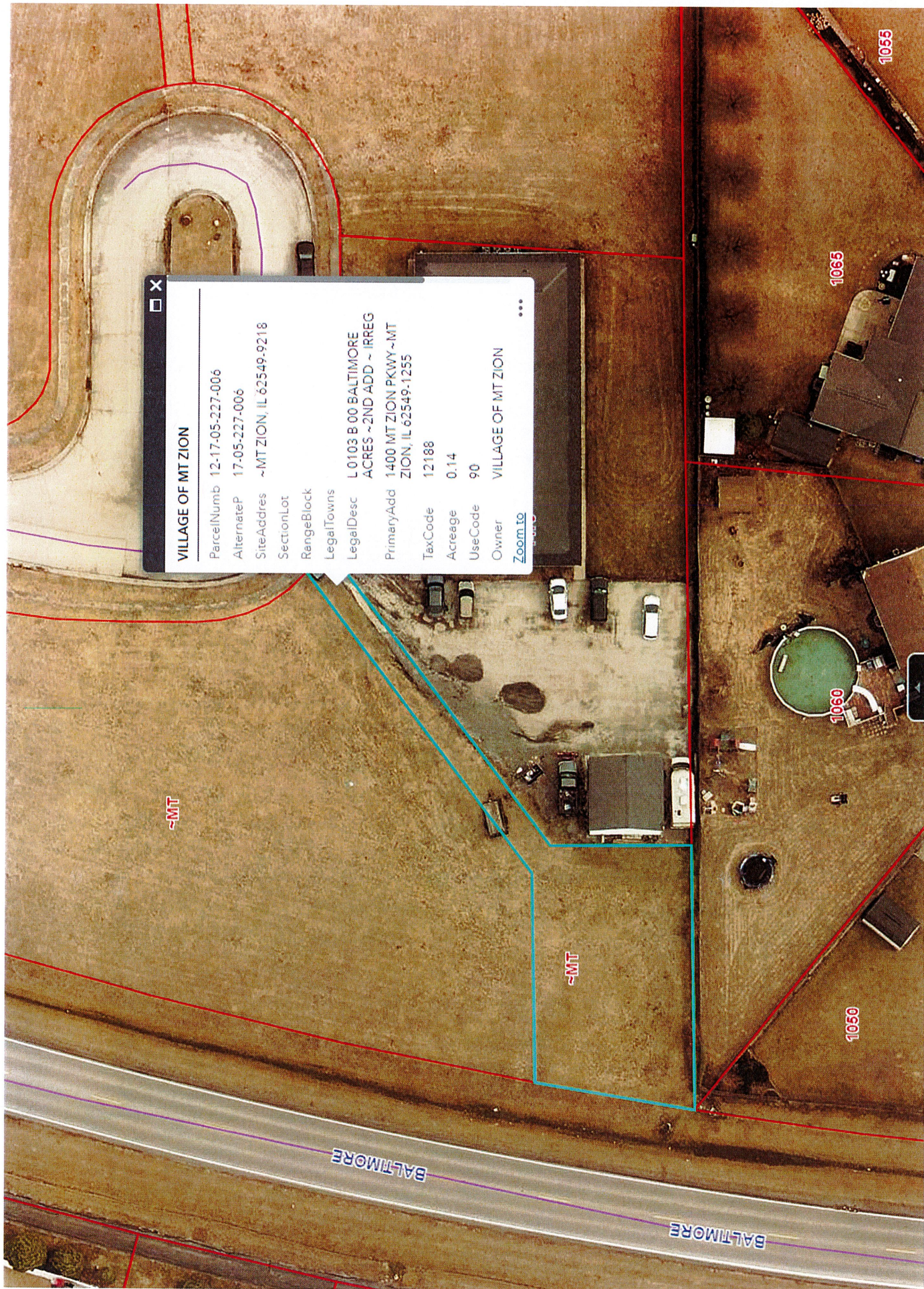
The Property is further described as follows:

Lot One Hundred Three (103) of Baltimore Acres Second Addition, as per Plat recorded in Book 1832 on Page 95 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

PIN: 12-17-05-227-006

1/19, 1/26, 2/2 COL-9000142





VILLAGE OF MT ZION

ParcelNumb 12-17-05-227-006

AlternateP 17-05-227-006

SiteAddress ~MT ZION, IL 62549-9218

SectionLot

RangeBlock

LegalTownship

LegalDesc L 0103 B 00 BALTIMORE  
ACRES ~2ND ADD ~ IRREG

PrimaryAdd 1400 MT ZION PKWY~MT  
ZION, IL 62549-1255

TaxCode 12188

Acreage 0.14

UseCode 90

Owner VILLAGE OF MT ZION

Zoom to



## Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion and JCG Midwest, Inc.

DT: March 6, 2024

Presented for consideration is an ordinance approving a TIF and BDD redevelopment agreement between the Village of Mt. Zion and JCG Midwest, Inc. JCG Midwest recently acquired two vacant properties on Green Valley Drive. JCG Midwest is a family-owned Midwest distributor of drainage water management pipes, fittings, and other materials vital for farmers, contractors, landowners, developers, and government agencies to improve their overall drainage infrastructure.

They have made updates to the buildings, created yard storage for their materials and have possible future plans for an addition. JCG Midwest employs 11 people at this location and may add 2-3 more positions as the business grows. The estimated eligible project costs are \$1,575,750 as determined by TIF Illinois, the Village's TIF consultant.

Under the agreement, the developer will be reimbursed 75% of the Net Real Estate Tax Increment and 50% of the BDD Sales Tax generated by the project. The agreement expires when all eligible costs have been reimbursed or at the end of the TIF and BDD in 2045, whichever comes first.

The developer is responsible for timely reimbursement requests and must submit actual invoices for all eligible costs and actual sales information for annual reimbursements to be distributed.

I recommend approving the attached ordinance as presented.

Proposed Motion:

To approve Ordinance No. 2024-8 An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion, Illinois and JCG Midwest, Inc. as presented.

**COPY**

**CERTIFICATE**

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE COUNCIL OF THE VILLAGE OF MT. ZION ON THE 18<sup>TH</sup> DAY OF MARCH, 2024, ADOPTED ORDINANCE NO. 2024-\_\_\_\_\_, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 18<sup>TH</sup> DAY OF MARCH, 2024.

(SEAL)

---

DAWN REYNOLDS  
VILLAGE CLERK

**VILLAGE OF MT. ZION, ILLINOIS**

---

**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
REDEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
AND  
JCG MIDWEST, INC.**

---

**PASSED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
ON THE 18<sup>TH</sup> DAY OF MARCH, 2024.**

---

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE BOARD OF  
TRUSTEES FOR THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,  
THIS 18<sup>TH</sup> DAY OF MARCH, 2024.**

---

**EFFECTIVE: MARCH 18, 2024**

VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2024-\_\_\_\_\_

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A REDEVELOPMENT AGREEMENT**

**by and between  
THE VILLAGE OF MT. ZION  
and  
JCG MIDWEST, INC.**

**BE IT ORDAINED BY THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
THAT:**

1. The Redevelopment Agreement with JCG Midwest, Inc. (***Exhibit A*** attached) is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 18<sup>th</sup> day of March, 2024.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

*[the remainder of this page is intentionally blank]*

**PASSED, APPROVED AND ADOPTED** by the Corporate Authorities of the Village of Mt. Zion, Macon County, Illinois, on the 18<sup>th</sup> day of March, 2024, and deposited and filed in the Office of the Village Clerk of said Village on that date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Chris Siudyla			
Donna Scales			
Wendy Kernan			
Randy Doty			
Nate Patrick			
Phil Tibbs			
Lucas Williams, Mayor			
TOTAL VOTES			

**APPROVED:** \_\_\_\_\_, Date: \_\_\_\_/\_\_\_\_/2024  
Mayor, Village of Mt. Zion

**ATTEST:** \_\_\_\_\_, Date: \_\_\_\_/\_\_\_\_/2024  
Village Clerk, Village of Mt. Zion

**ATTACHMENTS:**

**EXHIBIT A.** REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND JCG MIDWEST, INC.

**EXHIBIT A**

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1**

**REDEVELOPMENT AGREEMENT**

**by and between**

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS**

**and**

**JCG MIDWEST, INC.**

**MARCH 18, 2024**

**MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II &  
MT. ZION BUSINESS DEVELOPMENT DISTRICT NO. 1  
REDEVELOPMENT AGREEMENT**

by and between  
**VILLAGE OF MT. ZION**  
and  
**JCG MIDWEST, INC.**

**THIS REDEVELOPMENT AGREEMENT** (including *Exhibits*) is entered into this 18<sup>th</sup> day of March, 2024, by the **VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS** (the “Village”), an Illinois Municipal Corporation, and **JCG MIDWEST, INC.**, an Illinois Corporation (the “Developer”).

**PREAMBLE**

**WHEREAS**, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the Village and providing employment for its citizens; and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et. seq.*, as amended (the “TIF Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

**WHEREAS**, on January 19, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized, or undeveloped, the Village adopted Tax Increment Financing under the TIF Act, approved a Redevelopment Plan, and designated a Redevelopment Area known as the “**Mt. Zion Rt. 121 TIF District II**” and hereinafter referred to as the “TIF District”); and

**WHEREAS**, on September 14, 2020, the Village established the **Mt. Zion Business Development District No. 1 (“BDD No. 1”)** Redevelopment Project Area, pursuant to the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 *et. seq.* (the “BDD Act”); and

**WHEREAS**, property acquired by the Developer located at 100 & 105 Green Valley Drive, Mt. Zion, Illinois, (PIN #s 12-17-10-201-004 & 12-17-10-202-004, hereinafter referred to as the “Property” is within the TIF District and BDD No. 1 Redevelopment Project Areas; and

**WHEREAS**, the Developer owns the Property and is proceeding with plans to renovate, rehabilitate and expand the buildings located thereon for production and storage needs for its manufacturing facility (the “Project”), and the Developer is undertaking the Project based upon incentives made available by the Village; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the TIF District and BDD No. 1; and

**WHEREAS**, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects and the BDD No. 1 Redevelopment Plan and shall further conform to the land uses of the Village as adopted; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the TIF Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(j) of the TIF Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the TIF Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit 1*** of this Redevelopment Agreement; and

**WHEREAS**, pursuant to the BDD Act, the Village has the authority to incur eligible business district project costs and may enter into agreements with developers to reimburse them for their eligible business district project costs; and

**WHEREAS**, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes and from Business District Revenues generated by its Project and the Village has agreed to such incentives; and

**WHEREAS**, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

**WHEREAS**, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the TIF Act and BDD Act and are consistent with the Redevelopment Plans of the Village; and

**WHEREAS**, the Village agrees to reimburse a portion of the Developer's TIF and BDD Eligible Project Costs as set forth in ***Exhibit 1*** attached hereto up to a total amount not to exceed **One Million Five Hundred Seventy-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,575,750.00)** as specified below in ***Section C***, Incentives; and

**WHEREAS**, the Parties have agreed to the incentives set forth herein in order to facilitate the Project; and

**WHEREAS**, in consideration of the execution of this Agreement, the Developer shall proceed with and complete the Project as set forth in ***Exhibit 1***; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.



## AGREEMENTS

**NOW, THEREFORE,** the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

### A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act and the BDD Act, unless indicated to the contrary. For purposes of this Agreement, the following definitions shall apply:
  - a. **“Business Development District (BDD) Revenues”**: For the purpose of this Agreement, Business District Revenues shall be defined as the rate of Business District Retailers’ Occupation Tax and/or Business District Service Occupation Tax, and Hotel Operators’ Occupation Tax that may be imposed on businesses located within the Business Development District pursuant to 65 ILCS 5/11-74.3-1 *et seq.*, which shall not exceed One Percent (1.0%) of all sales generated by the Developer’s Project.
  - b. **“BDD Eligible Project Costs”** shall mean those costs eligible for reimbursement under the BDD Act, 65 ILCS 5/11-74.3-1 *et. seq.*, and are further described in ***Exhibit 1*** attached hereto.
  - c. **“Real Estate Tax Increment”** shall mean the annual ad valorem taxes, if any, arising from the tax levies upon the Project located on the Property by any and all taxing districts having the power to tax real property in the TIF District, which taxes are attributable to the increase in the then current equalized assessed value of the Project located on the Property over and above the total initial equalized assessed value of the Property (based on the equalized assessed value for tax year 2019 payable in 2020), all as determined by the Macon County Clerk in accordance with Section 11-74.4-9 of the TIF Act.
  - d. **“TIF Eligible Project Costs”** shall mean those costs which are eligible for reimbursement under the TIF Act, 65 ILCS 5/11-74.4 *et. seq.*, as amended, and are further described in ***Exhibit 1*** attached hereto.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the Village shall be cause for the Village to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

## B. ADOPTION OF TAX INCREMENT FINANCING AND BDD

The Village has created a Tax Increment Financing District known as “Mt. Zion Rt. 121 TIF District II” and a Business Development District known as “Mt. Zion BDD No. 1”, both of which include the Developer’s Property. The Village has approved certain Redevelopment Project Costs, including the types described in ***Exhibit 1*** for the Developer’s Project.

## C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Project as set forth herein, the Village agrees to extend to the Developer the following incentives to assist the Developer’s Project:

### 1. REIMBURSEMENT OF TIF REAL ESTATE TAX INCREMENT:

- a. The Village shall annually reimburse the Developer: **Seventy-Five percent (75%)** of the Net Real Estate Tax Increment for the reimbursement of the Developer’s TIF Eligible Project Costs which are verified pursuant to *Section E* below. Said reimbursements shall commence with Real Estate Tax Increment derived from the real estate taxes assessed in year 2025 and paid in year 2026, if any, and continue annually for the current remaining life of the TIF District, tax year 2044 payable 2045, or until all TIF Eligible Project Costs listed in ***Exhibit 1*** are fully reimbursed, not to exceed a total of **One Million Five Hundred Seventy-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,575,750.00)**, whichever occurs first.
- b. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for Mt. Zion Rt. 121 TIF District II designated as the ***“JCG Midwest, Inc. Special Account”*** (the “Special Account”). All monies deposited in the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement.
- c. Net Real Estate Tax Increment is defined as increases in annual real estate tax increment derived from the Project as described herein after payment for a proportionate amount of administrative fees and costs and payments pursuant to Village approved Intergovernmental Agreements for this TIF District. The Developer’s proportionate share of the Village’s annual administrative costs and fees is calculated by dividing the real estate increment generated by the Project for such year by the total real estate tax increment for such year and then multiplying that number by the annual administrative fees and costs for such year.

### 2. REIMBURSEMENT OF BDD REVENUES:

- a. After reimbursements provided for in *Section C(1)* above, to the extent the Developer has unreimbursed BDD Eligible Project Costs incurred in furtherance of the Project as described in ***Exhibit 1***, and which have been verified pursuant to *Section E* below, the Village shall reimburse the Developer **Fifty Percent (50%)** of the annual Business

District Revenues generated by the Project for the remaining life of the BDD (December 31, 2043) or until the Developer has received a total sum, when added to the total cumulative reimbursements pursuant to *Section C(1)* above, of **One Million Five Hundred Seventy-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,575,750.00)**, whichever occurs first.

- i. Any payments determined to be due under this Section shall be reduced by the amount of any and all collection fees imposed upon the Village by the State of Illinois or the Illinois Department of Revenue for collection of the BDD Revenues. Payment shall be accompanied by a statement executed by the Village Treasurer or other appropriate official or officer, setting forth the calculation of such payment.
  - ii. The reimbursement of BDD Revenues provided for hereunder shall be made annually on or before April 30<sup>th</sup> from the BDD Revenue received by the Village from the Developer's Project during the preceding calendar year.
  - iii. The Developer hereby agrees to cooperate and shall use its best efforts to have any commercial tenant located on the Property cooperate with the Village and complete and/or execute any forms or documents that are necessary for the Village and its consultants and its employees to calculate the sales tax revenue set forth in *Section E* below generated by any business located on the Property. The Developer, furthermore, hereby gives its consent to the Village to share such sales tax revenue information with any such consultants and/or employees as is necessary to administer and audit this Agreement.
3. If at any time during the term of this Agreement, if the Developer sells or otherwise transfers the Property, absent a written Assignment approved by the Village pursuant to *Section N* below or fails to maintain continuous business operations for a period of greater than thirty (30) days, no additional reimbursements shall be paid to the Developer and this Agreement shall be automatically terminated.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. The Developer shall be reimbursed by the Village for all TIF Eligible Project Costs and BDD Eligible Project Costs permitted by the TIF Act or the BDD Act, respectively, not to exceed a cumulative total of **\$1,575,750.00** from the real estate tax increment generated by the Project and deposited into the Mt. Zion Rt. 121 TIF District II Special Tax Allocation Fund and the BDD tax generated by the Project and deposited into the Mt. Zion BDD No. 1 Special Tax Allocation Fund, but only for the term of the Agreement.
2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the Village shall use its sums for any purpose under the TIF Act and BDD Act as it may in its sole discretion determine.
3. The Developer agrees to complete the project, subject to Force Majeure, as defined below.

## E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the TIF Act or BDD Eligible Project Costs as set forth by the BDD Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (***Exhibit 2***, the “Requisition”) submitted from time to time by the Developer to the Village’s TIF/BDD Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the “Administrator”), and subject to the Administrator’s approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic’s lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village. **For the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the Village by March 1 of the following year.** If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year’s real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year’s real estate increment receipts.
  - a. Subject to ***Section C*** and ***Section E(2)*** above, the reimbursement of **BDD Revenues** payable to the Developer pursuant to ***Section C*** above is subject to the following:
    - i. The Developer, or any of its successors or assignees, shall provide such information as is necessary to verify BDD Revenues generated by the Project located on the Property. The Developer agrees to provide, or cause any of its Tenants of the Project located on the Property (the “Taxpayers”) to provide an Authorization to Release Sales Tax Information to Local Governments or a successor form to the Village to enable it to obtain from the Illinois Department of Revenue (the “Department”) verification of retail sales generated on the Property by any Taxpayer located thereon during the Term of this Agreement. “Taxpayers” are defined as parties who are required to file Department Form ST-1 Sales and Use Tax Returns, or comparable tax returns which may be substituted therefore with the State of Illinois.
3. In the event that the Developer is unable to arrange for the Department to report such information to the City, the Developer and any Taxpayer located in the Project located on the Property shall maintain and have available for inspection by the Village upon request copies of the forms submitted to the State with any non-applicable information redacted, if the Developer desires. Additionally, the Developer and any Taxpayer located in the Project located on the Property shall maintain and have available or cause to be maintained and available for inspection by the Village copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other appropriate governmental entity, which documents are being held available for the Village for purposes of identifying BDD Revenues collected pursuant to this Agreement. The parties acknowledge that the Village is required to report this Agreement electronically to IDOR within 30 days of approval.

4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
5. All TIF Eligible Project Costs and/or BDD Eligible Project Costs approved shall then be paid by the Village from the appropriate Special Tax Allocation Fund to the Developer, or to others as directed by the Developer, pursuant to the TIF Redevelopment Plan and/or the BDD Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved Eligible Costs, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer.
6. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the TIF Act and the BDD Act, respectively, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

#### **F. ANNUAL VERIFICATION OF TAX INCREMENT AND JOBS CREATED**

1. It shall be the sole responsibility of the Developer, or its designee, to annually provide to the Village, as requested in writing, copies of all PAID real estate tax bills for the Property.
2. The annual reimbursement of real estate tax increment by the Village to the Developer as set forth in **Section C** above shall be conditioned upon the Developer providing the Village with the numbers of jobs created or retained by the Project for a particular year if requested by the Village to do so for that year.
3. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

#### **G. REIMBURSEMENT OF DEVELOPER INCENTIVE AMOUNTS RECEIVED IF VILLAGE IS REQUIRED TO REFUND MONIES DUE TO FILING OF DEVELOPER TAX OBJECTION OR ASSESSMENT APPEAL**

1. If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge, filing for a property tax exemption under Section 200/15-86 of the Illinois Property Tax Code or appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of

assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within five (5) business days of its filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

2. Any funds withheld by the Village under this *Section G* shall be deposited by it into a separate interest-bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to the Developer the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.
3. If it appears to the Village that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the Village for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the Village.
4. Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this ***Section G*** shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the Village (**tax year 2044 payable 2045**) at an earlier time if the Village passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this ***Section G*** shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

#### **H. LIMITED OBLIGATION**

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Mt. Zion Rt. 121 TIF District II Special Tax Allocation Fund and/or the Mt. Zion Business Development District No. 1 Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

#### **I. VILLAGE PUBLIC PROJECTS**

The Village intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The Village shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the Village in the TIF District.

## **J. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the Village to make any payments to any person other than the Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Developer's Project.

## **K. COOPERATION OF THE PARTIES**

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

## **L. DEFAULT; CURE; REMEDIES**

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-

defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **M. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence. However, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the Village.

#### **N. ASSIGNMENT**

The rights (including, but not limited to, the right to payments contemplated by **Section C** of this Agreement,) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the Village and Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provide the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained, and the nature of the Developer's Redevelopment Project shall not be substantially changed.

#### **O. WAIVER**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

#### **P. SEVERABILITY**

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

#### **Q. NOTICES**

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney



of the Party, and shall be deemed to have been effective as of (i) the date of actual delivery, if delivered personally, or (ii) as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid or (iii) the next business day if sent overnight delivery using a nationally recognized delivery service, addressed as follows:

**TO VILLAGE**

Village of Mt. Zion  
% Village Clerk  
2 N. Main St.  
Mt. Zion, Illinois 61520  
Ph: (309) 647-0020

*With copy to:*

Jacob & Klein, Ltd. and  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, Illinois 61704  
Ph: (309) 664-7777

**TO DEVELOPER**

JCG Midwest, Inc.  
% Corey Getz, President  
2700 N Main St.  
Moweaqua, IL 62550  
Ph: (217) 768-3040

*With copy to:*

**R. SUCCESSORS IN INTEREST**

Subject to the provisions of **Section N** above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

**T. LIMITATIONS OF LIABILITY**

As it relates to this Agreement, no recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in excess of any specific sum agreed by the Village to be paid to Developer, hereunder, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by its officers, agents and employees in excess of such amounts, and all and any such rights or claims of Developer against the Village, its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

**U. ENTIRE AGREEMENT**

The terms and conditions set forth in this Agreement supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

## V. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire on upon the first to occur of the Developer being fully reimbursed for its TIF and BDD eligible project costs of the current expiration of the TIF District, tax year 2044 payable 2045. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement or the Promissory Note.

## W. ILLINOIS PREVAILING WAGE ACT

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to Sales Tax Reimbursements received by private developers as reimbursement for private redevelopment project costs. This position of the Department of Labor is stated as an answer to a FAQ on its website. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys (collectively, the "indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village. Failure to comply with any of these requirements may cause all benefits hereunder to be terminated by the Village.

## X. OTHER GENERAL PROVISIONS

1. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
2. **Warranty of Signatories:** The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.
3. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
4. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of Macon County, Illinois.

**THIS AGREEMENT IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.**

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at the Village of Mt. Zion, Illinois.

**VILLAGE**

**VILLAGE OF MT. ZION, ILLINOIS**, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTESTED BY:**

\_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**DEVELOPER**

**JCG Midwest, Inc.**, an Illinois Corporation

BY: \_\_\_\_\_  
Corey Getz, President

Date: 3/7/24

**Attachments:**

**Exhibit 1.** Summary of TIF Eligible Project Costs.

**Exhibit 2.** Request for Verification of TIF & BDD Eligible Project Costs by JCG Midwest, Inc.

## **EXHIBIT 1**

### **SUMMARY OF ESTIMATED TIF AND BDD ELIGIBLE PROJECT COSTS**

#### **MT. ZION RT. 121 TIF DISTRICT II**

#### **MT. ZION BDD NO. 1**

#### **JCG Midwest, Inc. Redevelopment Project**

**Project Description:** Developer acquired the Property in 2023 and intends to proceed with plans to renovate, rehabilitate and expand the buildings for production and storage needs for its manufacturing facility.

**Location:** 100 & 105 Green Valley Drive, Mt. Zion, IL

**Parcels:** 12-17-10-201-004 & 12-17-10-202-004

#### **Developer's Estimated TIF & BDD Eligible Project Costs:**

Land Acquisition .....	\$1,250,000
Site Preparation.....	\$150,000
Professional Fees.....	\$56,000
Job Training .....	\$85,000
Rehabilitation/Renovation Costs .....	\$200,000
Relocation Costs.....	\$90,000
Interest Buy-Down (30%).....	\$270,000
<b>TOTAL ESTIMATED TIF ELIGIBLE PROJECT COSTS<sup>1</sup>.....</b>	<b>\$2,101,000</b>

---

<sup>1</sup> **NOTE:** The total, cumulative reimbursement of TIF real estate tax increment and BDD tax for TIF and BDD Eligible Project Costs payable by the Village to the Developer shall not exceed **\$1,575,750.00**, as set forth in this Redevelopment Agreement. The line items set forth in this **Exhibit 1** are not intended to place a total limit on the described expenditures or intended to preclude payment of such other TIF or BDD eligible redevelopment project costs in connection with the Developer's Project, provided the total amount of payment for all eligible redevelopment project costs, public and private, shall not exceed the total amount of \$1,575,750 as set forth herein.

**MT. ZION RT. 121 TIF DISTRICT II  
PRIVATE PROJECT REQUEST FOR VERIFICATION OF  
TIF & BDD ELIGIBLE PROJECT COSTS  
BY JCG MIDWEST, INC.**

1. Request No. \_\_\_\_\_
2. Reimbursement payable to: JCG Midwest, Inc.
3. Amounts requested to be reimbursed (*attach additional pages, if necessary*):

Description of Developer's TIF & BDD Costs	Amount
<b>TOTAL:</b>	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit 1*** of the Redevelopment Agreement.

5. The undersigned hereby certifies and swears under oath that the following statements are true and correct:
- a. the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the Village Codes; and
  - b. the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Developer's TIF & BDD Costs; and
  - c. the expenditures for which amounts are requested represent proper redevelopment project costs as identified in the "Limitation of Incentives to Developer" described in **Section D** of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
  - d. the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for redevelopment project costs; and
  - e. the Developer is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
  - f. Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the Village to unilaterally terminate the Redevelopment Agreement.
6. Attached hereto is a copy of **Exhibit 1** of the Redevelopment Agreement, together with copies of invoices and proof of payment of such invoices, including cancelled checks and/or any lien waivers (to the extent applicable) relating to all items for which reimbursement is being requested.

BY: \_\_\_\_\_ (Developer)

Title: \_\_\_\_\_

---

☐ **REVIEWED BY MT. ZION TIF & BDD ADMINISTRATOR**

BY: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

☐ **APPROVED BY VILLAGE OF MT. ZION, ILLINOIS**

BY: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Approval of an Ordinance Authorizing the Sale of Surplus Equipment

DT: March 13, 2024

Presented for consideration is an Ordinance Authorizing the Sale of Surplus Equipment. The Village would like to sell the following equipment via sealed bid or by using an online auction site:

- 1996 Southwest Enclosed Trailer
- 2007 Royal Cargo Trailer
- 15' Artificial Christmas Tree
- 7.2 Cu. Ft. Chest Freezer
- Ariat Men's Work Boots (Size 10D)
- Barnett Crossbow w/Trigger Tech Optic
- Kent Ambush FS20 Boys Bicycle
- Mongoose Excursion 21 Speed Boys Bicycle
- Mongoose Index 2.0 Boys Bicycle
- Squad Car Partition
- Kobalt Tile Cutter w/ bag

Proposed Motion: To approve the attached Ordinance Authorizing the Sale of Surplus Equipment by sealed bid or by using an online auction site as presented.

**ORDINANCE 2024 - 9**

**ORDINANCE AUTHORIZING THE SALE OF SURPLUS EQUIPMENT**

**WHEREAS**, as required by ILCS 65 5/11-76-4, the Village of Mt. Zion intends to sell personal property;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** That the Village of Mt. Zion will sell by sealed bid or utilizing an online government auction the following personal property:

- 1996 Southwest Enclosed Trailer
- 2007 Royal Cargo Trailer
- 15' Artificial Christmas Tree
- 7.2 Cu. Ft. Chest Freezer
- Ariat Men's Work Boots (Size 10D)
- Barnett Crossbow w/Trigger Tech Optic
- Kent Ambush FS20 Boys Bicycle
- Mongoose Excursion 21 Speed Boys Bicycle
- Mongoose Index 2.0 Boys Bicycle
- Squad Car Partition
- Kobalt Tile Cutter w/ bag

**PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18th DAY OF MARCH 2024.**

DOTY \_\_\_\_\_

SCALES \_\_\_\_\_

SIUDYLA \_\_\_\_\_

KERNAN \_\_\_\_\_

PATRICK \_\_\_\_\_

TIBBS \_\_\_\_\_

\_\_\_\_\_  
Village Clerk

**Approved:**

\_\_\_\_\_  
Village President

**Attest:**

\_\_\_\_\_  
Village Clerk



## Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Resolution Approving a Dedication of Right of Way for “Magnolia Way” Within the Village

DT: March 6, 2024

Presented for consideration is a resolution approving a dedication of right of way between Hucks and the Decatur Earthmover Credit Union ATM off of Spitler Park Drive. Attached is a Right-of-Way Plat.

The Village was approached by Decatur Earthmover Credit Union (DECU) about adding this piece of property to the Village’s transportation inventory. The “street” was recently repaired with all new asphalt to Village specifications.

I recommend accepting the property as right-of-way and naming it Magnolia Way.

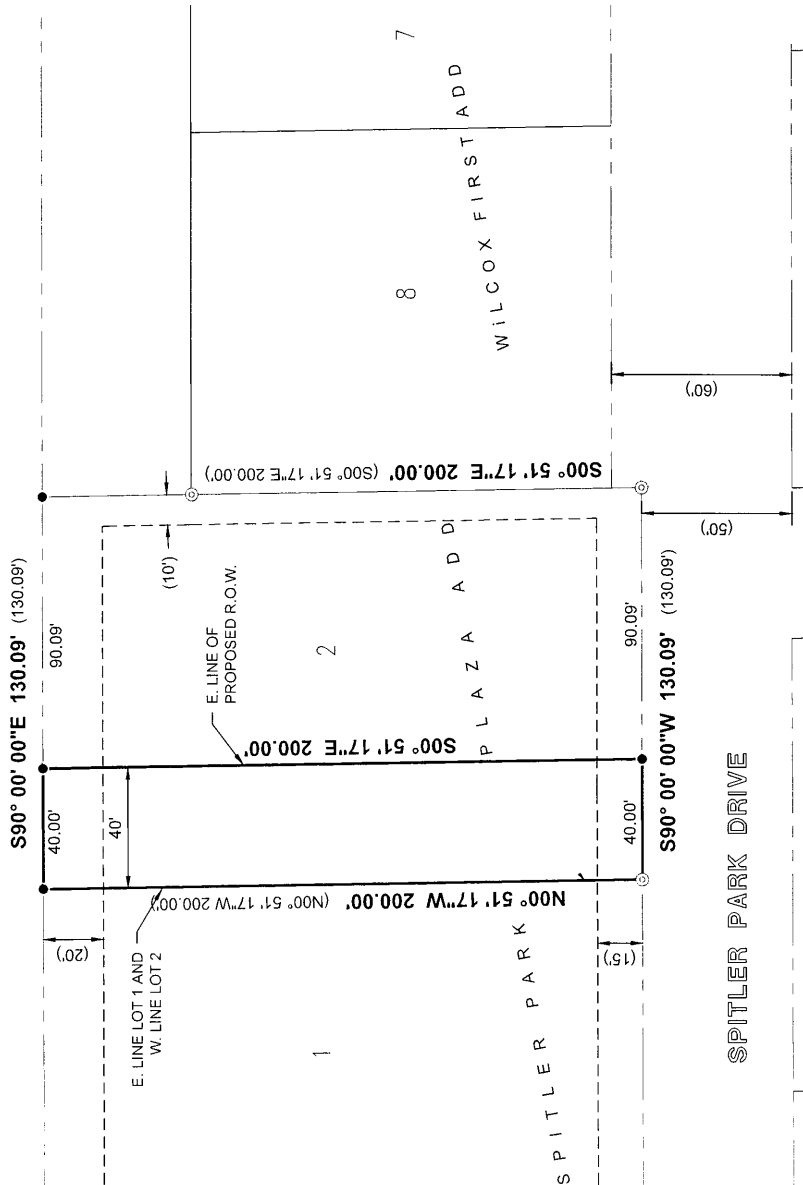
Proposed Motion:

To approve the attached Resolution Approving a Dedication of Right of Way for “Magnolia Way” Within the Village as presented.

# RIGHT-OF-WAY PLAT

LOT 2 OF SPITLER PARK PLAZA ADDITION  
VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

SPITLER PARK PLAZA DRIVE (50' R.O.W.)



## LEGEND

- SET 5/8" DIAMETER BY 30" LONG REBAR WITH PLASTIC CAP STAMPED "CHASTAIN & ASSOCIATES"
- FOUND IRON PIN/REBAR
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE

## SURVEY NOTES:

- I HAVE NOT MADE AN INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP OR TITLE EVIDENCE IN CONNECTION WITH THIS SURVEY.
- ALL DISTANCES ARE HORIZONTAL MEASUREMENTS IN FEET AND DECIMAL PARTS THEREOF.
- THE HORIZONTAL DATUM USED FOR THIS SURVEY IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), EAST ZONE.
- THE VERTICAL DATUM USED FOR THIS SURVEY IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS ESTABLISHED BY A GPS OBSERVATION.
- J.U.L.I.E (800-892-0123) SHOULD BE CALLED PRIOR TO ANY CONSTRUCTION.
- FIELD WORK WAS COMPLETED ON DECEMBER 28, 2023.

## LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 40 FEET OF LOT 2 OF SPITLER PARK PLAZA ADDITION RECORDED IN BOOK 1832 AT PAGE 703 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, CONTAINING 8,000 SQUARE FEET (0.18 ACRE), MORE OR LESS, OF NEW RIGHT-OF-WAY TO BE ACQUIRED.

## SURVEYOR CERTIFICATION:

I, CHAD E. WALLACE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3521, DO HEREBY STATE THAT AT THE REQUEST OF THE OWNER, DECATUR EARTHMOVER CREDIT UNION, I HAVE CAUSED A BOUNDARY SURVEY TO BE MADE AND A PLAT TO BE DRAWN UNDER MY DIRECT SUPERVISION OF A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 40.00' FEET OF LOT 2 OF SPITLER PARK PLAZA ADDITION, RECORDED IN BOOK 1832 AT PAGE 703, IN DECATUR, MACON COUNTY, ILLINOIS.

CHASTAIN AND ASSOCIATES  
5 NORTH COUNTRY CLUB ROAD  
DECATUR, ILLINOIS 62521

BY:

*Chad E. Wallace*

CHAD E. WALLACE

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3521

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

DATE: 2/19/2024  
EXP. DATE: 11-30-2024



## RIGHT-OF-WAY PLAT

PRJ. NO.	8778
DATE	2/19/2024
SHEET	1 of 1
SURVEYOR	CHASTAIN & ASSOCIATES, LLC
ENGINEER	CHASTAIN & ASSOCIATES, LLC

0 20' 40' 80'  
1 INCH = 40 FEET

**RESOLUTION NUMBER 2024-\_\_\_\_**  
**March 18, 2024**

**A RESOLUTION APPROVING A DEDICATION OF RIGHT OF WAY  
FOR “MAGNOLIA WAY” WITHIN THE VILLAGE**

**WHEREAS**, the Board of Trustees of the Village of Mt. Zion, Illinois, has the authority to regulate the use of the streets within the Village pursuant to 65 ILCS 5/11-80-2;

**WHEREAS**, the Board of Trustees of the Village of Mt. Zion, Illinois has determined that recording a Right-of-Way Plat in order to dedicate a new Village right-of-way between Spitler Park Drive and Spitler Park Plaza Drive is necessary and advantageous and supports the public health, welfare, safety, and morals of the public;

**WHEREAS**, the Board of Trustees has determined that the new Village right-of-way shall be named “Magnolia Way”.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE BOARD  
OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, AS  
FOLLOWS:**

**SECTION 1:** Based upon the statements made within the preamble to this resolution, the Village Board of Trustees of the Village of Mt. Zion hereby authorize the Village Mayor and Clerk to accept and record the attached Right-of-Way Plat in the Office of the Recorder of Macon County, Illinois for the purpose of dedicating the portion of the property described therein as Village right-of-way.

**SECTION 2:** Based upon the statements made within the preamble to this resolution, the Village Board of Trustees of the Village of Mt. Zion hereby names the right-of-way described in the attached Right-of-Way Plat as “Magnolia Way”.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT.  
ZION, MACON COUNTY, ILLINOIS, ON THE 18<sup>TH</sup> DAY OF MARCH 2024 PURSUANT TO  
A ROLL CALL VOTE AS FOLLOWS.

Doty \_\_\_\_\_

Siudyla \_\_\_\_\_

Kernan \_\_\_\_\_

Patrick \_\_\_\_\_

Scales \_\_\_\_\_

Tibbs \_\_\_\_\_

\_\_\_\_\_  
VILLAGE MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

\_\_\_\_\_ Ayes      \_\_\_\_\_ Nays

STATE OF ILLINOIS      )  
   )    SS  
COUNTY OF MACON      )

I, the undersigned, Clerk of the Village of Mt. Zion, do hereby certify that the above and foregoing is a true, perfect and correct copy of Resolution No. 2024-\_\_\_\_ adopted at a meeting of the Board of Trustees of said Village held on March 18, 2024, and that the original of said Resolution is in my custody as such Clerk pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Village this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Clerk - The Village of Mt. Zion

## Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinances 2024-10 and 2024-11 Enterprise Zone Amendments

DT: March 14, 2024

Presented for consideration are two ordinances amending the Enterprise Enacting Ordinance and Intergovernmental Agreement. The Decatur Macon County Enterprise Zone Board has approved the requests for three boundary amendments to include additional parcels into the Decatur Macon County Enterprise Zone.

The next step is to receive approval from the respective County Boards, Village Boards, and City Councils to amend the designating ordinance or resolution to include these parcels. Attached, you will find Addendums A & B, parcel legal descriptions, and maps for the three projects listed below.

The three projects are:

**1) Industrial Corridor Additions:** Enterprise Zone Application Option 2: In the interest of community growth and the economic competitiveness of the region, the Decatur-Macon County Enterprise Zone administration board, in cooperation with local governmental bodies and key community stakeholders, have determined that it is in the best interest of the region to submit the enclosed property for inclusion in the Decatur-Macon County Enterprise Zone to increase their viability for redevelopment. In recent history the Enterprise Zone has been successful in fostering growth within the Decatur Metropolitan Statistical Area (MSA) by reducing the communities estimated poverty rate from 18.4% in 2015 to 15.2% in 2020. However, areas of persistent poverty remain. This proposed addition is located within Census Tract #6/Macon County/IL which has an estimated poverty rate of 63.9% as of 2020. Economic incentives such as Enterprise Zone benefits are often key factors in private investment into distressed areas. This agency, along with key community stakeholders, feels that the addition of this land is vital for the continued growth and economic wellbeing of Macon County and its citizens.

**2) Main Place Properties - Multi-Family Housing Additions:** Enterprise Zone Application Option 1: Main Place Properties, owned by MDA Development Holdings LLC and Sonny Skies LLC, is requesting a boundary amendment to accommodate two proposed development projects. The first project would entail the acquisition of 28 acres in Macon County as a new multi-family housing unit at the corner of 44<sup>th</sup> Street & Maryland Street in Decatur with a phase one capacity of 48 units. It is expected to have capital expenditures of \$6.3 Million, provide 41 construction jobs, and 12 full-time employees. This project is an effort to address the Macon County multi-family housing

gap as outlined in the Economic Development Corporation of Decatur-Macon County's 2023 Residential Analysis.

**3) Main Place Properties – Retail Developments:** Enterprise Zone Application Option 1: Main Place Properties also requests a boundary amendment for retail development to the east of IL-121 and south of Route 36 along the retail corridor. This project would entail the acquisition of 10.98 acres (over two unconnected parcels) and is expected to have a capital expenditure of \$4.5 Million and provide 28 construction jobs and 23 full-time employees.

Proposed Motion:

To approve Ordinances 2024-10 and 2024-11 Adding Territory to the Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement as presented.

## ORDINANCE 2024 - 10

### AN ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT – INDUSTRIAL CORRIDOR ADDITIONS

**NOW, THEREFORE, BE IT ORDAINED, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS AS FOLLOWS:**

**Section 1:** That Ordinance 934 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 2<sup>nd</sup> day of December, 2014 be, and the same is hereby amended at Addendum A thereof by adding to the end of said Addendum the following:

Amendment 5

#### **Addendum A**

**18-08-32-451-016 AND 04-13-05-200-009 | Decatur, IL 62521**

The South Half (S ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 31, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The South Half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 32, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The South 2.55 acres of the East 5 acres of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 32, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The North 70 acres of the Northeast ¼ of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., except the South 168 feet of the North 516 feet of the East 70 feet, and except that part South of the public road, and except beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of Said Section 5 to the point of beginning, containing 5.0084 acres, more or less. Which is situated in the county of Macon, in the State of Illinois.

**04-13-05-200-008 | Decatur, IL 62521**

Beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a



point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of said Section 5 to the point of beginning, containing 5.0084 acres, more or less.

**PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18TH DAY OF MARCH 2024.**

DOTY \_\_\_\_\_

SIUDYLA \_\_\_\_\_

PATRICK \_\_\_\_\_

SCALES \_\_\_\_\_

KERNAN \_\_\_\_\_

TIBBS \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## **ADDENDUM A**

### **Industrial Corridor Additions**

#### **18-08-32-451-016 AND 04-13-05-200-009**

The South Half (S  $\frac{1}{2}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 31, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The South Half (S  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section 32, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The South 2.55 acres of the East 5 acres of the Southeast Quarter (SE  $\frac{1}{4}$ ) of the Southwest Quarter (SW  $\frac{1}{4}$ ) of Section 32, Township 17 North, Range 3 East of the 3<sup>rd</sup> P.M.

The North 70 acres of the Northeast  $\frac{1}{4}$  of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., except the South 168 feet of the North 516 feet of the East 70 feet, and except that part South of the public road, and except beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of Said Section 5 to the point of beginning, containing 5.0084 acres, more or less. Which is situated in the county of Macon, in the State of Illinois.

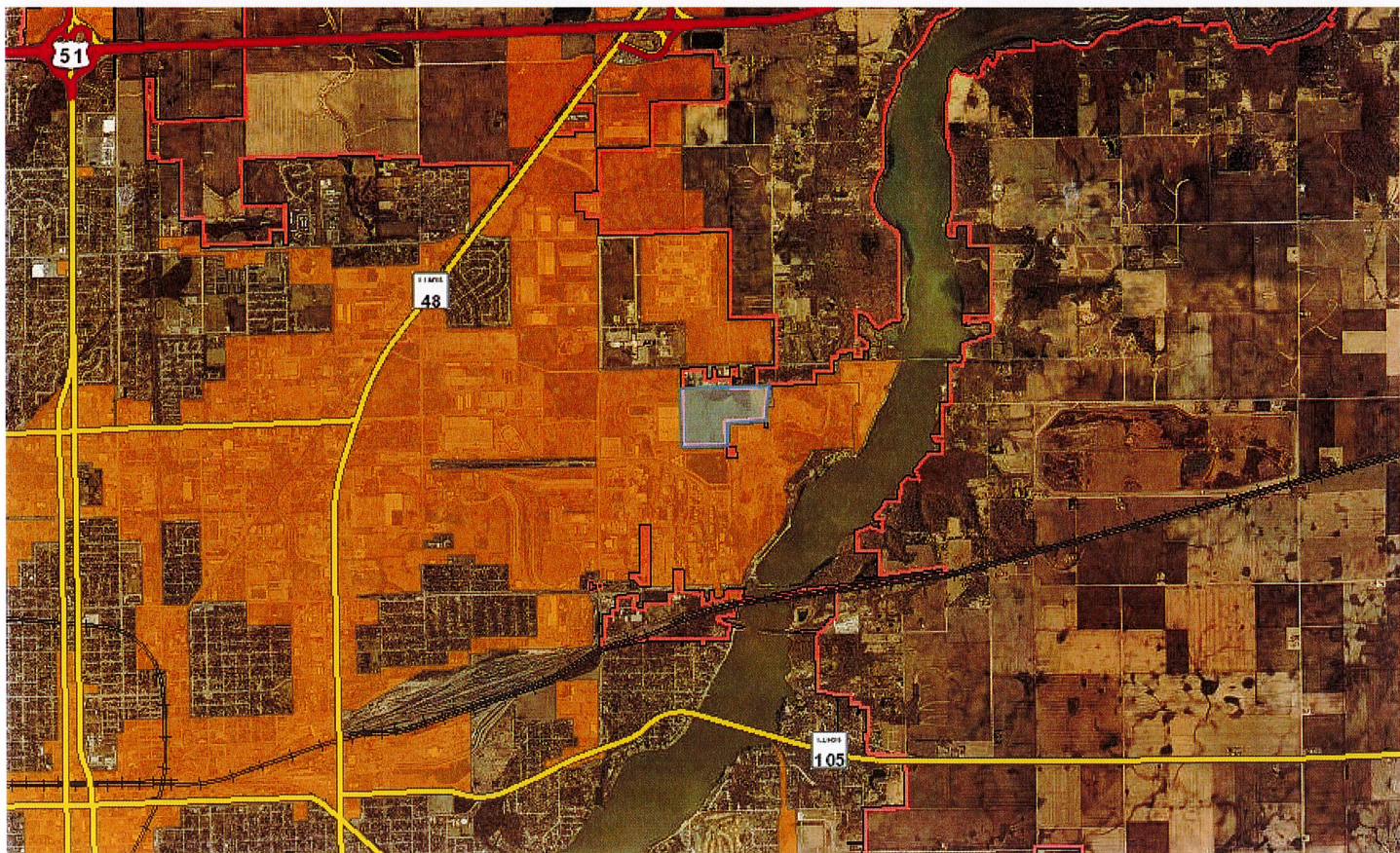
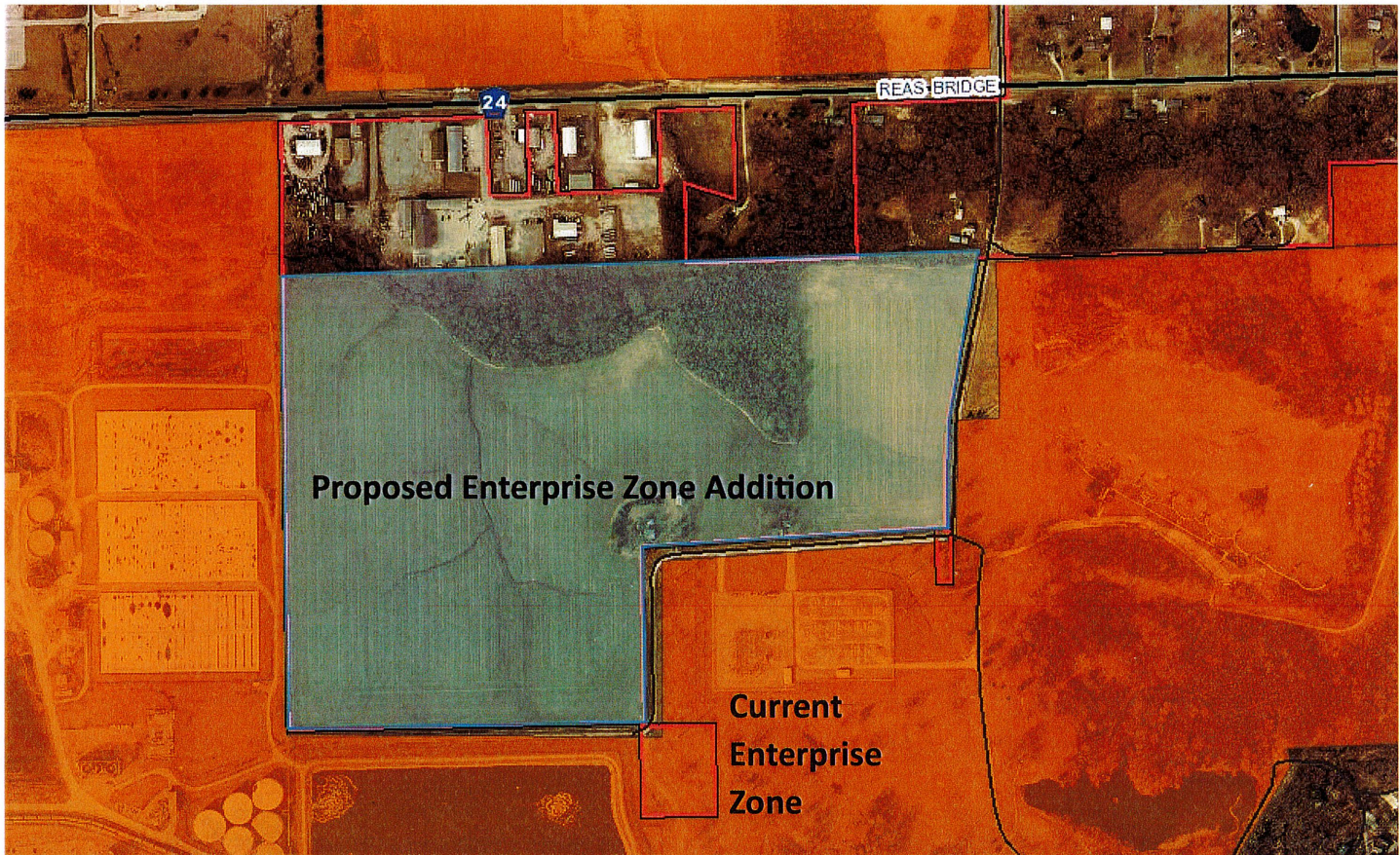
#### **04-13-05-200-008**

Beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of said Section 5 to the point of beginning, containing 5.0084 acres, more or less.



ADDENDUM B

PIN#	Owner	Size
18-08-32-451-016	ARCHER DANIELS MIDLAND COMPANY	40.8
04-13-05-200-008	ARCHER DANIELS MIDLAND COMPANY	5
04-13-05-200-009	ARCHER DANIELS MIDLAND COMPANY	46.73





## ORDINANCE 2024-11

### ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT – MAIN PLACE PROPERTIES

NOW, THEREFORE, BE IT ORDAINED, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS AS FOLLOWS:

**Section 1:** That Ordinance 934 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 2<sup>nd</sup> day of December, 2014 be, and the same is hereby amended at Addendum A thereof by adding to the end of said Addendum the following:

Amendment 6

#### Addendum A

**09-13-29-201-001 | 44<sup>th</sup> St and Maryland in Decatur | Multi-Family Housing**

The West Half of the West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M. Situated in Macon County, Illinois.

**09-13-29-128-002 | 44<sup>th</sup> St and Maryland in Decatur | Multi-Family Housing**

The East ½ of the Northeast ¼ of Northwest ¼ of Section 29, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., except the North 300 feet of the East 300 feet thereof. Situated in Macon County, Illinois.

**09-13-28-151-011 | IL-121 and South of Rt. 36 | Retail Development**

PARCEL 2: Lot Seven (7) and Lot Eight (8) except the South 25 feet thereof Southeast Plaza Second Addition, as per Plat recorded in Book 1832, Page 622 of the Records in the Recorder's Office of Macon County, Illinois, together with the non-exclusive rights of ingress and egress over and across those portions of Southeast Plaza Second Addition shows as "Non-Exclusive Easements for Ingress and Egress and Public Utilities" on the Plat of said Addition. As referenced on Plat of Survey dated February 4, 2021, and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

PARCEL 3: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-six (26), and Twenty-seven (27) of Southeast Place, as per Plat recorded in Book 5000, Page 302 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

**09-13-28-301-016 | IL-121 and South of Rt. 36 | Retail Development**

PARCEL 1: Lot One (1) of Southeast Plaza Fourth Addition, as per Plat recorded in Book 5000, Page 291 of the Records in the Recorder’s Office of Macon County, Illinois. Situated in Macon County, Illinois.

**Connector Strip | Retail Development**

A three-foot-wide connector strip from the Southeastern most corner of the property identified by PIN 09-13-28-151-011 meeting the North side of the property identified by PIN 09-13-28-301-016 to the South of Rolling Creek Drive.

**PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 18TH DAY OF MARCH 2024.**

DOTY \_\_\_\_\_  
SIUDYLA \_\_\_\_\_  
PATRICK \_\_\_\_\_

SCALES \_\_\_\_\_  
KERNAN \_\_\_\_\_  
TIBBS \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## **ADDENDUM A**

### **Main Place Properties**

#### **09-13-29-201-001 | 44<sup>th</sup> St and Maryland in Decatur | Multi-Family Housing**

The West Half of the West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M. Situated in Macon County, Illinois.

#### **09-13-29-128-002 | 44<sup>th</sup> St and Maryland in Decatur | Multi-Family Housing**

The East ½ of the Northeast ¼ of Northwest ¼ of Section 29, Township 16 North, Range 3 East of the 3<sup>rd</sup> P.M., except the North 300 feet of the East 300 feet thereof. Situated in Macon County, Illinois.

#### **09-13-28-151-011 | IL-121 and South of Rt. 36 | Retail Development**

PARCEL 2: Lot Seven (7) and Lot Eight (8) except the South 25 feet thereof Southeast Plaza Second Addition, as per Plat recorded in Book 1832, Page 622 of the Records in the Recorder's Office of Macon County, Illinois, together with the non-exclusive rights of ingress and egress over and across those portions of Southeast Plaza Second Addition shows as "Non-Exclusive Easements for Ingress and Egress and Public Utilities" on the Plat of said Addition. As referenced on Plat of Survey dated February 4, 2021, and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

PARCEL 3: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-six (26), and Twenty-seven (27) of Southeast Place, as per Plat recorded in Book 5000, Page 302 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

#### **09-13-28-301-016 | IL-121 and South of Rt. 36 | Retail Development**

PARCEL 1: Lot One (1) of Southeast Plaza Fourth Addition, as per Plat recorded in Book 5000, Page 291 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

#### **Connector Strip | Retail Development**

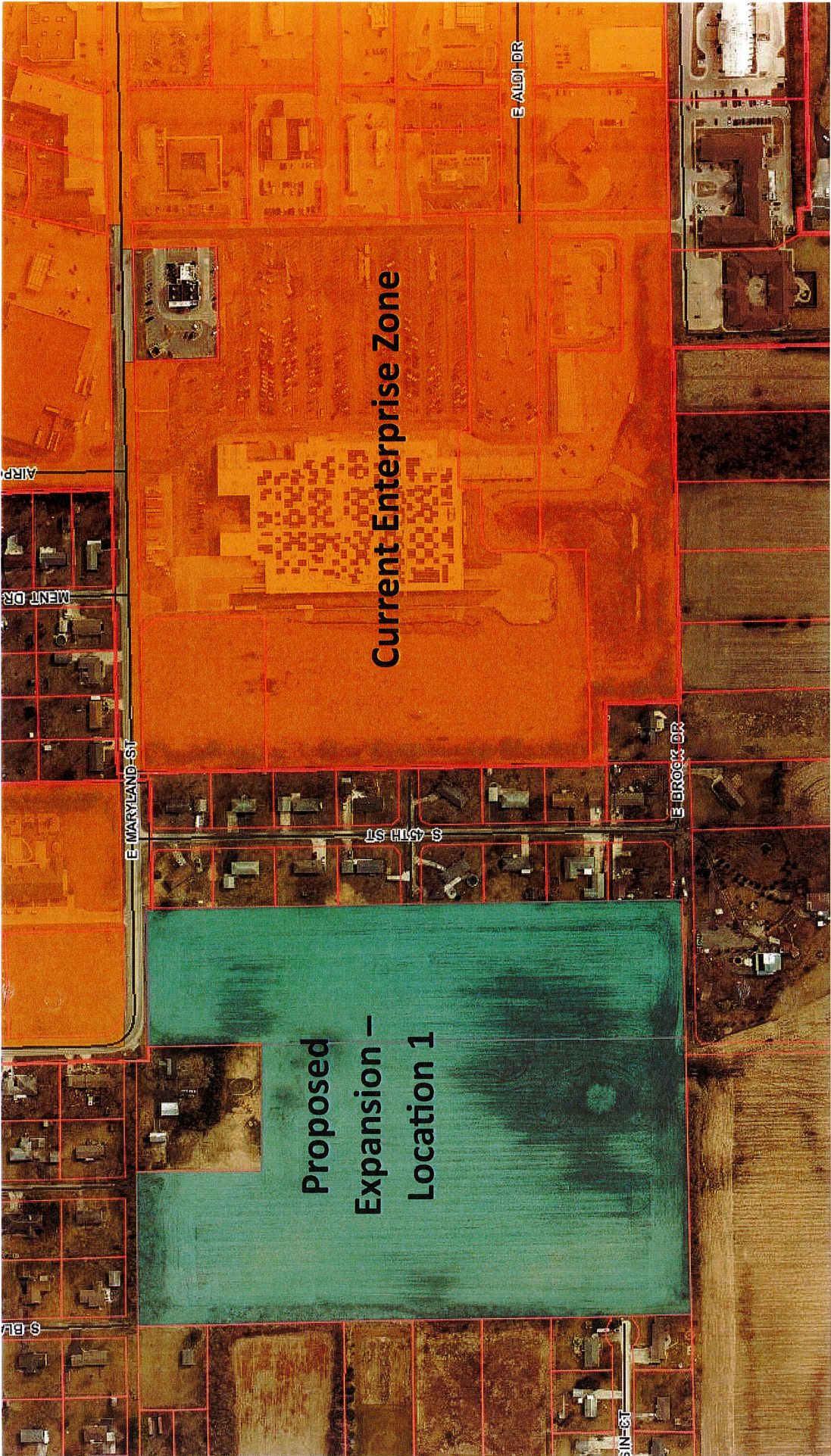
A three-foot-wide connector strip from the Southeastern most corner of the property identified by PIN 09-13-28-151-011 meeting the North side of the property identified by PIN 09-13-28-301-016 to the South of Rolling Creek Drive.



**ADDENDUM B**

**Residential Project – 44<sup>th</sup> St. & Maryland St.**

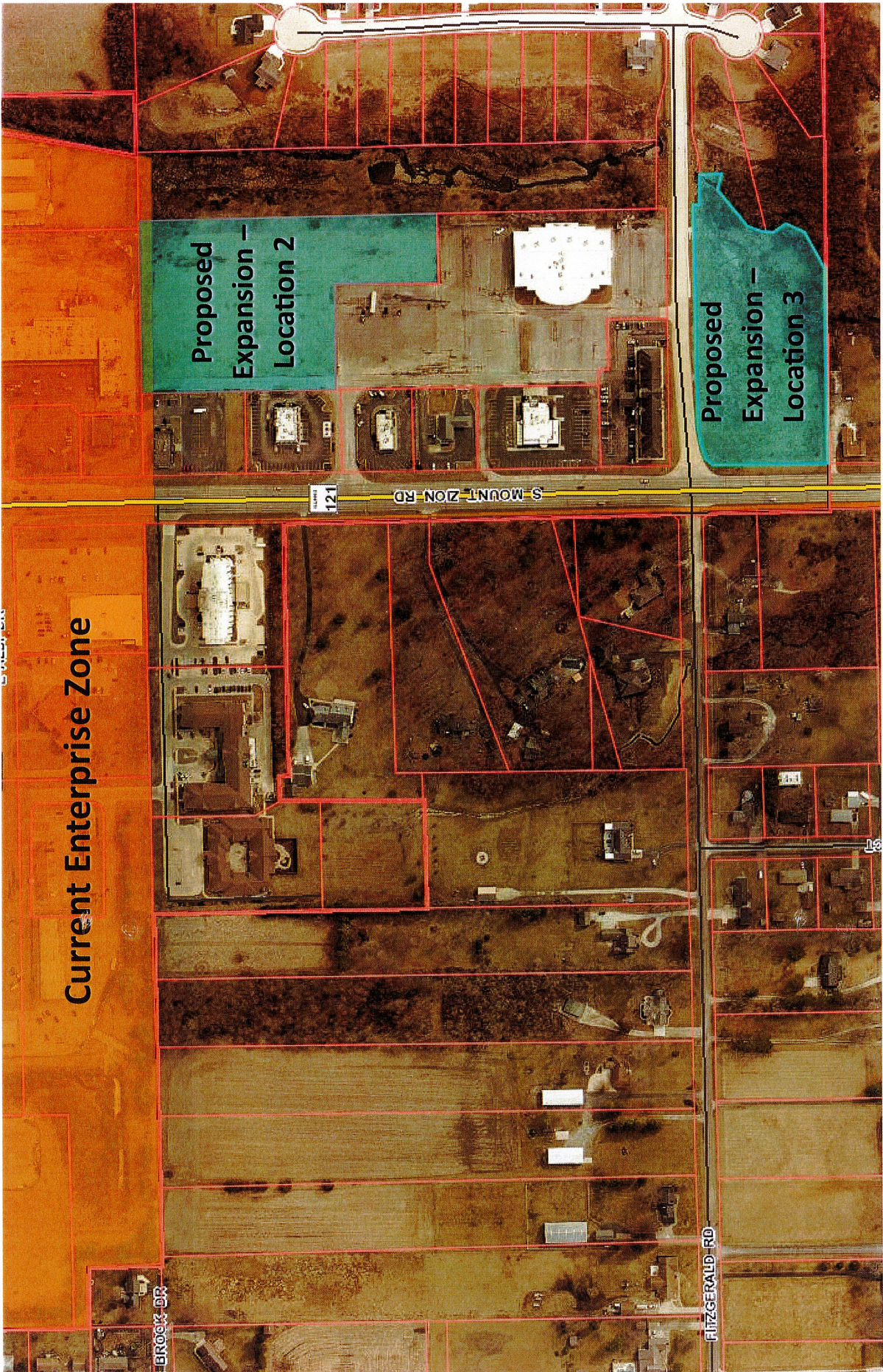
PIN	Owner	Size
09-13-29-128-002	MDA DEVELOPMENT HOLDINGS, LLC	18 Acres
09-13-29-201-001	MDA DEVELOPMENT HOLDINGS, LLC	10 Acres



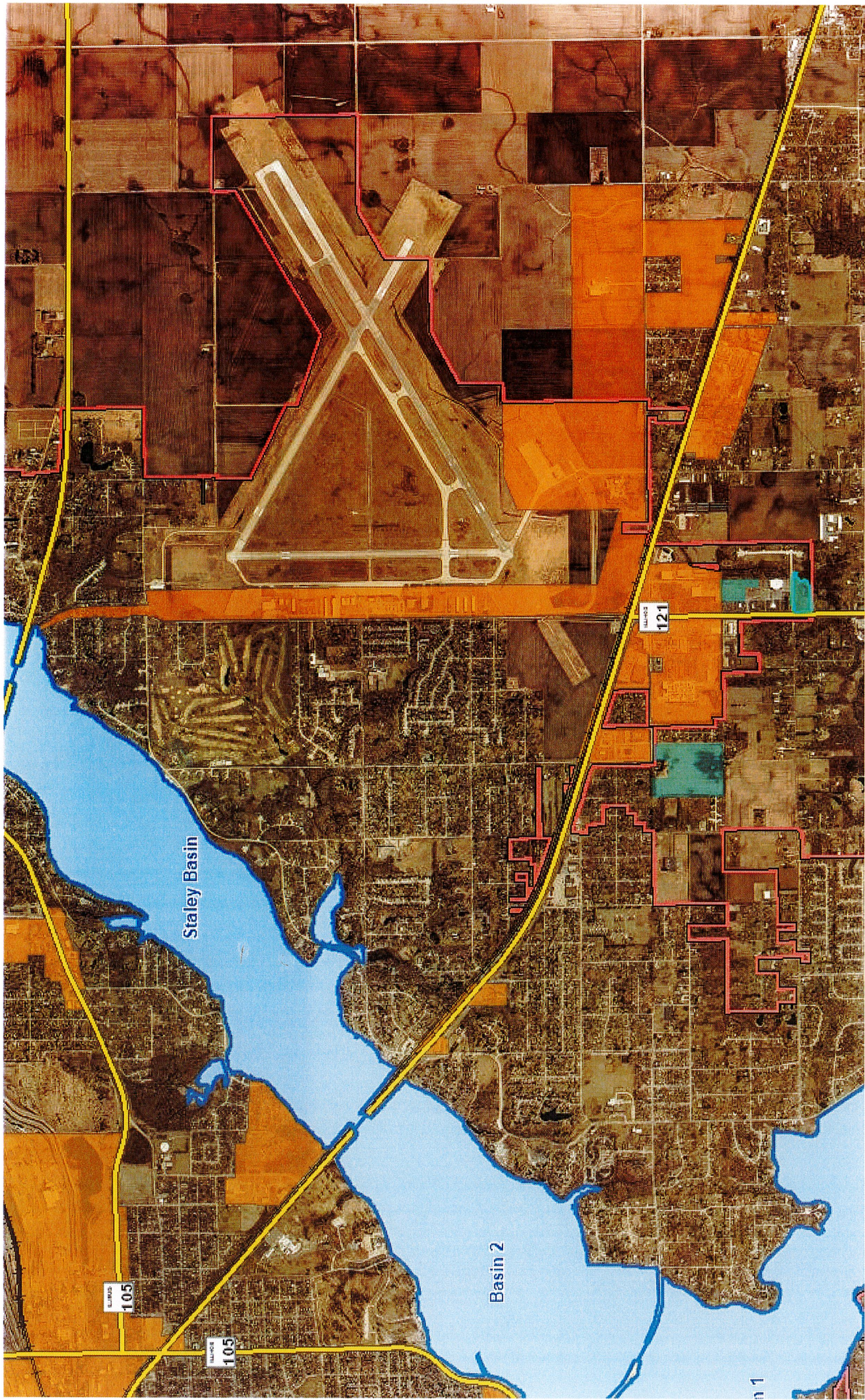


Retail Project – East of IL-121, South of Rt. 36

PIN	Owner	Size
09-13-28-151-011	SONNY SKIES LLC	5.4
09-13-28-301-016	SONNY SKIES LLC	5.58











410 W. MAIN STREET  
MT. ZION, IL. 62549  
PH. 217-864-4012

## MONTHLY HIGHLIGHTS FEBRUARY 2024

- **DOMESTIC VIOLENCE-** Officers were detailed to a residence on Ashland Avenue regarding a domestic violence call. CIRDC Dispatch stated a man called 911 and asked for police at his residence before the call was disconnected. Dispatch added there was yelling in the background as the caller was trying to speak. Officers arrived and spoke with the victim, who was standing in the front yard. The victim explained he was involved in an argument with his 18 yoa son. Officers knew from previous contacts that the caller had obtained an Order of Protection against his son a few weeks before. The order was still valid. The victim said that despite the OP he allowed his son to return home in hopes of keeping him out of trouble. The victim said that earlier in the day he and his son became involved in an argument and he told his son to leave. His son refused. When he tried to call police, the son knocked the phone from his hands and took it from him. The victim said he did not want his son arrested, but wanted him to leave. Officers told the son to leave several times. The son was uncooperative and refused. He added he would rather be arrested. The son was taken into custody. While escorting the son to a squad car, he broke free and ran. After a short foot chase the son was again taken into custody. He was transported to the Macon County Jail. Pending Charges include: Violation of an OP, Resisting Police, and Interfering with Reporting of Domestic Violence.
- **POSSESSION OF A STOLEN VEHICLE-** At about 1:20am on February 8<sup>th</sup> an officer observed a truck pulling a trailer in the area of Spitler Park and State Hwy 121. The truck did not have a front plate. The officer noticed the plate on the back of the truck was for a passenger vehicle and not a truck plate. The officer stopped the truck and spoke with the driver. The driver admitted he did not have valid registration for the truck. The officer ran a check on the trucks VIN and discovered the truck was stolen out of Normal, Illinois. The driver, a 29 yoa male, was taken custody and transported to the Macon County Jail. Pending charges include Possession of a Stolen Vehicle and numerous traffic charges.

Criminal Arrests- 14  
Ordinance Citations- 2

Traffic Crashes- 1  
Traffic Citations- 43