



VILLAGE OF MT. ZION
Mayor and Village Board of Trustees
Agenda
Monday, September 15, 2025
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 – August 18, 2025
- c) Fund Warrants – September 15, 2025
- d) Treasurer's Report – August 2025

Old Business: None

New Business:

- 1) Consideration and action on Ordinance No. 2025-14 An Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement – 1645 N. State Highway 121
- 2) Consideration and action on Ordinance No. 2025-15 An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement by and between the Village of Mt. Zion, Macon County, Illinois and Sams & Sullivan Properties, LLC and Agility Properties, LLC and Dr. Jacob D. Sams, M.D. and Dr. Donald N. Sullivan M.D.
- 3) Consideration and action on Ordinance No. 2025-16 An Ordinance Approving and Authorizing the Execution of the Third Amendment to the Redevelopment Agreement by and between the Village of Mt. Zion, Macon County, Illinois and Lewis Property Development, LLC and Lewis Rental Properties, LLC
- 4) Presentation of the FY 2024 Motor Fuel Tax Compliance Report
- 5) Consideration and action on Ordinance No. 2025-17 An Ordinance to Amend Chapter 103, Sec 103-7 of the Mt. Zion Code of Ordinances
- 6) Consideration and action on Ordinance No. 2025-18 An Ordinance Authorizing the Sale of Surplus Equipment

- 7) Consideration and action on Ordinance No. 2025-19 An Ordinance Approving and Authorizing the Execution of a Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion, Macon County, Illinois, and Capelli's Studio & Spa, LLC and Nichole R. Garner – 1339 N. State Highway 121
- 8) Consideration and action on Ordinance No. 2025-20 An Ordinance Approving and Authorizing the Execution of a Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion, Macon County, Illinois and 1335 MTZ Building, LLC and John Doolin and Gregg Meisenhelter and Nichole R. Garner – 1335 N. State Highway 121
- 9) Administrator & Staff Items
- 10) Mayor & Trustee Items
- 11) 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
- 12) Adjournment

VILLAGE BOARD OF TRUSTEES
MEETING MINUTES
August 18, 2025
5:15 p.m.

Trustee Patrick 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, Jack Vance, and Phil Tibbs. Also present were Village Administrator, Julie Miller, Village Treasurer, Corey McKenzie, Director of Public Works, Chad Reynolds, Police Lieutenant, Mike Foster, Parks and Recreation Director, Tiffany Wilson, Event Coordinator, Tiffany Streibich, and Village Clerk, Dawn Reynolds. Mayor Williams, Evan West, and Chris Siudyla were absent.

Pledge of Allegiance

Public Forum: Two (2) people were present. No one wished 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 Vance. A breakdown of Fund Warrants for the period ending August 18, 2025 is as follows: General Fund - \$127,318.78, Motor Fuel Tax - \$22,862.80, BDD - \$42,346.25, 2024 G.O. Capital Project - \$101,573.75, Water Revenue Fund - \$106,375.30, and Sewer Revenue Fund - \$44,883.72. A roll call vote was taken: Doty-yea, Patrick-yea, Vance-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Microtransit Service Presentation and Update – Randy Phipps: Randy Phipps, Lead Road Supervisor for MC Transportation, Inc. gave a presentation on the Microtransit Service starting this month.

Consideration and action on Change Order #1 and Final Pay Estimate – 2025 Fawn Court and Goodwin Park Resurfacing Projects: Administrator Miller presented for consideration a change order and final pay estimate for the 2025 Fawn Court and Goodwin Park Resurfacing Projects. The change order is an increase of \$4,084.75 due to the additional base repairs needed for the Goodwin Park parking lot.

A motion was made by Trustee Vance to approve Change Order No. 1 in the amount of \$4,084.75 and the Final Pay Estimate and adjusted contract price of \$136,072.00 with Dunn Company as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Patrick-yea, Vance-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Consideration and action on Request for Tax Levy Funding – Mt. Zion Police Pension Fund: Administrator Miller presented the Police Pension Board's annual request for funds. This year's request for funding is \$119,498.00 which is an 18.29% decrease over the previous year's request due to the state no longer using the phase-in assumed rate of return and the investment return the state-wide fund has over the last year.

A motion was made by Trustee Doty to accept the Annual Funding Report from the Police Pension Board and approve the request for funding in the amount of \$119,238.00 as presented, seconded by Trustee Vance. A roll call vote was taken: Doty-yea, Patrick-yea, Vance-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Consideration and action on Resolution No. 2025-14 A Resolution Approving the Release of Closed Session Minutes as Authorized by the Illinois Open Meetings Act: Administrator Miller presented for consideration a resolution to release closed session minutes from a meeting on January 23, 2025. State Statutes require the review of closed session minutes semi-annually and all minutes with resolved issues should be opened to the public.

A motion was made by Trustee Doty to approve Resolution No. 2025-14 Approving the Release of Closed Session Minutes as Authorized by the Illinois Open Meetings Act as presented, seconded by Trustee Tibbs. A roll call vote was taken: Doty-yea, Patrick-yea, Vance-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Consideration and action on Resolution No. 2025-15 A Resolution Approving the Destruction of Audio or Video Recordings of Closed Session Meetings as Authorized by the Illinois Open Meetings Act: Administrator Miller presented for consideration a resolution to destroy audio recordings of closed session meetings that took place on October 17, 2022 and October 16, 2023. The minutes from these meetings have already been approved and released.

A motion was made by Trustee Vance to approve Resolution No. 2025-15 Approving the Destruction of Audio or Video Recordings of Closed Session Meetings as Authorized by the Illinois Open Meetings Act as presented, seconded by Trustee Doty. A roll call vote was taken: Doty-yea, Patrick-yea, Vance-yea, and Tibbs-yea. Motion carried 4-yea, 0-nay, 2-absent.

Mt. Zion Pavement Assessment Presentation – Corey McKenzie: Treasurer McKenzie presented a power point for the Mt. Zion pavement assessment that was completed earlier this year.

Administrator & Staff Items:

Coordinator Streibich invited the Board to the Craft Show Friday and Saturday.

Administrator Miller gave a South Lake Craycroft subdivision update and a traffic signal update.

Mayor & Trustee Items:

Trustee Doty offered ideas on how to handle deceased dogs found in the Village so that owners can have closure.

Trustee Tibbs thanked the Police Department for handling issues at Woodland apartments.

Trustee Patrick thanked staff for a successful Pony Express Days event.

Adjournment: A motion was made by Trustee Doty to adjourn the August 18, 2025 Village Board meeting, seconded by Trustee Tibbs. A voice vote was unanimous; motion carried. The meeting was adjourned at 6:04 p.m.

Respectfully submitted,

Dawn Reynolds
Village Clerk

Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Fund Warrants

DT: September 15, 2025

Attached is a list of Fund Warrants for the period ending September 15, 2025. The total of all Fund Warrants for the period is \$1,012,821.34. It is recommended that the Fund Warrants be approved for payment.

Proposed Motion:

Approval of the Fund Warrants for the period ending September 15, 2025.

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
BLUE CROSS-BLUE SHIELD	01.11.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	1,878.84
CLARK, KELLY DDS	01.11.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	8/14/2025	80.00
DEARBORN LIFE INSURANCE CO.	01.11.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	102.80
MCKENZIE, COREY	01.11.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	210.67
NELSON'S TERMITE & PEST CONTRO	01.11.511 R & M BUILDING	MONTHLY PEST CONTROL	262971	40.85
DUST AND SON OF MACON COUNTY	01.11.513 R & M VEHICLES	BRAKES - VH CAR	S17-1060615	149.88
FEATHERSTUN, GAUMER, STOCKS, F	01.11.533 LEGAL	GENERAL LEGAL	88J965	470.00
TOP TO BOTTOM CLEANING	01.11.536 JANITORIAL SERVICES	JANITORIAL SERVICES	9	575.00
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.74
INTEGRITY TECHNOLOGY SOLUTION	01.11.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.85
ALTORFER INC.	01.11.552 TELEPHONE/INTERNET	VH/C C GENERATOR SERVICE	WO430076890	434.00
MCC NETWORK SERVICES, LLC	01.11.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	146.60
ARTHUR PUBLISHING	01.11.554 PRINTING AND PUBLICATIO	BUSINESS DIRECTORY	1061893	100.00
GREATAMERICA FINANCIAL SVCS.	01.11.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	40018012	92.43
C.O.P.S.	01.11.561 FEES	ON-SITE PAPER SHREDDING	163027	48.27
MACON COUNTY RECORDER	01.11.561 FEES	LIEN RELEASE FEE	4014253	53.00
STALEY CREDIT UNION	01.11.561 FEES	GOOGLE EMAIL FEE	VOFMTZ 09/15	310.80
MCKENZIE, COREY	01.11.562 TRAVEL	MILEAGE REIMBURSEMENT	9-15-25	56.14
STALEY CREDIT UNION	01.11.565 DUES AND SUBSCRIPTION	HERALD AND REVIEW SUBSCRIPTION	VOFMTZ 09/15	33.99
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	1002 09/15/202	32.92
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3026 09/15/202	781.27
AMEREN ILLINOIS	01.11.571 UTILITIES	UTILITIES	3027 09/15/202	235.04
CONSTELLATION ENERGY SVS., INC.	01.11.571 UTILITIES	UTILITIES	4389364	16.92
STALEY CREDIT UNION	01.11.651 OFFICE SUPPLIES	OFFICE SUPPLIES	MCKENZIE 09/	30.93
STALEY CREDIT UNION	01.11.651 OFFICE SUPPLIES	BATTERY BACK UPS	VOFMTZ 09/15	135.98
TICK TOCK ENERGY, INC.	01.11.915 SPECIAL PROJECTS	VILLAGE HALL/CONVENTION CENTER SOLAR PROJECT	1118	123,133.60
TICK TOCK ENERGY, INC.	01.11.915 SPECIAL PROJECTS	VILLAGE HALL/CONVENTION CENTER SOLAR PROJECT	1119	30,783.40
Total ADMINISTRATION:				160,259.92
BLUE CROSS-BLUE SHIELD	01.16.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	1,252.56
DEARBORN LIFE INSURANCE CO.	01.16.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	11.06
MCKENZIE, COREY	01.16.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	210.66
MSA PROFESSIONAL SERVICES INC.	01.16.532 ENGINEERING	SITE PLAN REVIEW X 2	019604	3,381.39
Total PLAN/ZONING DEPARTMENT:				4,855.67
BLUE CROSS-BLUE SHIELD	01.21.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	22,226.43
BURMEISTER, CHAD M. DMD	01.21.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/06/2025	369.00
DEARBORN LIFE INSURANCE CO.	01.21.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	151.80
DETECTION SECURITY COMPANY	01.21.511 R/M BUILDINGS	SEMI-ANNUAL INSPECTION	201479	225.00
NELSON'S TERMITE & PEST CONTRO	01.21.511 R/M BUILDINGS	MONTHLY PEST CONTROL	262971	40.83
BILLINGSLEY 66 CAR WASH	01.21.513 R/M VEHICLES	CAR WASH - SQUAD CARS	1270	72.00

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
DUST AND SON OF MACON COUNTY	01.21.513 R/M VEHICLES	SQUAD CAR OIL FILTERS	S17-1060450	98.88
KENNEY'S ACE HARDWARE	01.21.513 R/M VEHICLES	SQUAD CAR AC RECHARGE	188962	32.39
MT. ZION AUTO SERVICE	01.21.513 R/M VEHICLES	SQUAD CAR TIRE/ALIGNMENT	14875	1,115.92
FEATHERSTUN, GAUMER, STOCKS, F	01.21.533 LEGAL	GENERAL LEGAL	88J965	94.00
CLEAN SERVICES UNLIMITED, LLC	01.21.536 JANITORIAL SERVICES	JANITORIAL	4962	885.00
INTEGRITY TECHNOLOGY SOLUTION	01.21.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
MOTOROLA SOLUTIONS INC.	01.21.549 CONTRACTUAL SERVICES	ANNUAL FEE	8230532371	12,639.75
MCC NETWORK SERVICES, LLC	01.21.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	556.40
VERIZON WIRELESS	01.21.552 TELEPHONE/INTERNET	PD WIRELESS	6122194017	358.21
PITNEY BOWES GLOBAL FINANCIAL S	01.21.561 FEES	POSTAGE MACHINE LEASE	3107383626	194.19
SALTUS TECHNOLOGIES	01.21.561 FEES	DIGITICKET ANNUAL SUPPORT FEE	2509-26	1,580.00
STALEY CREDIT UNION	01.21.561 FEES	PRIME SUBSCRIPTION	SKUNDBERG	14.99
STALEY CREDIT UNION	01.21.565 DUES AND SUBSCRIPTION	WHOOSTER SUBSCRIPTION	SKUNDBERG	119.00
STALEY CREDIT UNION	01.21.565 DUES AND SUBSCRIPTION	ILEAS ANNUAL FEE	SKUNDBERG	120.00
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	3691 09/15/202	55.50
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4178 09/15/202	74.33
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	4817 09/15/202	1,296.37
AMEREN ILLINOIS	01.21.571 UTILITIES	TORNADO SIREN	56333 09/15/20	56.25
AMEREN ILLINOIS	01.21.571 UTILITIES	UTILITIES	5856 09/15/202	55.50
CONSTELLATION ENERGY SVS., INC.	01.21.571 UTILITIES	UTILITIES	4389364	5.82
STALEY CREDIT UNION	01.21.651 OFFICE SUPPLIES	OFFICE SUPPLIES	SKUNDBERG	212.82
STALEY CREDIT UNION	01.21.651 OFFICE SUPPLIES	OFFICE SUPPLIES	SKUNDBERG	41.97
STALEY CREDIT UNION	01.21.651 OFFICE SUPPLIES	OFFICE SUPPLIES	SKUNDBERG	205.93
STALEY CREDIT UNION	01.21.651 OFFICE SUPPLIES	OFFICE SUPPLIES	SKUNDBERG	102.58
STALEY CREDIT UNION	01.21.651 OFFICE SUPPLIES	OFFICE SUPPLIES	SKUNDBERG	19.62
STALEY CREDIT UNION	01.21.654 MISCELLANEOUS	MISC. SUPPLIES	SKUNDBERG	126.74
STALEY CREDIT UNION	01.21.654 MISCELLANEOUS	MISC. SUPPLIES	SKUNDBERG	177.01
EVERGREEN FS #15	01.21.655 GASOLINE AND OIL	FUEL	SKUNDBERG	90.00
Total POLICE DEPARTMENT:			4741484 09/15/	1,627.48
				45,057.42
ANDERSON, JEFF	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/20/2025	221.40
BLUE CROSS-BLUE SHIELD	01.41.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	4,522.38
COLE, TODD J., DDS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/11/2025	71.67
COLE, TODD J., DDS	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/13/2025	76.25
DEARBORN LIFE INSURANCE CO.	01.41.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	30.59
HUTTON, WILLIAM	01.41.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	866.67
KENNEY'S ACE HARDWARE	01.41.511 R/M BUILDING	LIGHT BULBS	189034	34.18
ALTORFER INC.	01.41.512 R/M EQUIPMENT	SKID LOADER SERVICE FILTERS	WO000112303	337.68
ALTORFER INC.	01.41.512 R/M EQUIPMENT	PW GENERATOR SERVICE	WO430076894	914.00
DUST AND SON OF MACON COUNTY	01.41.512 R/M EQUIPMENT	BATTERY - LIGHT PLANT	S17-1053499	116.40
DUST AND SON OF MACON COUNTY	01.41.512 R/M EQUIPMENT	SMALL ENGINE REPAIR	S17-1066637	8.00

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
JOHN DEERE FINANCIAL	01.41.512 R/M EQUIPMENT	SPRAYER TANK PARTS	22401 09/15/20	5.78
JOHN DEERE FINANCIAL	01.41.512 R/M EQUIPMENT	SPRAYER TANK PARTS	22401 09/15/20	155.97
SLOAN IMPLEMENT	01.41.512 R/M EQUIPMENT	GATOR REPAIRS	4013620	535.58
SLOAN IMPLEMENT	01.41.512 R/M EQUIPMENT	GATOR REPAIRS	4026010	239.86
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	ELECTRICAL SWITCH - TK#10	S17-1055442	87.02
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	A/C REFRIGERANT	S17-1064689	119.88
DUST AND SON OF MACON COUNTY	01.41.513 R/M VEHICLES	DEF FLUID	S17-1078712	59.92
CROSSROADS CONTRACTOR SUPPL	01.41.514 R/M SYSTEM	ENDS FOR ROLLER SCREED	28340	587.70
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	SHOP SUPPLIES	S17-1052402	105.92
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	HAND CLEANER	S17-1056585	145.48
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	PPE	S17-1063616	78.66
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	PPE	S17-1066627	62.28
DUST AND SON OF MACON COUNTY	01.41.514 R/M SYSTEM	SHOP SUPPLIES	S17-1070637	161.80
KENNEY'S ACE HARDWARE	01.41.514 R/M SYSTEM	PAINT - FUEL TANK	189360	177.26
LAWSON PRODUCTS, INC.	01.41.514 R/M SYSTEM	SHOP SUPPLIES	9312790126	543.08
INTEGRITY TECHNOLOGY SOLUTION	01.41.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.41.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.83
MCC NETWORK SERVICES, LLC	01.41.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	421.98
VERIZON WIRELESS	01.41.552 TELEPHONE/INTERNET	PW ON CALL PHONE	6122194017	42.21
TOM DAY BUSINESS MACHINES	01.41.554 PRINTING AND PUBLICATIO	TONER	107685	16.00
TOM DAY BUSINESS MACHINES	01.41.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER MAINTENANCE	107720	88.06
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	0029 09/15/202	69.63
AMEREN ILLINOIS	01.41.571 UTILITIES	UTILITIES	0653 09/15/202	552.84
CONSTELLATION ENERGY SVS., INC.	01.41.571 UTILITIES	UTILITIES	4389364	4.00
AMEREN ILLINOIS	01.41.572 STREET LIGHTING	STREET LIGHTING	56333 09/15/20	2,312.60
SHELBY ELECTRIC COOPERATIVE	01.41.572 STREET LIGHTING	STREET LIGHTING	0200 09/15/202	110.13
STALEY CREDIT UNION	01.41.652 OTHER SUPPLIES	SHOP TOOLS	CREYNOLDS	294.90
STALEY CREDIT UNION	01.41.652 OTHER SUPPLIES	MISC. SUPPLIES	CREYNOLDS	257.31
CROSSROADS CONTRACTOR SUPPL	01.41.653 SMALL EQUIPMENT	CONCRETE SCREED ROLLER	28279	1,382.64
LEE'S TOOL SALES INC.	01.41.653 SMALL EQUIPMENT	SHOP TOOLS	082925143615	482.49
EVERGREEN FS #15	01.41.655 GASOLINE AND OIL	FUEL	4741484 09/15/	443.86
MID-ILLINOIS CONCRETE, INC.	01.41.860 STREET/SIDEWALKS	CONCRETE - ASHLAND AVE.	0294324	552.00
MID-ILLINOIS CONCRETE, INC.	01.41.860 STREET/SIDEWALKS	CONCRETE - WHITETAIL	294323	534.00
MID-ILLINOIS CONCRETE, INC.	01.41.860 STREET/SIDEWALKS	CONCRETE - WILDWOOD DRIVE	294480	552.00
MIDWEST CONSTRUCTION MATERIAL	01.41.860 STREET/SIDEWALKS	EXPOXY REBAR - RIDGEWOOD COURT	160816	84.00
TELE SCAN, INC	01.41.860 STREET/SIDEWALKS	POTHOLING - UTILITY LOCATING	223097	2,550.00
Total STREET DEPARTMENT:				21,342.60
BLUE CROSS-BLUE SHIELD	01.51.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	2,979.40
DEARBORN LIFE INSURANCE CO.	01.51.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	25.31
HUTTON, WILLIAM	01.51.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	866.67
DETECTION SECURITY COMPANY	01.51.511 R & M BUILDING	ALARM SERVICE CALL	201889	166.00

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
J CUMMINGS PLUMBING	01.51.511 R & M BUILDING	PLUMBING REPAIR	22476	646.00
NELSON'S TERMITE & PEST CONTRO	01.51.511 R & M BUILDING	MONTHLY PEST CONTROL	262971	40.83
BARBECK COMMUNICATIONS GROUP	01.51.512 R/M EQUIPMENT	CAMERA REPAIR	153004277-1	160.00
STALEY CREDIT UNION	01.51.512 R/M EQUIPMENT	TRAILER TIRES	CREYNOLDS	276.30
CINTAS CORPORATION #396	01.51.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4241753436	220.46
TOP TO BOTTOM CLEANING	01.51.536 JANITORIAL SERVICES	JANITORIAL SERVICES	9	1,890.00
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.51.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.83
NOLEN SERVICES INC.	01.51.549 CONTRACTUAL SERVICES	PORTABLE RESTROOM - GOODWIN PARK	116392	145.00
ROBINSON, JACQUELINE	01.51.549 CONTRACTUAL SERVICES	INSTRUCTOR	09/15/2025	275.00
FRONTIER	01.51.552 TELEPHONE/INTERNET	TELEPHONE, INTERNET SERVICES	031225-5 09/1	228.57
MCC NETWORK SERVICES, LLC	01.51.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	704.71
GREATAMERICA FINANCIAL SVCS.	01.51.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	40018012	92.43
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	0027 09/15/202	68.97
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	1046 09/15/202	2,118.63
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	2419 09/15/202	79.39
AMEREN ILLINOIS	01.51.571 UTILITIES	UTILITIES	5019 09/15/202	839.33
CONSTELLATION ENERGY SVS., INC.	01.51.571 UTILITIES	UTILITIES	4389364	1.46
STALEY CREDIT UNION	01.51.651 OFFICE SUPPLIES	OFFICE SUPPLIES	MCKENZIE 09/	30.92
AAA TROPHIES	01.51.652 OTHER SUPPLIES	MISC. PLAQUES	231472	110.00
SITEONE LANDSCAPE SUPPLY	01.51.652 OTHER SUPPLIES	FERTILIZER	157173352-00	4,507.41
STALEY CREDIT UNION	01.51.652 OTHER SUPPLIES	PARK PLAY DAYS SUPPLIES	STREIBICH 09/	163.81
ULINE	01.51.652 OTHER SUPPLIES	PARK BENCH	197294955	3,740.16
SITEONE LANDSCAPE SUPPLY	01.51.653 SMALL EQUIPMENT	WATERING BAGS - TREES	157684627-00	136.56
Total Parks and Recreation:				20,839.86
BLUE CROSS-BLUE SHIELD	01.54.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	1,627.73
DEARBORN LIFE INSURANCE CO.	01.54.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	12.65
IVEY, TIFFANY	01.54.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	1,556.24
CONNOR COMPANY	01.54.511 R & M BUILDING	RESTROOM REPAIR	S011468611.00	39.88
J CUMMINGS PLUMBING	01.54.511 R & M BUILDING	WATER LINE LEAK REPAIR	22437	126.00
NELSON'S TERMITE & PEST CONTRO	01.54.511 R & M BUILDING	MONTHLY PEST CONTROL	262971	40.83
AIRWELD	01.54.512 R & M EQUIPMENT	CYLINDER LEASE	612487	84.00
ALTORFER INC.	01.54.512 R & M EQUIPMENT	VH/CC GENERATOR SERVICE	WO430076890	434.00
PRO-TAP	01.54.512 R & M EQUIPMENT	BEER LINES CLEANED	095822	40.00
CINTAS CORPORATION #396	01.54.536 JANITORIAL SERVICES	JANITORIAL SUPPLIES	4241753459	482.25
TOP TO BOTTOM CLEANING	01.54.536 JANITORIAL SERVICES	JANITORIAL SERVICES	9	2,325.00
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
INTEGRITY TECHNOLOGY SOLUTION	01.54.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.83
MCC NETWORK SERVICES, LLC	01.54.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	146.60
CENTRAL ILLINOIS MULTIMEDIA GRO	01.54.554 PRINTING AND PUBLICATIO	CRAFT SHOW RADIO ADS	09/15/2025	2,000.00
GREATAMERICA FINANCIAL SVCS.	01.54.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	40018012	92.43

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
STALEY CREDIT UNION	01.54.554 PRINTING AND PUBLICATION	CRAFT SHOW AD	STREIBICH 09/	133.39
STALEY CREDIT UNION	01.54.554 PRINTING AND PUBLICATION	CRAFT SHOW SIGNS	STREIBICH 09/	170.00
STALEY CREDIT UNION	01.54.561 FEES	CRAFT SHOW HEALTH DEPARTMENT LICENSE	STREIBICH 09/	76.75
AMEREN ILLINOIS	01.54.571 UTILITIES	UTILITIES	1002 09/15/202	32.92
AMEREN ILLINOIS	01.54.571 UTILITIES	UTILITIES	3026 09/15/202	781.27
CONSTELLATION ENERGY SVS., INC.	01.54.571 UTILITIES	UTILITIES	4389364	16.92
STALEY CREDIT UNION	01.54.652 OTHER SUPPLIES	OFFICE SUPPLIES	MCKENZIE 09/	30.92
STALEY CREDIT UNION	01.54.652 OTHER SUPPLIES	MISC. SUPPLIES	STREIBICH 09/	101.47
Total CONVENTION CENTER:				10,677.79
ALTORFER INC.	15.75.852 OTHER SYSTEM IMPROVE	MILL RENTAL - ASPHALT REPAIRS	V3548401	366.00
ALTORFER INC.	15.75.852 OTHER SYSTEM IMPROVE	ROLLER RENTAL - ASPHALT REPAIRS	V3553501	316.00
AMEREN ILLINOIS	15.75.852 OTHER SYSTEM IMPROVE	TRAFFIC SIGNALS	56333 09/15/20	234.93
DUNN COMPANY	15.75.852 OTHER SYSTEM IMPROVE	ASPHALT - STREET REPAIRS	12545	1,614.00
DUNN COMPANY	15.75.852 OTHER SYSTEM IMPROVE	ASPHALT - STREET REPAIRS	12555	1,607.00
DUNN COMPANY	15.75.852 OTHER SYSTEM IMPROVE	SOUTHLAKE ROADWAY IMPROVEMENTS - PHASE 2	12641	449,601.89
MSA PROFESSIONAL SERVICES INC.	15.75.852 OTHER SYSTEM IMPROVE	SOUTHLAKE ROAD IMPROVEMENT PHASE 2	020106	22,233.50
Total MOTOR FUEL TAX:				475,973.32
BELSON OUTDOORS, LLC	36.75.534 OTHER CAPITAL PROJECT	PAVILLION TABLES - SOLAR PANEL PROJECT	WQ385325	6,251.25
KENNEY'S ACE HARDWARE	36.75.534 OTHER CAPITAL PROJECT	FLETCHER SOLAR PANEL PAD SUPPLIES	189463	32.38
MIDWEST CONSTRUCTION MATERIAL	36.75.534 OTHER CAPITAL PROJECT	REBAR - SOLAR PANEL PAD PROJECT	161271	285.00
MIDWEST CONSTRUCTION MATERIAL	36.75.534 OTHER CAPITAL PROJECT	REBAR - SOLAR PANEL PAD PROJECT	161333	160.00
MIDWEST CONSTRUCTION MATERIAL	36.75.534 OTHER CAPITAL PROJECT	SUPPLIES - SOLAR PANEL PAD PROJECT	161619	265.00
MIDWEST CONSTRUCTION MATERIAL	36.75.534 OTHER CAPITAL PROJECT	FLETCHER SOLAR PANEL PAD SUPPLIES	161869	180.00
RONALD EVANS	36.75.534 OTHER CAPITAL PROJECT	TRANSPLANT TREES - SOLAR PANEL PAD PROJECT	09/15/2025	700.00
Total BDD:				7,873.63
ANDERSON, JEFF	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/20/2025	442.80
BLUE CROSS-BLUE SHIELD	51.42.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	9,532.60
CLARK, KELLY DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	07/31/2025	148.00
CLARK, KELLY DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/06/2025	180.80
CLARK, KELLY DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	7/31/2025	54.00
CLARK, KELLY DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	8/11/2025	528.80
COLE, TODD J., DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/11/2025	71.67
COLE, TODD J., DDS	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/13/2025	152.50
DEARBORN LIFE INSURANCE CO.	51.42.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	81.16
HUTTON, WILLIAM	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	866.66
MCKENZIE, COREY	51.42.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	210.66
NELSON'S TERMITE & PEST CONTROL	51.42.511 R/M BUILDING	MONTHLY PEST CONTROL	262971	40.83

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
BODINE ELECTRIC OF DECATUR	51.42.512 R/M EQUIPMENT	PUMP HOUSE PUMP REPAIR	810001029	365.60
CENTRAL ILLINOIS SCALE COMPANY	51.42.512 R/M EQUIPMENT	PUMP HOUSE SCALE REPAIR	121741	318.00
DUST AND SON OF MACON COUNTY	51.42.514 R/M SYSTEM	PPE	S17-1067302	207.60
HAWKINS, INC.	51.42.514 R/M SYSTEM	CHLORINE	7184630	253.39
KENNEY'S ACE HARDWARE	51.42.514 R/M SYSTEM	HYDRANT PAINT	189130	194.97
MARTIN ENGINEERING COMPANY	51.42.532 ENGINEERING	IEPA PERMIT SUBMISSION	11923	605.00
TOP TO BOTTOM CLEANING	51.42.536 JANITORIAL SERVICES	JANITORIAL SERVICES	9	575.00
INTEGRITY TECHNOLOGY SOLUTION	51.42.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
INTEGRITY TECHNOLOGY SOLUTION	51.42.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.83
USIC LOCATING SERVICES, LLC	51.42.549 CONTRACTUAL SERVICES	UTILITY LOCATES	756207	2,127.24
ABT MAILCOM	51.42.551 POSTAGE	UTILITY BILL PROCESSING	53230	1,145.88
MCC NETWORK SERVICES, LLC	51.42.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	146.60
STALEY CREDIT UNION	51.42.552 TELEPHONE/INTERNET	WATER TOWER DATA PLAN	MCKENZIE 09/	25.00
VERIZON WIRELESS	51.42.552 TELEPHONE/INTERNET	HOT SPOTS/TABLET DATA	6121842064	57.02
GREATAMERICA FINANCIAL SVCS.	51.42.554 PRINTING/PUBLICATION	TOSHIBA COPIER LEASE	40018012	92.43
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257222670	84.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257222912	175.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257224002	63.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257224462	35.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257224463	35.00
PACE ANALYTICAL SERVICES, LLC	51.42.561 FEES	WATER SAMPLES	257224608	330.00
STALEY CREDIT UNION	51.42.563 TRAINING	WATER CONFERENCE REGISTRATION	CREYNOLDS	245.00
WATERLY, LLC	51.42.565 DUES AND SUBSCRIPTION	ANNUAL SUBSCRIPTION	1681	1,300.00
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	0020 09/15/202	208.98
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	1002 09/15/202	32.92
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	3003 09/15/202	1,307.55
AMEREN ILLINOIS	51.42.571 UTILITIES	UTILITIES	3026 09/15/202	781.27
CONSTELLATION ENERGY SVS., INC.	51.42.571 UTILITIES	UTILITIES	4389364	18.73
CITY OF DECATUR	51.42.575 WATER PURCHASES	WATER PURCHASES	42870351	87,411.02
STALEY CREDIT UNION	51.42.651 OFFICE SUPPLIES	OFFICE SUPPLIES	MCKENZIE 09/	30.92
HAWKINS, INC.	51.42.652 OTHER SUPPLIES	CHLORINE	7165182	228.59
EVERGREEN FS #15	51.42.655 GASOLINE/OIL	FUEL	4741484 09/15/	443.86
UTILITY PIPE SALES	51.42.832 METERS	WATER METERS	1200170-00	1,639.13
UTILITY PIPE SALES	51.42.832 METERS	3" WATER METER	1201944-00	493.00
UTILITY PIPE SALES	51.42.832 METERS	WATER METERS	1202187-00	244.98
Total WATER:				113,858.70
ANDERSON, JEFF	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/20/2025	221.40
BLUE CROSS-BLUE SHIELD	52.43.451 HEALTH/LIFE/DENTAL	HEALTH INSURANCE PREMIUMS	09/15/2025	3,803.13
COLE, TODD J., DDS	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/11/2025	71.66
COLE, TODD J., DDS	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE DENTAL PAYMENT	08/13/2025	76.25
DEARBORN LIFE INSURANCE CO.	52.43.451 HEALTH/LIFE/DENTAL	LIFE INSURANCE PREMIUMS	09/15/2025	27.38

Vendor Name	Vendor & GL Account	Description	Invoice Number	Invoice Amount
MCKENZIE, COREY	52.43.451 HEALTH/LIFE/DENTAL	EMPLOYEE HRA REIMBURSEMENT	09/15/2025	210.66
NELSON'S TERMITE & PEST CONTRO	52.43.511 R/M BUILDINGS	MONTHLY PEST CONTROL	262971	40.83
DUST AND SON OF MACON COUNTY	52.43.513 R/M VEHICLES	ALTERNATOR - WATER TRUCK	S17-1079505	464.01
DUST AND SON OF MACON COUNTY	52.43.514 R/M SYSTEM	PPE	S17-1052671	207.60
STATE INDUSTRIAL PRODUCTS	52.43.514 R/M SYSTEM	LIFT STATION GREASE BLOCKS	903903435	884.58
TOP TO BOTTOM CLEANING	52.43.536 JANITORIAL SERVICES	JANITORIAL SERVICES	9	575.00
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	SECURITY AWARENESS TRAINING	240201	15.71
INTEGRITY TECHNOLOGY SOLUTION	52.43.549 CONTRACTUAL SERVICES	MONTHLY IT SUPPORT	240292	310.83
ABT MAILCOM	52.43.551 POSTAGE	UTILITY BILL PROCESSING	53230	763.92
MCC NETWORK SERVICES, LLC	52.43.552 TELEPHONE/INTERNET	TELEPHONE/INTERNET SERVICES	INV-322274	146.60
VERIZON WIRELESS	52.43.552 TELEPHONE/INTERNET	HOT SPOTS/TABLET DATA	6121842064	57.01
GREATAMERICA FINANCIAL SVCS.	52.43.554 PRINTING AND PUBLICATIO	TOSHIBA COPIER LEASE	40018012	92.42
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITES	0170 09/15/202	130.11
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	1002 09/15/202	32.91
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	3026 09/15/202	781.26
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	4572 09/15/202	128.85
AMEREN ILLINOIS	52.43.571 UTILITIES	UTILITIES	9930 09/15/202	70.14
CONSTELLATION ENERGY SVS., INC.	52.43.571 UTILITIES	UTILITIES	4389364	16.92
DECATUR SANITARY DISTRICT	52.43.578 SEWER TREATMENT CHAR	SANITARY TREATMENT CHARGES	09/15/2025	26,492.60
STALEY CREDIT UNION	52.43.651 OFFICE SUPPLIES	OFFICE SUPPLIES	MCKENZIE 09/	30.92
EVERGREEN FS #15	52.43.655 GASOLINE AND OIL	FUEL	4741484 09/15/	443.86
UTILITY PIPE SALES	52.43.832 METERS	WATER METERS	1200170-00	1,639.12
UTILITY PIPE SALES	52.43.832 METERS	3" WATER METER	1201944-00	493.00
UTILITY PIPE SALES	52.43.832 METERS	WATER METERS	1202187-00	244.98
Total SEWER:				38,473.66
SCOTT STATE BANK TRUST #263	69.82.710 BOND PRINCIPAL	GO BONDS 2020	09/15/2025	102,200.00
SCOTT STATE BANK TRUST #263	69.82.720 BOND INTEREST	GO BONDS 2020	09/15/2025	11,408.77
Total CONVENTER CENTER B & I REPAY:				113,608.77
Grand Totals:				1,012,821.34

Finance Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: Treasurer's Report

DT: September 11, 2025

Presented for consideration is the August 2025 Treasurer's Report. This report is a full account of month-to-date revenues and expenditures as required by law.

Proposed Motion:

Approval of the attached Treasurer's Report for the month ending August 2025 as presented.

VILLAGE OF MT. ZION
TREASURER'S REPORT
FOR THE MONTH OF AUGUST 2025

FUNDS	BEGINNING BALANCE	REVENUES	EXPENDITURES	ENDING BALANCE	NOW CHECKING	INVESTMENTS	TOTAL
GENERAL	3,030,523.65	271,999.73	394,006.57	2,908,516.81	127,202.57	2,781,314.24	2,908,516.81
AUDIT	29,589.80	1,959.25	-	31,549.05	2,734.56	28,814.49	31,549.05
LIABILITY INS.	118,584.94	10,691.73	-	129,276.67	12,508.38	116,768.29	129,276.67
MFT	969,301.04	26,979.35	22,862.80	973,417.59	67,371.35	906,046.24	973,417.59
IMRF	189,427.45	3,956.56	4,034.10	189,349.91	12,087.56	177,262.35	189,349.91
CROSSING GUARD	23,059.22	407.85	80.00	23,387.07	2,195.61	21,191.46	23,387.07
SOCIAL SECURITY	100,059.34	10,903.02	7,192.07	103,770.29	23,591.74	80,178.55	103,770.29
UNEMPLOYMENT COMP	60,447.91	635.29	-	61,083.20	948.67	60,134.53	61,083.20
BDD FUND	194,438.84	30,822.64	42,346.25	182,915.23	838.55	182,076.68	182,915.23
ROUTE 121 TIF	580,631.68	24,939.85	-	605,571.53	29,521.56	576,049.97	605,571.53
LEASE PURCHASE	12,831.35	1,390.00	-	14,221.35	1,957.94	12,263.41	14,221.35
2024 G.O. CAPITAL PROJECT	128,252.33	481.20	101,573.75	27,159.78	(101,326.92)	128,486.70	27,159.78
WATER FUND	136,385.68	21,152.16	-	157,537.84	157,537.84	-	157,537.84
SEWER FUND	491,259.05	174,024.38	139,296.48	525,986.95	82,838.14	443,148.81	525,986.95
CONVENTION CENTER B & I	433,363.39	66,024.71	59,158.86	440,229.24	180,218.32	260,010.92	440,229.24
2009 FLETCHER/TIF REPAY FUND	5,438.38	125,017.30	-	130,455.68	130,455.68	-	130,455.68
POLICE PENSION FUND	130,360.75	15,953.31	-	146,314.06	146,314.06	-	146,314.06
DRUG FUND	4,667,868.07	129,211.87	5,498.10	4,791,581.84	43,068.77	4,748,513.07	4,791,581.84
GAMES FUND	4,112.24	-	-	4,112.24	4,112.24	-	4,112.24
POLICE DUI FUND	374.06	2,501.14	-	2,875.20	2,875.20	-	2,875.20
CANNABIS REGULATION FUND	2,347.03	-	-	2,347.03	2,347.03	-	2,347.03
	15,683.57	712.92	-	16,396.49	16,396.49	-	16,396.49
	<u>11,324,339.77</u>	<u>919,764.26</u>	<u>776,048.98</u>	<u>11,468,055.05</u>	<u>945,795.34</u>	<u>10,522,259.71</u>	<u>11,468,055.05</u>

VILLAGE OF MT. ZION
MONTHLY BUDGET REPORT
FOR THE MONTH OF AUGUST 2025
REVENUE SUMMARY

<u>FUNDS</u>	<u>Month</u>	<u>Year-to-Date</u>	<u>Budget</u>	<u>Balance</u>	<u>%</u>
GENERAL	271,999.73	2,454,705.33	3,557,010.00	1,102,304.67	69%
AUDIT	1,959.25	14,488.17	21,600.00	7,111.83	67%
LIABILITY INS.	10,691.73	77,629.94	126,500.00	48,870.06	61%
MFT	26,979.35	202,152.15	294,000.00	91,847.85	69%
IMRF	3,956.56	29,378.23	43,000.00	13,621.77	68%
CROSSING GUARD	407.85	2,976.90	4,750.00	1,773.10	63%
SOCIAL SECURITY	10,903.02	79,242.59	131,050.00	51,807.41	60%
UNEMPLOYMENT COMP	635.29	4,649.89	7,000.00	2,350.11	66%
BDD FUND	30,822.64	218,690.22	344,000.00	125,309.78	64%
ROUTE 121 TIF	24,939.85	298,844.06	508,000.00	209,155.94	59%
LEASE PURCHASE	1,390.00	10,322.17	16,750.00	6,427.83	62%
2024 G.O. CAPITAL PROJECT	481.20	3,597.64	2,500.00	(1,097.64)	144%
2024 G.O. BI/REPAY FUND	21,152.16	155,946.65	265,250.00	109,303.35	59%
WATER FUND	174,024.38	1,254,347.74	1,877,500.00	623,152.26	67%
SEWER FUND	66,024.71	491,919.52	744,500.00	252,580.48	66%
CONVENTION CENTER B & I	125,017.30	125,017.30	125,100.00	82.70	100%
2009 FLETCHER/TIF REPAY FUND	15,953.31	129,072.14	183,100.00	54,027.86	70%
POLICE PENSION FUND	129,211.87	640,965.70	465,000.00	(175,965.70)	138%
DRUG FUND	-	6.38	25.00	18.62	26%
GAMES FUND	2,501.14	2,501.14	4,000.00	1,498.86	63%
POLICE DUI FUND	-	1,400.00	1,400.00	-	100%
CANNABIS REGULATION FUND	712.92	6,330.45	10,500.00	4,169.55	60%
	<u>919,764.26</u>	<u>6,204,184.31</u>	<u>8,732,535.00</u>	<u>2,528,350.69</u>	<u>71%</u>

VILLAGE OF MT. ZION
MONTHLY BUDGET REPORT
FOR THE MONTH OF AUGUST 2025
EXPENDITURE SUMMARY

FUNDS	Month	Year-to-Date	Budget	Balance	%
GENERAL	394,006.57	2,580,192.95	4,214,150.00	1,633,957.05	61%
AUDIT	-	21,360.00	28,000.00	6,640.00	76%
LIABILITY INS.	-	-	125,000.00	125,000.00	0%
MFT	22,862.80	110,464.44	1,125,000.00	1,014,535.56	10%
IMRF	4,034.10	36,358.46	60,000.00	23,641.54	61%
CROSSING GUARD	80.00	1,640.00	4,000.00	2,360.00	41%
SOCIAL SECURITY	7,192.07	63,440.70	131,000.00	67,559.30	48%
UNEMPLOYMENT COMP	-	-	25,000.00	25,000.00	0%
BDD FUND	42,346.25	402,839.08	559,500.00	156,660.92	72%
ROUTE 121 TIF	-	174,916.79	932,500.00	757,583.21	19%
LEASE PURCHASE	-	16,287.01	16,375.00	87.99	99%
2024 G.O. CAPITAL PROJECT	101,573.75	101,573.75	128,000.00	26,426.25	79%
2024 G.O. B/I REPAY FUND	-	14,413.95	265,100.00	250,686.05	5%
WATER FUND	139,296.48	1,182,244.15	1,982,100.00	799,855.85	60%
SEWER FUND	59,158.86	439,461.95	851,350.00	411,888.05	52%
CONVENTION CENTER B & I	-	11,408.65	125,100.00	113,691.35	9%
2009 FLETCHER/TIF REPAY FUND	-	6,450.75	183,000.00	176,549.25	4%
POLICE PENSION FUND	5,498.10	62,769.71	233,100.00	170,330.29	27%
DRUG FUND	-	-	4,000.00	4,000.00	0%
GAMES FUND	-	7,000.00	7,000.00	-	100%
POLICE DUI FUND	-	6,000.00	6,000.00	-	100%
CANNABIS REGULATION FUND	-	-	10,000.00	10,000.00	0%
	<u>776,048.98</u>	<u>5,238,822.34</u>	<u>11,015,275.00</u>	<u>5,776,452.66</u>	<u>48%</u>
GENERAL FUND BY DEPARTMENT					
ADMINISTRATIVE	55,493.55	351,504.45	667,975.00	316,470.55	53%
PLANNING & ZONING	6,340.48	61,893.13	112,700.00	50,806.87	55%
POLICE	115,137.34	1,043,831.32	1,644,500.00	600,668.68	63%
STREET	66,698.32	518,146.46	961,750.00	443,603.54	54%
PARKS & RECREATION	40,922.17	388,544.03	527,100.00	138,555.97	74%
CONVENTION CENTER	109,414.71	216,273.56	300,125.00	83,851.44	72%

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Adding Territory to the Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement – 1645 N State Highway 121

DT: September 11, 2025

Presented for consideration is an ordinance adding territory to the Enterprise Zone for 1645 N State Highway 121. The Decatur Macon County Enterprise Zone Board has approved the request for the boundary amendment to include the additional parcel 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 to include the parcel. Attached, you will find the ordinance, parcel legal description, and maps for the potential project.

Proposed Motion:

To approve Ordinance 2025-14 Adding Territory to the Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement for 1645 N State Highway 121 as presented.

ORDINANCE NO. 2025-14

AN ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE
AMENDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENTAL AGREEMENT
1645 N State Highway 121

BE IT ORDAINED BY THE VILLAGE OF MT. ZION, ILLINOIS:

Section 1: That Ordinance 934 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 2nd 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 10

Addendum A

12-17-04-227-020 | 1645 N State Highway 121, Mt. Zion

Part of Lot One (1) of Assessor's Subdivision of Lot Three (3), being a part of the NE ¼ of Section 4, Township 15 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to wit: Commencing at the Southeast corner of said Lot One (1) of Assessor's Subdivision; thence Westerly on the South line of said Lot One (1) a distance of Thirty-nine and Fifteen hundredths (39.15) feet to a point of the Westerly Right-of-Way Line of S.B.I. Route 132 as deeded to the State of Illinois by deed recorded in Book 17371 on Page 370 of the Records in the Recorder's Office of Macon County, Illinois, said point also being the Point of Beginning for the following described parcel: thence Northerly along said Westerly Right-of-Way Line, Three Hundred Twenty-eight and Twenty-seven Hundredths (328.27) feet to a point on the Southerly Right-of-Way Line at Wildwood Drive, thence Westerly along said Southerly line Three Hundred Sixty-five and Twenty-eight Hundredths (365.28) feet; thence South, Three Hundred Twenty-nine (329.00) feet more or less, to a point on the South line of Lot One (1) as aforesaid; thence Easterly along said South line, Three Hundred Seventy-five and Eighty-five Hundredths (375.85) feet to the point of beginning. Situated in the County of Macon and the State of Illinois.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION,
MACON COUNTY, ILLINOIS, ON THE 15TH DAY OF SEPTEMBER, 2025.

SUIDYLA _____

DOTY _____

VANCE _____

WEST _____

TIBBS _____

PATRICK _____

Village Clerk

APPROVED:

Village President

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. 2025-14 adopted at a meeting of the Board of Trustees of said Village held on September 15, 2025, 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 15th day of September 2025.

Clerk - The Village of Mt. Zion

ADDENDUM A

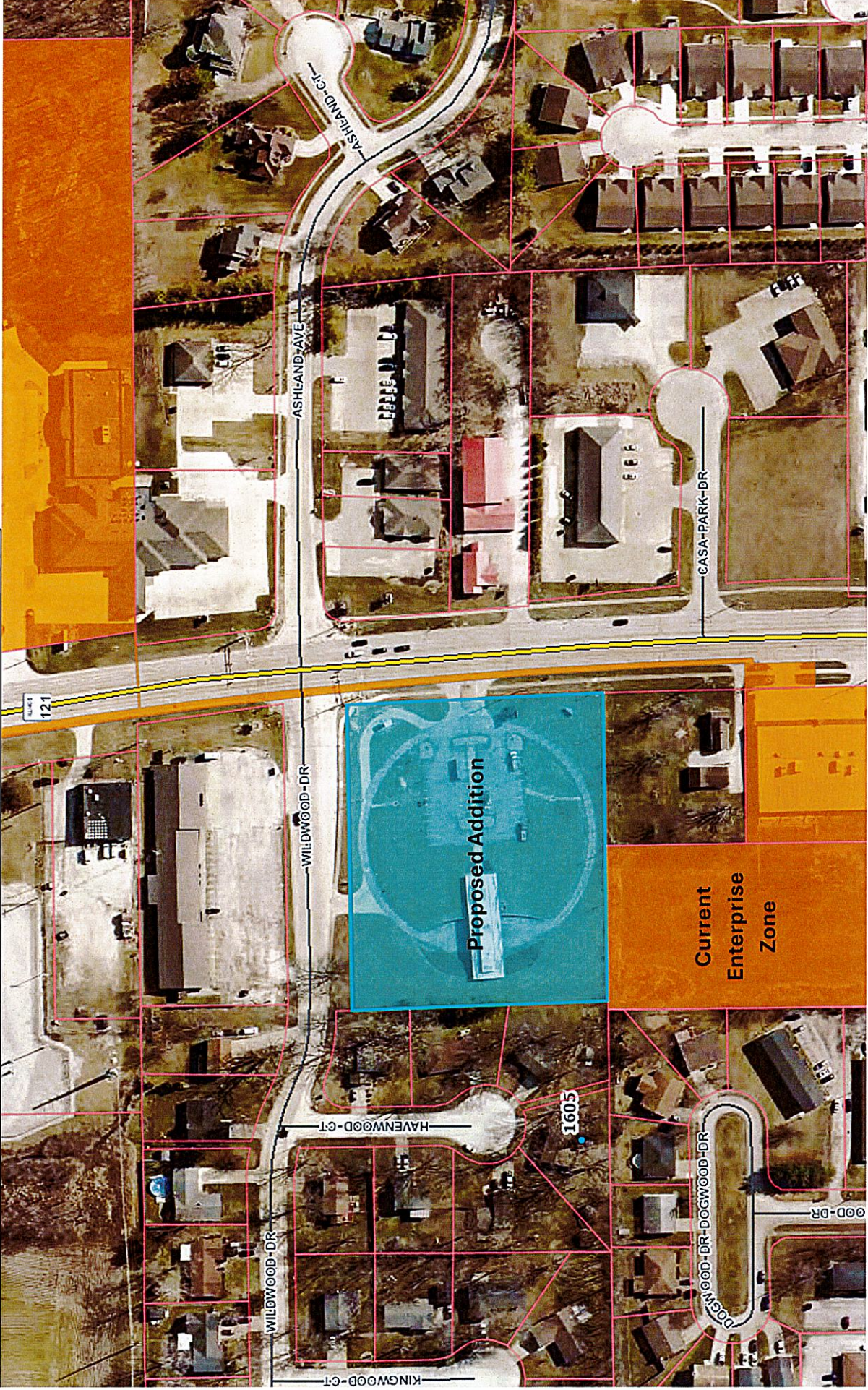
Agility Properties LLC

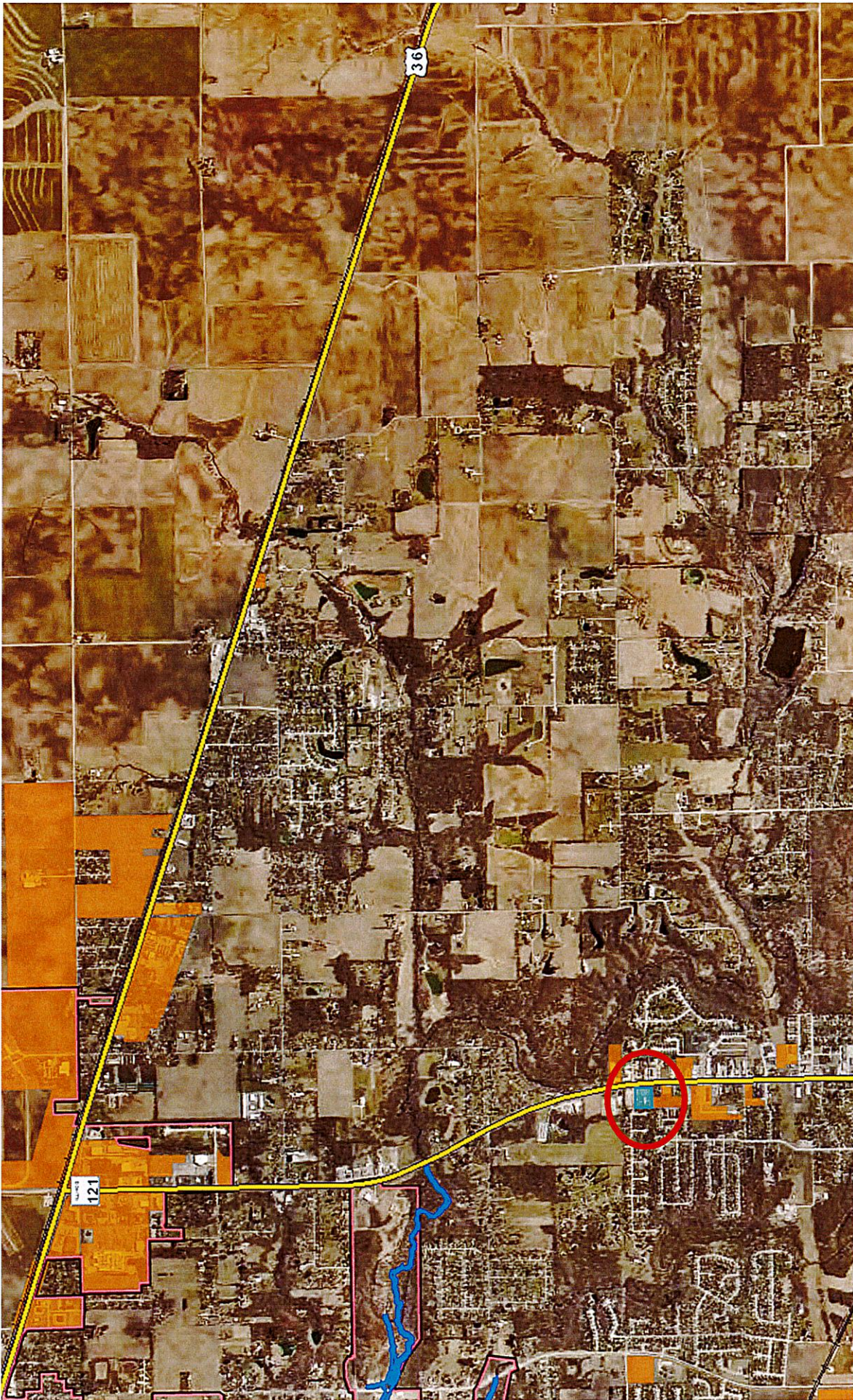
12-17-04-227-020 | 1645 N State Highway 121, Mt. Zion

Part of Lot One (1) of Assessor's Subdivision of Lot Three (3), being a part of the NE $\frac{1}{4}$ of Section 4, Township 15 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to wit: Commencing at the Southeast corner of said Lot One (1) of Assessor's Subdivision; thence Westerly on the South line of said Lot One (1) a distance of Thirty-nine and Fifteen hundredths (39.15) feet to a point of the Westerly Right-of-Way Line of S.B.I. Route 132 as deeded to the State of Illinois by deed recorded in Book 17371 on Page 370 of the Records in the Recorder's Office of Macon County, Illinois, said point also being the Point of Beginning for the following described parcel: thence Northerly along said Westerly Right-of-Way Line, Three Hundred Twenty-eight and Twenty-seven Hundredths (328.27) feet to a point on the Southerly Right-of-Way Line at Wildwood Drive, thence Westerly along said Southerly line Three Hundred Sixty-five and Twenty-eight Hundredths (365.28) feet; thence South, Three Hundred Twenty-nine (329.00) feet more or less, to a point on the South line of Lot One (1) as aforesaid; thence Easterly along said South line, Three Hundred Seventy-five and Eighty-five Hundredths (375.85) feet to the point of beginning. Situated in the County of Macon and the State of Illinois.

ADDENDUM B

PIN	Owner	Size (Acres)
12-17-04-227-020	AGILITY PROPERTIES LLC	2.68





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, Macon County, Illinois and Sams & Sullivan Properties, LLC and Agility Properties, LLC and Dr. Jacob D. Sams M.D. and Dr. Donald N. Sullivan, M.D.

DT: September 11, 2025

Presented for consideration is an ordinance approving a redevelopment agreement with Dr. Sams and Dr. Sullivan for property located at 1645 N. State Highway 121, formally Town and Country Bank. Dr. Sams and Dr. Sullivan have requested incentives from the Village to potentially construct an outpatient surgery center.

The proposed project has been submitted to the Health Facilities and Services Review Board and includes a 15,977 sq. ft. facility with an estimated cost of \$11.3 million. The facility would provide outpatient orthopedic and podiatric surgical services. The facility requires state approval before it can be constructed. The developer has until December 31, 2027 to complete the project.

The attached ordinance allows for the reimbursement of TIF eligible project costs not to exceed \$5,660,000. It also allows for a BDD reimbursement of fifty percent (50%) of the demolition costs not to exceed \$40,000 upon completion of the demolition and removal of the former Town and Country Bank building, structures and existing asphalt drive.

Proposed Motions:

To approve the Ordinance 2025-15 Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion, Macon County, Illinois and Sams & Sullivan Properties, LLC and Agility Properties, LLC and Dr. Jacob D. Sams M.D. and Dr. Donald N. Sullivan, M.D. as presented.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE BOARD AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE BOARD OF THE VILLAGE OF MT. ZION ON THE 15TH DAY OF SEPTEMBER, 2025, ADOPTED ORDINANCE NO. 2025-_____, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF SEPTEMBER, 2025.

(SEAL)

DAWN REYNOLDS
VILLAGE CLERK

VILLAGE OF MT. ZION, ILLINOIS

ORDINANCE NO. 2025-_____

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

by and between

THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

and

SAMS & SULLIVAN PROPERTIES, LLC

and

AGILITY PROPERTIES, LLC

and

DR. JACOB D. SAMS, M.D.

and

DR. DONALD N. SULLIVAN, M.D.

**PASSED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
ON THE 15TH DAY OF SEPTEMBER, 2025.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE BOARD OF
TRUSTEES FOR THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
THIS 15TH DAY OF SEPTEMBER, 2025.**

EFFECTIVE: SEPTEMBER 15, 2025

VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2025-_____

**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
SAMS & SULLIVAN PROPERTIES, LLC
and
AGILITY PROPERTIES, LLC
and
DR. JACOB D. SAMS, M.D.
and
DR. DONALD N. SULLIVAN, M.D.

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

1. The Redevelopment Agreement with Sams & Sullivan Properties, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D. and Dr. Donald N Sullivan, M.D. (*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 15th day of September, 2025.
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 15th day of September, 2025, 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
Evan West			
Jack Vance			
Chris Siudyla			
Randy Doty			
Nate Patrick			
Phil Tibbs			
Lucas Williams, Mayor			
TOTAL VOTES			

APPROVED: _____, Date: ____/____/2025
Lucas Williams, Mayor, Village of Mt. Zion

ATTEST: _____, Date: ____/____/2025
Dawn Reynolds, Village Clerk, Village of Mt. Zion

ATTACHMENTS:

EXHIBIT A. REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND SAMS & SULLIVAN PROPERTIES, LLC AND AGILITY PROPERTIES, LLC AND DR. JACOB D. SAMS, M.D., AND DR. DONALD N. SULLIVAN, M.D.

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

SAMS & SULLIVAN PROPERTIES, LLC

and

AGILITY PROPERTIES, LLC

and

DR. JACOB D. SAMS, M.D.

and

DR. DONALD N. SULLIVAN, M.D.

SEPTEMBER 15, 2025

**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
SAMS & SULLIVAN PROPERTIES, LLC
and
AGILITY PROPERTIES, LLC
and
DR. JACOB D. SAMS, M.D.
and
DR. DONALD N. SULLIVAN, M.D.

THIS REDEVELOPMENT AGREEMENT (including *Exhibits*) is entered into this 15th day of September, 2025, by the **VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS** (the “Village”), an Illinois Municipal Corporation, and **SAMS & SULLIVAN PROPERTIES, LLC**, an Illinois Limited Liability Company and **AGILITY PROPERTIES, LLC**, an Illinois Limited Liability Company and **DR. JACOB D. SAMS, M.D.**, individually and **DR. DONALD N. SULLIVAN, M.D.**, individually (collectively the “Developer”). Hereinafter the Village and the Developer, for convenience, may collectively be referred to as the “Parties.”

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 1645 N State Route 121, Mt. Zion, Illinois, (PIN 12-17-04-227-020), 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 demolish and remove the former *Town & Country Bank* buildings, structures and existing asphalt drive in advance of preparing the site and constructing new Ambulatory Surgery Center facilities on the Property (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 not to cumulatively exceed **Five**

Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00) 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%).
 - 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 and stipulated 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 and stipulated in ***Exhibit "I"*** 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. The Developer shall complete the Project on or before **December 31, 2027**, subject to extension due to *Force Majeure* (defined below in ***Section "M"***). The Project shall be deemed to be complete when the former *Town & Country Bank* buildings, structures and existing asphalt drive have been removed, the new Ambulatory Surgery Center facilities have been constructed and have received a Certificate of Occupancy from the Village and patient services have commenced on the Property.
5. All of the Developer's entities, Sams & Sullivan, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D., and Dr. Donald N. Sullivan, M.D., hereby direct the Village to pay all reimbursements pursuant to this Agreement for Business District Eligible Project Costs and TIF Eligible Project Costs incurred by the Developer to **Sams & Sullivan Properties, LLC**
6. 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 "I"*** 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 BDD ELIGIBLE PROJECT COSTS:** Upon completion of the demolition and removal of the former *Town & Country Bank* buildings, structures and existing asphalt drive on the Property and verification of BDD Eligible Project Costs pursuant to ***Section "E"*** below, the Village agrees to reimburse the Developer an amount not to exceed **Fifty Percent (50%)** of such costs incurred by the Developer or **Forty Thousand and 00/100 Dollars (\$40,000.00)**, whichever is less, from the BDD Fund.
2. **REIMBURSEMENT OF TIF REAL ESTATE TAX INCREMENT:** Commencing with Real Estate Tax Increment derived from the real estate taxes assessed on the Property in

year 2027 and paid in year 2028, upon the Village recapturing sufficient Net Real Estate Tax Increment generated by the Project in an amount equal to the amount reimbursed to the Developer pursuant to **Section "C(1)"** above, the Village agrees to annually reimburse the Developer **Ninety Percent (90%)** of the Net Real Estate Tax Increment generated by the Project for the reimbursement of the Developer's TIF Eligible Project Costs which are verified pursuant to **Section "E"** below. Said reimbursements shall 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 "I"** are fully reimbursed, not to exceed a total of **Five Million Six Hundred Sixty Thousand and 00/100 Dollars (\$5,660,000.00)**, whichever occurs first.

- a. 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 **"Sams & Sullivan Properties, LLC 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.
 - b. Net Real Estate Tax Increment is hereby 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.
3. The total reimbursements payable to the Developer under **Section "C(1)" and Section "C(2)"** above shall not in any event exceed a total cumulative reimbursement of **Five Million Seven Hundred Thousand and 00/100 Dollars (\$5,700,000.00)** during the term of this Agreement.
 4. If at any time during the term of this Agreement the Developer sells or otherwise transfers the Property, absent a written Assignment approved by the Village pursuant to **Section "N"** below, or subject to **Section "M"** otherwise 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 **\$5,700,000.00** 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 in ***Section "M"***.

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 Request for Verification of Private Redevelopment Costs (***Exhibit "2"*** and the ***"Request"***) 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 Request for Verification of Eligible Project Costs as required by the Village.
3. **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.
4. Any real estate tax increment not required to be paid to the Developer under the terms of ***Paragraph "3"*** above shall be available to the Village for any purpose set forth in the TIF Plan and allowed by the TIF Act.
5. The Administrator shall approve or disapprove a Request for Verification of Eligible Project Costs by written receipt to the Developer within thirty (30) business days after receipt of the Request. Approval of the Request for Verification of Eligible Project Costs will not be unreasonably withheld. If a Request is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Request with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
6. 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 pursuant to this Agreement, without further action of the Developer.

7. 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 DUE TO 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 provided 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 (3rd) 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:

(The remainder of this page is intentionally left blank.)

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

Sams & Sullivan Properties, LLC
% Dr. Jacob D. Sams, M.D., Manager
104 Ashland Ave.
Mt. Zion, IL 62549
Ph: (217) 972-0258
jsams@decaturorthopediccenter.com

Agility Properties, LLC
% Dr. Jacob D. Sams, M.D., Manager
1645 IL-121
Mt. Zion, IL 62549

Dr. Jacob D. Sams, M.D.
120 Southbrook Ct.
Decatur, IL 62521

Dr. Donald N. Sullivan, M.D.
4315 Sandcreek Rd.
Decatur, IL 62521

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.¹ 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.

¹ See online: <https://labor.illinois.gov/faqs/prevailing-wage-faq.html>

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: _____

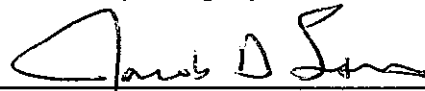
DEVELOPER

SAMS & SULLIVAN PROPERTIES, LLC, an Illinois Limited Liability Company

BY: 
Dr. Jacob D. Sams, M.D., Manager

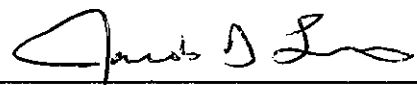
Date: 9-3-25

AGILITY PROPERTIES, LLC, an Illinois Limited Liability Company

BY: 
Dr. Jacob D. Sams, M.D., Manager


Date: 9-3-25

DR. JACOB D. SAMS, M.D., individually

BY: 
Dr. Jacob D. Sams, M.D.

Date: 9-3-25

DR. DONALD N. SULLIVAN, M.D., individually

BY: 
Dr. Donald N. Sullivan, M.D.

Date: 9/3/25

Attachments:

Exhibit 1. Summary of TIF Eligible Project Costs.

Exhibit 2. Request for Verification of TIF & BDD Eligible Project Costs by Sams & Sullivan Properties, LLC, Agility Properties, LLC, Dr. Jacob D. Sams, M.D., and Dr. Donald N. Sullivan, M.D.

EXHIBIT 1

SUMMARY OF ESTIMATED TIF AND BDD ELIGIBLE PROJECT COSTS

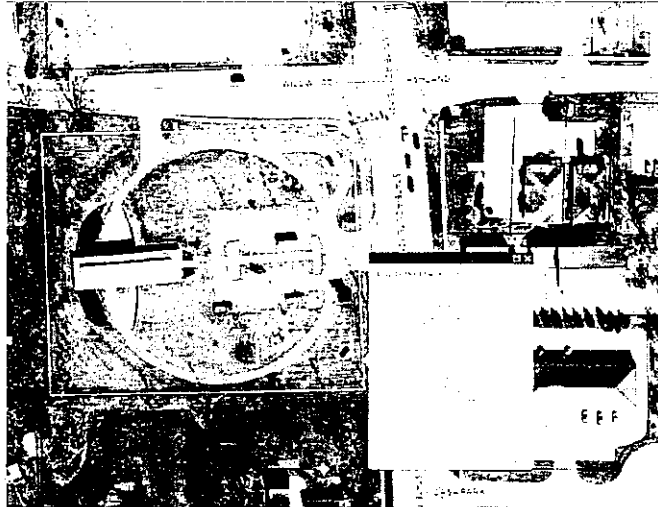
MT. ZION RT. 121 TIF DISTRICT II AND MT. ZION BDD NO. 1

REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND SAMS & SULLIVAN PROPERTIES, LLC AND AGILITY PROPERTIES, LLC AND DR. JACOB D. SAMS, M.D., AND DR. DONALD N. SULLIVAN, M.D.

Project Description: Developer acquired the Property in 2022 and intends to proceed with plans to demolish and remove the former *Town & Country Bank* buildings, structures and existing asphalt drive in advance of preparing the site and constructing new Ambulatory Surgery Center facilities on the Property.

Address: 1645 N State Route 121, Mt. Zion, IL 62549

Parcel PIN: 12-17-04-227-020 and further described as: S328 E415 LOT 1 IN LT 3 NE1/4 (EX HWY ROW) 00BK2955/336 94BK2533/775 70,500.



Developer's Estimated BDD Eligible Project Costs:

Demolition and removal of the former <i>Town & Country Bank</i> buildings, structures and existing asphalt drive.....	\$80,000
---	----------

Developer's Estimated TIF Eligible Project Costs:

Land Acquisition	\$305,000
Site Preparation.....	\$100,000
Professional Fees.....	\$880,000
Public Infrastructure and utilities extension.....	\$300,000
Interest Buy-Down (30%).....	<u>\$6,392,581</u>
TOTAL ESTIMATED TIF ELIGIBLE PROJECT COSTS¹.....	<u>\$8,057,581</u>

¹ **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 **\$5,700,000.00**, as set forth in **Section "C"** of 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 **\$5,700,000.00** as set forth herein.

EXHIBIT 2

PRIVATE REDEVELOPMENT PROJECT REQUEST FOR VERIFICATION OF ELIGIBLE PROJECT COSTS

Requisition No. _____

Developer/Requestor name: _____ Date submitted: ____/____/20____.

Developer/Requestor mailing address: _____.

Developer daytime phone: _____ Email address: _____.

This request for verification of eligible project costs relate to a written Redevelopment Agreement approved on
____/____/20____ by and between _____ and _____.
(Municipality) (Developer)

Project Name and Site Address: _____.

Property PIN(s) as found on most recent real estate tax bill: _____.

☐ Applicable Tax Increment Financing (TIF) District Name: _____.

☐ Applicable Business Development District (BDD) Name: _____.

This form is a request by the Developer to the Municipality for verification of eligible project costs which may be relied upon by the Municipality in advance of future disbursements of funds, if any are payable, from the Special Tax Allocation Fund(s) pursuant to the above referenced Redevelopment Agreement and applicable laws and statutes. The terms used herein shall have the same meanings as those terms in the Redevelopment Agreement.

List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested:

Description	Amount Paid	Invoice(s) Attached	Proof of Payment Attached ¹
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
Total Amount Requested for Verification of Eligible Costs:	\$		

The undersigned hereby certifies and swears under oath that the following statements are true and correct:

- the items herein provided as the "List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested" were incurred and/or

¹ Proof of payment may include: bills, statements, invoices and/or waivers of lien marked as paid, signed, and dated by suppliers, contractors, or professionals; processed/cancelled check or bank draft payments (i.e., photocopies of both sides of check); or other proofs payment for costs as may be requested by the Municipality. This information is to be attached to this form and available for review when submitted.

financed by the Developer as deemed necessary and in furtherance of the Project, and such materials and or services for which said costs were incurred have been applied to the Project in accordance with applicable Village Codes and requirements of the Redevelopment Agreement, including Exhibits and amendments, if any, attached thereto; and

2. the Project Costs for which amounts are herein requested for verification of eligibility represent proper redevelopment project costs as identified in the "Limitation of Incentives to Developer" described in the Redevelopment Agreement, are not duplicated from any previous Request for Verification of Eligible Project Costs, have been properly recorded on the Developer's books, are set forth herein with invoices and proof of payment attached for all sums for which reimbursement is requested; and
3. the amounts requested and set forth herein are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually paid or advanced for such redevelopment project costs; and
4. the Developer is not in default per the terms of the Redevelopment Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance or fulfillment of its obligations under the Redevelopment Agreement.

The undersigned hereby certifies and warrants he/she is of legal age and that to the best of his/her knowledge the information contained in and attached to this *Request for Verification of Eligible Project Costs* is true, correct, and complete and furthermore agrees to the statements and representations provided herein. 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.

BY: _____ DATE: ____/____/20____.
Developer/Requestor Signature

Print Developer/Requestor Name: _____.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the _____ day of _____, 20____, and signed the above statement as a free and voluntary act and deed.

Notary Public

Date of Commission Expiry: ____/____/20____.

Revised 11/12/2024

THIS SECTION FOR MUNICIPAL USE

- ☐ Request reviewed by TIF/BDD Administrator for the Municipality: _____ Date: ____/____/20____.
(name and title)
- ☐ Request approved by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project reviewed/inspected by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project completed pursuant to Municipal Code Requirements.
- ☐ Project not completed pursuant to Municipal Code Requirements per attached report of authorized municipal official.

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Approving and Authorizing the Execution of the Third Amendment to the Redevelopment Agreement by and between the Village of Mt. Zion and Lewis Property Development, LLC and Lewis Rental Properties, LLC

DT: September 11, 2025

Presented for consideration is an ordinance approving an amendment to a redevelopment agreement with Lewis Property Development, LLC to add additional property owned by the developer. The agreement allows the increment generated by the properties upon development to reimburse the developer for previously approved TIF eligible expenses. The agreement also sets a maximum sale price for each lot to help reduce the development cost to potential buyers and hopefully speed up development. To date the developer has submitted \$2,676,778.27 of verified eligible expenses under the redevelopment agreement.

The TIF District ends in tax year 2044 with last payments in 2045.

Proposed Motions:

To approve the Ordinance 2025-16 Approving and Authorizing the Execution of a Third Amendment to the Redevelopment Agreement By and Between the Village of Mt. Zion, Macon County, Illinois and Lewis Property Development, LLC and Lewis Rental Properties, LLC as presented.

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 15TH DAY OF SEPTEMBER, 2025, ADOPTED ORDINANCE NO. 2025-_____, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF SEPTEMBER, 2025.

(SEAL)

DAWN REYNOLDS
VILLAGE CLERK

VILLAGE OF MT. ZION, ILLINOIS

ORDINANCE NO. 2025-____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE
THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT**

**by and between the
VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
and
LEWIS PROPERTY DEVELOPMENT, LLC
and
LEWIS RENTAL PROPERTIES, LLC**

**PASSED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
ON THE 15TH DAY OF SEPTEMBER, 2025.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE BOARD OF
TRUSTEES FOR THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
THIS 15TH DAY OF SEPTEMBER, 2025.**

EFFECTIVE: SEPTEMBER 15, 2025

VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2025-_____

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

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF THE THIRD AMENDMENT TO
THE REDEVELOPMENT AGREEMENT

by and between
THE VILLAGE OF MT. ZION
and
LEWIS PROPERTY DEVELOPMENT, LLC
and
LEWIS RENTAL PROPERTIES, LLC

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

1. The Third Amendment to the Redevelopment Agreement by and between the Village of Mt. Zion and Lewis Property Development, LLC and Lewis Rental Properties, LLC, attached hereto as ***Exhibit "A,"*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village said Third Amendment to the Redevelopment Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Third Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 15th day of September, 2025.
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 15th day of September, 2025, 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			
Evan West			
Jack Vance			
Randy Doty			
Nate Patrick			
Phil Tibbs			
Lucas Williams, Mayor			
TOTAL VOTES			

APPROVED: _____, Date: ____/____/2025
Mayor, Village of Mt. Zion

ATTEST: _____, Date: ____/____/2025
Village Clerk, Village of Mt. Zion

ATTACHMENTS:

EXHIBIT A. THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND LEWIS PROPERTY DEVELOPMENT, LLC AND LEWIS RENTAL PROPERTIES, LLC



EXHIBIT A

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

**THIRD AMENDMENT TO
THE REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF MT. ZION

and

LEWIS PROPERTY DEVELOPMENT, LLC

and

LEWIS RENTAL PROPERTIES, LLC

SEPTEMBER 15, 2025

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

**THIRD AMENDMENT TO
THE REDEVELOPMENT AGREEMENT**

**by and between
THE VILLAGE OF MT. ZION**

**and
LEWIS PROPERTY DEVELOPMENT, LLC**

**and
LEWIS RENTAL PROPERTIES, LLC**

THIS THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT (including *Exhibits*) is entered into this 15th day of September, 2025, by and between the **VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS** (the “Village”), an Illinois Municipal Corporation, and **LEWIS PROPERTY DEVELOPMENT, LLC**, an Illinois Limited Liability Company, and **LEWIS RENTAL PROPERTIES, LLC**, an Illinois Limited Liability Company (collectively the “Developer”). Hereinafter the Village and the Developer, for convenience, may collectively be referred to as the “Parties.”

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 investment property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “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 owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, on January 19, 2021, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the Mt. Zion Rt. 121 TIF District II (the “TIF District”); and

WHEREAS, on September 20, 2021, the Village and the Developer entered into a Redevelopment Agreement (the “Original Agreement”), wherein the Village agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for the Developer’s Project on certain real property described in the Original Agreement and located within the TIF District (the “Property”); and

WHEREAS, on June 20, 2023, the Village approved the First Amendment to the Original Agreement; and

WHEREAS, on October 16, 2023, the Village approved the Second Amendment to the Original Agreement; and

WHEREAS, the Developer has commenced the Project pursuant to the Original Agreement; and

WHEREAS, the Developer owns certain “Additional Parcels” as described and hereby included in *Exhibit “A”* of the Original Agreement, and as attached hereto for this Third Amendment; and

WHEREAS, the Village hereby agrees to include said additional parcels to the Project for the purpose of allowing new real estate tax increment generated by such additional parcels, if any, to contribute toward the reimbursement of the Developer’s TIF eligible project costs incurred by the Developer for and pursuant to the reimbursement terms set forth in the Original Agreement as previously amended; and

WHEREAS, the Developer’s estimated TIF eligible project costs as described in the Original Agreement as previously amended are not increased or otherwise adjusted by this Third Amendment; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate and municipal tax bases of the Village and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

WHEREAS, the Village has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to further Amend the terms of the Original Agreement by this Third Amendment as set forth below.

THIRD AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the Parties agree to further amend the terms of the Original Agreement as follows:

A. AMENDED DEFINITION OF “PROPERTY”

The term “Property” in the Original Agreement shall be amended to include all of the properties listed in the attached **Amended Exhibit “A”**.

B. AMENDED “EXHIBIT A”

Exhibit “A” of the Original Agreement is hereby amended by replacing it, in its entirety, with the attached **Amended Exhibit “A”**.

The Property as listed in the attached ***Amended Exhibit "A"*** shall apply to the annual determination of real estate tax increment payable herein to the Developer pursuant to ***Section "C(1)"*** of the Original Agreement as previously amended on the condition that said Property is sold by the Developer for amounts which do not exceed the maximum sale prices listed in the attached ***Amended Exhibit "A"***.

C. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement, the First Amendment and the Second Amendment and any Exhibits attached thereto shall apply to this Third Amendment and remain effective unless specifically modified by this Third Amendment to the Original Agreement.

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

LEWIS PROPERTY DEVELOPMENT,
LLC, an Illinois Limited Liability Company

BY: Steven A. Lewis
Steven A. Lewis, President

Date: 9/4/25

Attachment:

Exhibit A as Amended. Property List and Description.

AMENDED EXHIBIT "A"

The Property relating to the Developer's Project for which the Developer shall incur and be reimbursed for certain TIF eligible project costs as described in *Exhibit "C(1)"* of the Original Agreement as previously Amended include the following:

1. 12-17-04-230-010 unknown address
2. 12-17-04-230-011 unknown address
3. 12-17-04-231-006 318 W. Woodland Lane
4. 12-17-04-231-007 318 W. Woodland Lane
5. 12-17-04-232-001 1505 State Hwy. 121
6. 12-17-04-232-002 1505 State Hwy. 121
7. 12-17-04-232-003 1445 State Hwy. 121
8. 12-17-04-232-004 1435 State Hwy. 121
9. 12-17-04-232-005 1425 State Hwy. 121
10. 12-17-04-232-007 1355 State Hwy. 121

Lots One (1), Two (2), Three (3) and Four (4) of R.L. Smith First Addition, as per Plat recorded in Book 1832, page 820 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

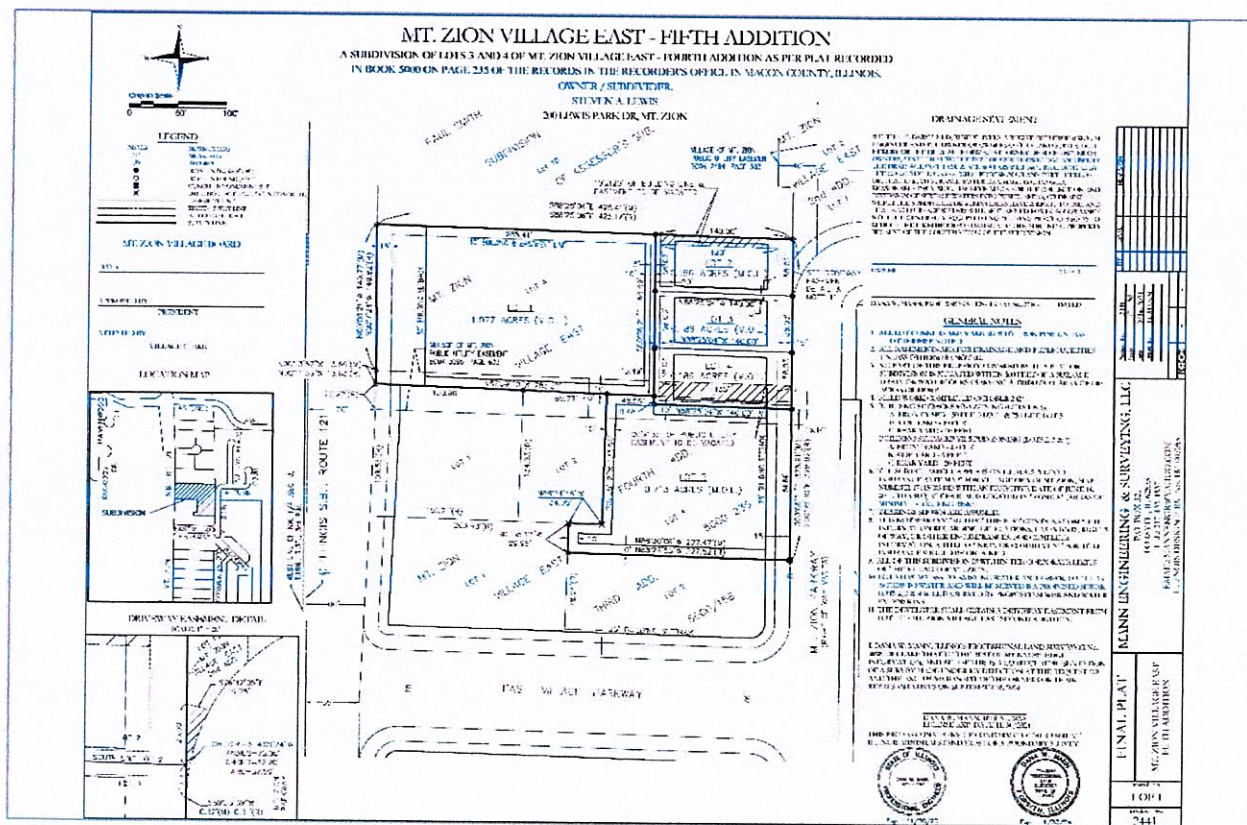
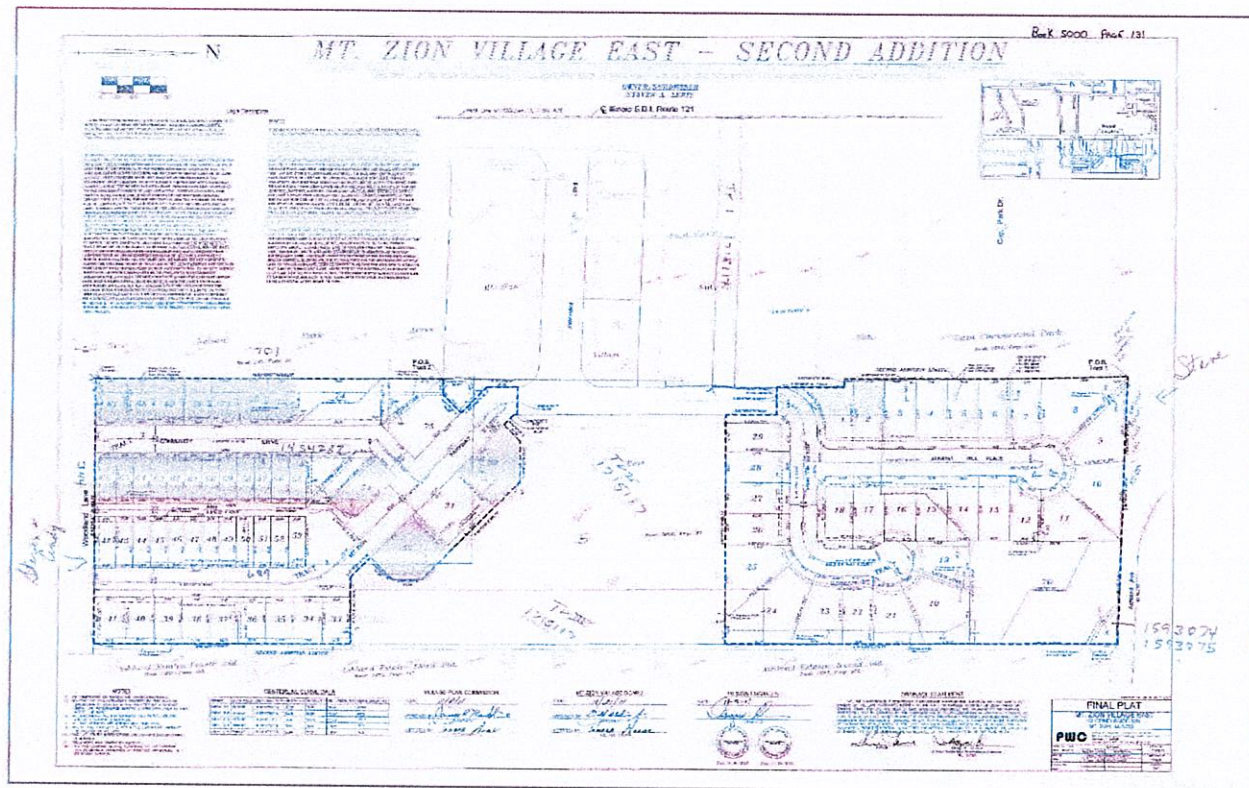
Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of Gustin's Subdivision of Lot Three (3) of the Assessor's Subdivision of Lot Three (3) of the Northeast Quarter (NE.1/4) of Section Four (4), Township Fifteen (15) North, Range Three (3) East of the Third (3rd) Principal Meridian, as per Plat recorded in Book 683, page 22 of the records in the Recorder's Office of Macon County, Illinois, except that portion of the above described Lots which has been taken by the State of Illinois as right-of-way for State Highway 121. Situated in Macon County, Illinois.

All of the above being more particularly described as follows:

Beginning at an existing iron pin marking the Southwest corner of said R.L. Smith First Addition, also being the Southwest corner of Lot 4 of said R.L. Smith First Addition; thence N.0°46'17"W.-979.96 feet along the West line of said R.L. Smith First Addition, also being the West line of said Lot 4 to an existing iron pin marking the Northwest corner thereof; thence N.89°22'00"E.-262.79 feet along the North line of said R.L. Smith First Addition, also being the North line of said Lot 4 to an existing iron pin marking the Northeast corner thereof; thence N.0°54'39"W.-9.80 feet along the West line of Lot 10 of said Gustin's Subdivision to an existing iron pin marking the Northwest corner of said Lot 1 O; thence N.89°15'12"E.-415.17 feet along the North line of said Lot 10 to an existing iron pin on the West right of way line of Illinois Route 121; thence S.0°56'49"E.- 599.48 feet along said West right of way line to an existing iron pin on the South line of Lot 5 of said Gustin's Subdivision; thence S.89°15'43"W.-415.48 feet along the South line of said Lot 5 to an existing iron pin marking the Southwest corner thereof; said iron pin being on the East line of said R.L. Smith First Addition; thence S.0°57'29"E.-389.79 feet along said East line to an existing iron pin marking the Southeast of said R.L. Smith First Addition, also being the Southeast corner of Lot 1 of said R.L. Smith First Addition; thence S.89°14'44"W.-265.56 feet along the South line of said R.L. Smith First Addition to the point of beginning, containing 11.65 acres, more or less.

The following Additional Property which is owned by the Developer is hereby added by the Third Amendment and is included in the definition of the Developer's Property for the purpose of determining the real estate tax increment which may be payable by the Village to the Developer for the Project pursuant to **Section "C(1)"** of the Original Agreement as previously amended. Such Additional Property shall apply to the annual determination of real estate tax increment payable herein to the Developer on the condition that said Additional Property is sold by the Developer for amounts which do not exceed the maximum sale prices as listed herein.

Subdivision	Parcel Number	Address	Max. Sale Price
Brighton Park	12-17-03-102-077	1392-1398 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-026	1372-1378 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-060	1377-1381 Mt. Zion Parkway	\$19,000
Brighton Park	12-17-03-102-067	1379 Community Drive	\$15,000
Brighton Park	12-17-03-102-066	1375 Community Drive	\$15,000
Brighton Park	12-17-03-102-065	1369 Community Drive	\$15,000
Brighton Park	12-17-03-102-064	1365 Community Drive	\$15,000
Brighton Park	12-17-03-102-063	1359 Community Drive	\$15,000
Brighton Park	12-17-03-102-062	1355 Community Dive	\$15,000
Brighton Park	12-17-03-102-061	1345 Community Drive	\$15,000
Brighton Park	12-17-03-102-059	1378 Community Drive	\$15,000
Brighton Park	12-17-03-102-058	1374 Community Drive	\$15,000
Brighton Park	12-17-03-102-057	1368 Community Drive	\$15,000
Brighton Park	12-17-03-102-056	1364 Community Drive	\$15,000
Brighton Park	12-17-03-102-055	1358 Community Drive	\$15,000
Brighton Park	12-17-03-102-054	1354 Community Drive	\$15,000
Brighton Park	12-17-03-102-053	1348 Community Drive	\$15,000
Brighton Park	12-17-03-102-052	1344 Community Drive	\$15,000
Brighton Park	12-17-03-102-051	1338 Community Drive	\$15,000
Brighton Park	12-17-03-102-050	1334 Community Drive	\$15,000
Brighton Park	12-17-03-102-049	1328 Community Drive	\$15,000
Brighton Park	12-17-03-102-048	1324 Community Drive	\$15,000
Brighton Park	12-17-03-102-043	1363 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-042	1359 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-041	1355 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-040	1353 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-039	1349 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-038	1345 Mt. Zion Parkway	\$15,000
Brighton Park	12-17-03-102-037	1343 Mt. Zion Parkway	\$15,000
Mt. Zion Village East 5th (Lot 2)	Unavailble	August Hill Drive	\$50,000
Mt. Zion Village East 5th (Lot 3)	Unavailble	August Hill Drive	\$50,000
Mt. Zion Village East 5th (Lot 4)	Unavailble	August Hill Drive	\$50,000



Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Corey McKenzie, Village Treasurer

RE: MFT Compliance Review Report – Information Only

DT: July 30, 2025

Attached you will find the Village's recent MFT Compliance Review Certificate for the period of January 1 through December 31, 2024. There is no formal action necessary for this report, but it was recommended by IDOT that we share their report with the Board. There were no major findings in the review.



RECEIVED AUG 25 2025

Illinois Department of Transportation

Office of Highways Project Implementation / Region 4 / District 7
400 West Wabash / Effingham, Illinois 62401-2699

August 18, 2025

COMPLIANCE REVIEW
2024
Village of Mt. Zion

Ms. Dawn Reynolds
Mt. Zion Village Clerk
1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549

Dear Ms. Reynolds:

Enclosed is a copy of the Compliance Review(s) covering the receipt and disbursement of Motor Fuel Tax funds by your village for the period beginning January 1, 2024 through December 31, 2024.

After receipt of this letter, this report should be presented to your board at its first regular meeting and then filed as a permanent record in your office.

Very truly yours,

Teresa C. Price, P.E.
Region Four Engineer

By:

A handwritten signature in blue ink, appearing to read 'Brett Walker'.

Brett Walker, P.E.
District Engineer of Local Roads and Streets

CMB:kb

Enclosure



Agency: VILLAGE OF MT. ZION	
Documentation Review for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Documentation Review Year(s): 2024
	Documentation Review Number: 72
	Date: July 31, 2025



Documentation Reviewer's Certificate

VILLAGE OF MT. ZION

Documentation Review No. 72

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of MT. ZION for the period beginning Jan. 1, 2024 and ending Dec. 31, 2024, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the documentation review findings.

Carly Boyer
Reviewer

REVIEWED AND APPROVED BY

Stettin
District Local Roads and Streets Engineer

Date: 08/15/25



Reviewer's Comments

VILLAGE OF MT. ZION

Documentation Report No. 72

Audit Period: Jan. 1, 2024 to Dec. 31, 2024

Purpose of Documentation Review: To determine the status of Motor Fuel Tax Funds as of Dec. 31, 2024

The other receipts to the Motor Fuel Tax Fund were \$41,577.18 received as follows:

Interest 2024	37,621.82
Reimbursement	3,955.36

Total received: \$41,577.18

The Maintenance Expenditure Statement was on file during the review.

SIGNED Carolyn Beyer



**Illinois Department
of Transportation**

Fund Balance and Bank Reconciliation

VILLAGE OF MT. ZION

Documentation Review Report No. 72

Documentation Review Period Jan. 1, 2024 - Dec. 31, 2024

Date: July 31, 2025

Fund Balance		Unobligated	Obligated	Total	Outstanding Warrants	
Balance Previous Documentation Review		747,894.75	65,230.57	813,125.32		
Allotments		268,435.53	0.00	268,435.53		
Total MFT Funds		1,016,330.28	65,230.57	1,081,560.85		
Approved Authorizations		(528,535.78)	528,535.78	0.00		
Other Receipts			41,577.18	41,577.18		
Total		487,794.50	635,343.53	1,123,138.03		
Disbursements			241,408.15	241,408.15		
Surplus (Credits)		303,159.35	(303,159.35)	0.00		
Unexpended Balance		790,953.85	90,776.03	881,729.88		
Bank Reconciliation						
Balance in Fund per Bank Certificate Dec. 31, 2024						
Deduct Outstanding Warrants					27,680.94	
Add Outstanding investments						
Additions					854,048.94	
Subtraction's						
Net Balance in Account Dec. 31, 2024					881,729.88	

Certified Correct

Carly Boyer
Reviewed



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customerservice@psbank.net



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1-800-597-2977



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VILLAGE OF MT ZION
(MOTOR FUEL TAX FUND)
1400 MT ZION PKWY
MT ZION IL 62549-1382



Member
FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: 12/31/2024

Account No.:

Page: 1

NON-CORPORATE NOW ACCOUNT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 11/29/24		22,173.07
Debits		0.00
Automatic Withdrawals	1	53.51
Automatic Deposits	3	24,364.67+
Interest Added This Statement		1.86+
Ending Balance On 12/31/24		46,486.09
Annual Percentage Yield Earned	0.05 %	
Interest Paid This Year	36.00	
Interest Paid Last Year	93.89	
Average Balance (Collected)	42,305.09+	

ALL CREDIT ACTIVITY

Date	Description	Amount
12/05/24	STATE OF ILL COMMERCIAL	12,188.01
12/06/24	STATE OF ILL COMMERCIAL	12,123.15
12/17/24	STATE OF ILL COMMERCIAL	53.51
12/31/24	INTEREST PAID	1.86

ELECTRONIC DEBITS

Date	Description	Amount
12/16/24	SPITLER PARK UTILITY PAYMENT-INTERNET TRANSFER FROM CHK 4363 TO CHK 0241 4673516	53.51

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 11/29/24 was 22,173.07

Date	Balance	Date	Balance
12/05/24	34,361.08	12/16/24	46,430.72
12/06/24	46,484.23	12/17/24	46,484.23

Continued

9/1080/1



IMET
ILLINOIS METROPOLITAN
INVESTMENT FUND

IMET Servicing
P.O. Box 7177
Dublin, OH 43017

Account Statement
December 01, 2024 - December 31, 2024

ACCOUNT NUMBER

[REDACTED]

REGISTRATION

VILLAGE of MT. ZION
MOTOR FUEL TAX
ATTN: JULIE MILLER
TREASURER
1400 MT ZION PKWY
MT ZION, IL 62549-1255

0000129-0000267 PDFE 001 ----- 730446



VILLAGE OF MT. ZION
ATTN: JULIE MILLER
TREASURER
1400 MT ZION PKWY
MT ZION, IL 62549-1255



Client Services: 888-288-IMET (4638)



Please visit our website:
www.investimet.com

Shareholder Message Center

Tips to Help Maintain the Security of Your IMET Account:

- * Never click on unverified links or open suspicious attachments, including unexpected invoices
- * Only download from trusted sites
- * Don't respond to or open emails from unknown or unexpected senders
- * Pay close attention to the sender's name in emails, ensuring it is legitimate
- * Be wary of emails or invoices stating a sense of urgency and a resulting consequence
- * Any misspellings, grammar errors, or strange diction should be considered suspicious - promptly report to your IT department
- * Keep passwords and authorization codes in a secure and safe offline location; don't share passwords with others
- * Only access financial accounts using a trusted, secure device
- * Make sure your PC is up to date with the latest versions of software and the most recent patches.

IMET will be closed on Wednesday, January 1, 2025 for New Year's Day and Monday, January 20, 2025 for Martin Luther King, Jr. Day. IMET will close early at 1:00 p.m. CT on Thursday, January 9, 2025 due to the Presidential Day of Mourning. Visit www.investimet.com for more information and helpful tips regarding your IMET account or contact IMET at 1-888-288-IMET (4638).

ACCOUNT SUMMARY

Funds	Total Shares	Share Price	Share Value
IMET Convenience Fund	807,562.850	\$1.0000	\$807,562.85

DISTRIBUTION SUMMARY

Funds	YTD Earnings	Reinvestment Option
	Income	Income
IMET Convenience Fund	\$37,565.73	Reinvest

TRANSACTIONS

Date	Transaction Type	To/From Account Number	Shares	Share Price	Gross Amount	Shares Held
Convenience Fund						
	Beginning Shares Balance		804,584.290	\$1.0000		804,584.290
12/31/2024	Income Dividend Reinvestment		2,978.560	\$1.0000	\$2,978.56	807,562.850
	Closing Balance			\$1.0000	\$807,562.85	807,562.850

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www.fnbquality.bank


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(217) 562-3961

 215 S. Business 51
Assumption, IL 62510
(217) 226-3600

 1688 S. Baltimore Ave.
Decatur, IL 62521
(217) 542-7500

 600 W. Spreser St.
Taylorville, IL 62568
(217) 287-2003

 202 N. Saint Marie St.
Blue Mound, IL 62513
(217) 692-2157

 100 S. Water St.
Decatur, IL 62523
(217) 262-5320

 For 24-hour access to your accounts, log onto: www.fnbquality.bank or call **FIRST VOICE AT 1-800-530-8568**

Bookkeeping at (217) 562-INFO from 8:30 a.m. until 4:00 p.m.


 VILLAGE OF MOUNT ZION
1400 MOUNT ZION PARKWAY
MOUNT ZION IL 62549

FINANCIAL SERVICES STATEMENT

Statement Date: 12/31/2024

Account No.:



Page: 1

SUPER NOW BUSINESS CHKING SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 11/29/24		58,952.12
Debits		0.00
Automatic Withdrawals	2	31,273.12
Interest Added This Statement		1.94+
Ending Balance On 12/31/24		27,680.94
Annual Percentage Yield Earned	0.05 %	
Interest Paid This Year	20.09	
Interest Paid Last Year	47.63	
Average Balance (Collected)	44,277.46+	

Direct Inquiries About Electronic Entries To:
FIRST NATIONAL BANK OF DECATUR
1688 S BALTIMORE AVE
DECATUR IL 62521
Phone: (217) 542-7500

ALL CREDIT ACTIVITY

Date	Description	Amount
12/31/24	INTEREST PAID	1.94

ELECTRONIC DEBITS

Date	Description	Amount
12/11/24	SPITLER PARK UTILITY PAYMENT-INTERNET TRANSFER FROM CHK 7940 TO CHK 3495 8954585	82.01
12/17/24	FUND WARRANTS 12/16/2024-INTERNET TRANSFER FROM CHK 7940 TO CHK 8220 8533098	31,191.11



Continued

5/621/1



VILLAGE OF MT. ZION

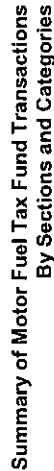
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37,601.73	854,048.94
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VILLAGE OF MT. ZION

Documentation Review Report No. 72



Summary of Motor Fuel Tax Fund Transactions By Sections and Categories

Documentation Review Period: January 1, 2024 - December 31, 2024

Documentation Review Report No. 72

Section	Balance	Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
18-00032-00-BT						0.00			0.00		0.00
Eng.						0.00	2,980.41		(2,980.41)		2,980.41
						0.00			0.00		0.00
						0.00			0.00		0.00
24-00035-00-AM						0.00			0.00		0.00
Eng.						0.00	23,325.25		(23,325.25)		23,325.25
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
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						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
						0.00			0.00		0.00
TOTALS		0.00	0.00	0.00	0.00	0.00	26,305.66	0.00	(26,305.66)	0.00	26,305.66

BEGINNING BALANCE: 47,338.34
OUTSTANDING CHECKS: 47,338.34
DEPOSITS IN TRANSIT:
ADJUSTED BALANCE:

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENTS	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	BALANCE
Jan		traffic signals	Ameren		2.12		520.77			47,340.46
		cold patch	Dunn Co					209.00		46,819.89
Feb					1.85					46,610.69
		traffic signals	Ameren				542.37			46,612.54
										46,070.17
Mar					1.82					46,071.99
		traffic signals	Ameren				542.37			45,529.62
		cold patch	Dunn Co					183.35		45,346.27
Apr		street sweeping	MSA Engineering		1.78		361.58		255.00	44,731.45
		St Clair services						6,500.00		38,231.45
		various st signs	Stello Products					3,999.66		34,231.79
May					2.10					34,233.89
						50,000.00	494.32			83,739.57
		24 GM	MSA Engineering						2,232.50	81,507.07
June					3.16		425.26			81,084.97
		cold patch	Dunn Co					283.40		105,801.57
		asphalt rep, crackfill	Dunn Co			25,000.00		19,271.00		86,530.57
		24 GM	MSA Engineering						3,075.00	83,455.57
July		asphalt repair	Altorfer Inc		1.97			4,212.00		79,245.54
						60,000.00	513.81			138,731.73
		asphalt	Dunn					3,408.35		135,322.38
		cold patch	Dunn					1,931.50		133,390.88
		oil and chip	Dunn					99,471.90		33,918.98
		asphalt	state hwy construction					31,835.30		2,083.68
		24 GM	MSA Engineering						170.00	1,913.68
		24 GM	MSA Engineering						340.00	1,573.68
		24 GM	MSA Engineering						142.13	1,431.55
										1,431.55
Aug					0.09					1,431.55
						10,000.00	531.17			1,431.64
										10,900.47
		Asphalt	Dunn					321.30		10,579.17
		street sweeping	St Clair Services					6,700.00		3,879.17
Sept		24 GM	MSA Engineering		0.42				340.00	3,539.59
			state reimb for traffic control			1,812.67				5,352.26
						25,000.00				30,352.26
							70.98			30,281.28
Oct					1.29					30,281.28
							70.67			30,282.57
										30,211.90
										30,211.90
Nov					1.57	50,000.00	64.55			80,148.92
		storm sewer, basin	Tele scan					19,515.00		60,633.92
		18-00032-00-BT	Farnsworth						1,681.80	59,952.12
Dec					1.94					58,954.06
			utility payment in/out				82.01			58,872.05
			traffic signal, street sweeping				67.25	6,500.00		52,304.80
		24-00035-00-AM	Clark Dietz						23,325.25	28,979.55
		18-00032-00-BT	Farnsworth						1,298.61	27,680.94
TOTALS:				0.00	20.09	221,812.67	4,287.11	204,342.76	0.00	27,680.94

-82.01

BEGINNING BALANCE: 145,789.86
 OUTSTANDING CHECKS: 145,789.86
 DEPOSITS IN TRANSIT
 ADJUSTED BALANCE:

Prairie State Bank
 2024

DATE	CHECK NO	SECTION	PAYEE	ALLOTMENTS	INTEREST	INVESTMENT DEBIT	INVESTMENT CREDIT	MAINT	CONSTRUCTION	BALANCE
Jan				10,855.01	7.54					156,652.41
				12,636.94						169,289.35
			signal reimb from the state			2,142.69				171,432.04
			Utility payment/refund			35.36	35.36			171,432.04
Feb				10,051.69	6.61					181,480.34
				10,013.05		35.36	35.36	150,000.00		191,503.39
			transfr to IMET acct							41,503.39
Mar				10,634.02	2.37					52,139.78
				10,770.38		35.36	35.36			62,910.16
										62,910.16
April				9,765.19	3.46					72,678.81
				9,904.79		35.36	35.36			82,583.60
										82,583.60
May				10,988.03	3.55					93,575.18
				10,659.67		40.19	40.19			104,234.85
			transf to FNB					50,000.00		54,234.85
June				10,554.40	2.35					64,791.60
				10,480.59		49.85	49.85			75,272.19
			transf to FNB					25,000.00		50,272.19
July				11,270.05	1.69					61,543.93
				11,830.30		61.88	61.88			73,374.23
			transf to FNB					60,000.00		13,374.23
Aug				11,234.59	1.16					24,609.98
				11,608.62		60.21	60.21			36,218.60
			transf to FNB					10,000.00		26,218.60
										26,218.60
Sept				12,190.83	1.62					38,411.05
				12,108.58		141.57	141.57			50,519.63
								25,000.00		25,519.63
										25,519.63
Oct				11,658.63	1.82					37,180.08
				11,801.71						48,981.79
										48,981.79
Nov				11,626.64	1.97	119.30	119.30			60,610.40
			transf from FNB, in&out	11,480.66		82.01		50,000.00		72,173.07
										22,173.07
Dec				12,188.01	1.86					22,173.07
				12,123.15		53.51	53.51			34,362.94
										46,486.09
										46,486.09
TOTALS:				268,495.53	36.00	2,892.65	667.95	370,000.00	0.00	46,486.09



Illinois Department of Transportation

Local Public Agency General Maintenance

Submittal Type Original

Maintenance Expenditure Statement

District Estimate of Cost For

7 Municipality

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

Village of Mount Zion

Macon

24-00000-00-GM

01/01/24

12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	LPA Labor	LPA Equipment Rental	Materials/ Contracts (Non Bid)	Materials/ Deliver & Install, Request for Quotations (Bid Items)	Formal Contract (Bid Items)	Total Operation Cost	Operation Engineering Inspection Fee
Street Sweeping	IIA			\$19,700.00			\$19,700.00	
Traffic Signal Operation	I			\$4,205.10			\$4,205.10	
Storm Sewer Maintenance	IIA			\$19,515.00			\$19,515.00	
Signage	IIA			\$3,999.66			\$3,999.66	
Bike Trail Seal Coat	IIA			\$19,271.00			\$19,271.00	
Seal Coat Surface Treatment	III					\$99,471.90	\$99,471.90	
Patching	IIA			\$42,385.20			\$42,385.20	
Total Cost							\$208,547.86	

Maintenance Engineering Cost Summary

Preliminary Engineering Fee

Engineering Inspection Fee

Material Testing Costs

Advertising Costs

Bridge Inspection Costs

Costs

\$5,789.63

\$765.00

Maintenance Engineering Total \$6,554.63

Total Maintenance Program Costs

Contributions, Refunds, Paid with Other Funds

Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion

Motor Fuel Tax Portion

Motor Fuel Tax Authorized

Surplus/Deficit

Rebuild Illinois Portion

Rebuild Illinois Authorized

Surplus/Deficit

The difference between, "Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion," "Motor Fuel Tax Portion," and "Rebuild Illinois Portion" must equal zero (0).

Maintenance

Maint. Engineering

\$208,547.86

\$6,554.63

3955.36

\$208,547.86

\$6,554.63

208,547.86

\$6,554.63

\$274,850.00

\$15,757.00

70,257.22

\$66,302.14

\$9,202.37

\$0.00

\$0.00

Maintenance Expenditure Statement

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Mount Zion	Macon	24-00000-00-GM	01/01/24	12/31/24

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Julie Miller

Digitally signed by Julie Miller
Date: 2025.01.30 09:07:24 -06'00'

Title

Village Administrator

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date

Department of Transportation

Teresa C. Ruiz 01/15/25

IDOT Department Use Only

Received Location Received Date Additional Location?

☐

WMFT Entry By

Entry Date

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Amending Chapter 103, Section 103-7 of the Mt. Zion Code of Ordinances – Residential Driveways

DT: September 12, 2025

Presented for consideration is an ordinance amending the Village's Code of Ordinances to require all driveways be constructed of either concrete or asphalt. The Village's current ordinance already requires the driveway entrance from the curb to the property line to be constructed of concrete or asphalt.

Properties with non-conforming driveways constructed prior to the ordinance being adopted will not be in violation of the ordinance.

Proposed Motions:

To approve Ordinance No. 2025-17 An Ordinance to Amend Chapter 103, Section 103-7 of the Mt. Zion Code of Ordinances as presented.

ORDINANCE NO. 2025-17

**AN ORDINANCE TO AMEND CHAPTER 103, SEC 103-7
OF THE MT. ZION CODE OF ORDINANCES**

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 determined that the it is the best interest of the general public's health and well-being to regulate the construction and materials of driveways within the residential zoning districts of the Village.

WHEREAS, Section 103-7 of the Mt. Zion Code of Ordinances describes the requirements of driveways constructed within the residential zoning districts of the Village.

WHEREAS, The Board of Trustees has determined that it is in the best interest of the general public that Section 103-7 be amended to clarify that all driveways constructed within residential zoning districts of the Village be constructed with concrete or asphalt; and

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

Section 1. Recitals. The preliminary paragraphs set forth above are incorporated herein as part of this Ordinance.

Section 2. Amendment of Title to Sec. 103-7. “Chapter 103, Section 103-7. Driveway entrance policy—Residential.” is hereby amended such that the title of said Section shall read as follows: “Driveway policy – Residential”.

Section 3. Amendment to Sec. 103-7. “Chapter 103, Section 103-7. Driveway policy - Residential.” of the Village of Mt. Zion Code of Ordinances, is hereby amended such that subparagraph (g) shall read as follows:

- (g) *Materials.* Driveway entrances and driveways must be constructed of either six inches aggregate base coarse surface with two inches of Class I asphalt or four

inches poured concrete pavement. When driveway entrances cross an existing or proposed sidewalk, the sidewalk portions of the driveway entrance shall be constructed of 5½ inches of poured concrete.

Section 5. Addition to Sec. 103-7. “Chapter 103, Section 103-7. Driveway policy - Residential.” of the Village of Mt. Zion Code of Ordinances, is hereby amended such that subparagraph (h) is added as follows:

(h) The term “Driveway” when used in this Section shall mean a permanent surface for parking and storing vehicles which is comprised of asphalt or concrete and installed pursuant to valid permit issued by the Village.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its passage and approval according to law. Any non-conforming driveways constructed pursuant to valid permit issued by the Village prior to the passage of this Ordinance shall not be considered in violation of the amended provisions of Section 103-7 unless and until an application for permit to construct a driveway is submitted to the Village.

Section 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

PASSED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZIONI, MACON COUNTY, ILLINOIS, ON THE 15th DAY OF SEPTEMBER 2025
PURSUANT TO A ROLL CALL VOTE AS FOLLOWS.

Doty _____

Siudyla _____

West _____

Patrick _____

Vance _____

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. 2025-17 adopted at a meeting of the Board of Trustees of said Village held on September 15, 2025 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 15th day of September 2025.

Clerk - The Village of Mt. Zion

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Authorizing the Sale of Surplus

DT: September 12, 2025

Presented for consideration is an ordinance authorizing the sale of surplus equipment. The equipment listed is four tasers not being utilized by the Police Department due to the purchase of newer equipment. The older equipment still has useful life, and staff does not recommend selling these devices on an auction site. As the Chief stated in his attached memo, Richland Community College and their security staff do not currently have tasers. Staff believes that the sale to Richland Community College will allow the tasers to be used to protect the students and staff on their campus of which many are Mt. Zion residents.

Proposed Motions:

To approve Ordinance No. 2025-18 An Ordinance Authorizing the Sale of Surplus Equipment as presented.

ORDINANCE 2025-18

AN 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; and

WHEREAS, the Village of Mt. Zion is the owner of certain equipment no longer necessary, useful, or profitable to retain, including surplus conducted electrical weapons ("Tasers"); and

WHEREAS, pursuant to applicable statutes and local policy, the Board of Trustees may authorize the disposal or sale of surplus municipal property; and

WHEREAS, the Richland Community College has expressed interest in acquiring said Tasers for official law enforcement purposes; and

WHEREAS, the Board of Trustees finds that the sale of these surplus Tasers to the Richland Community College is in the best interest of the Village, supports intergovernmental cooperation, and ensures continued public safety use of the equipment.

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:

1. **Declaration of Surplus Property.** The Tasers listed in *Exhibit A* attached hereto and incorporated herein are hereby declared surplus property.
2. **Authorization of Sale.** The Chief of Police is authorized and directed to sell and transfer said surplus Tasers to the Richland Community College.
3. **Terms of Sale.** The sale shall be made for the sum of \$4.00, payable by the Richland Community College, and shall be documented by a bill of sale or other transfer instrument approved by the Village Attorney.
4. **Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with law.

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS, ON THE 15th DAY OF SEPTEMBER 2025.

DOTY _____

VANCE _____

SIUDYLA _____

WEST _____

PATRICK _____

TIBBS _____

Village Clerk

Approved:

Village President



410 W. MAIN STREET
Mt. Zion, Illinois 62549

TO: Honorable Mayor, Village Trustees and
Village Administrator- Julie Miller

FR: Adam Skundberg, Chief of Police

RE: Sale of old Tasers to Richland Community College Police Department

DT: August 20, 2025

In the spring of 2025 the Mt. Zion Police Department purchased ten Taser 10s. The Taser 10 is a less than lethal Conducted Energy Weapon. This is a significant upgrade over the X26 and X26P models officers were carrying. All of our officers completed their training, became certified, and began carrying the Taser 10s in July. We now have nineteen X26 and X26P Tasers we will no longer use. The X26 and X26P models are outdated but still functional. The Richland Community College Campus Police Department has expressed an interest in obtaining 4 of these old Tasers. The Village Attorney advised the municipal code does not allow for municipal property to be gifted or donated. However, the Village Board can authorize their sale by ordinance.

I am recommending the Village Board authorize the sale of the Taser models listed below to the Richland Community College Police Department for the price of one dollar (\$1.00) each.

<u>Model</u>	<u>Serial Number</u>
X26	X00-632660
X26P	X13000NHD
X26	X00-317503
X26P	X1200AH36

Respectfully Submitted,

Adam Skundberg
Chief of Police

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Approving and Authorizing the Execution of the Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and Capelli's Studio & Spa, LLC and Nichole R. Garner – 1339 N. State Highway 121

DT: September 12, 2025

Presented for consideration is an ordinance approving a redevelopment agreement for 1339 N. State Highway 121. Nichole Garner will be opening Capelli's Salon and Spa in the coming months. The new location required major renovations estimated to be over \$180,000. The attached agreement provides for a five (5) year forgivable loan with Promissory Note not to exceed 25% of costs or \$45,000. As long as the business opens and continues to operate at this location, each year 20% of the loan and interest are forgiven. Payment will be made from BDD Funds once all required documentation and proof of all expenditures has been received and verified by the Village and its consultant.

Proposed Motions:

To approve the Ordinance 2025-19 An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion, Macon County, Illinois and Capelli's Studio & Spa, LLC and Nichole R. Garner – 1339 N. State Highway 121 as presented.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE BOARD OF TRUSTEES AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION ON THE 15TH DAY OF SEPTEMBER, 2025 ADOPTED ORDINANCE NO. _____, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF SEPTEMBER, 2025.

(SEAL)

DAWN REYNOLDS
VILLAGE CLERK

VILLAGE OF MT. ZION, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
BUSINESS DEVELOPMENT DISTRICT NO. 1 REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

and

CAPELL'S STUDIO & SPA, LLC

and

NICHOLE R. GARNER

(1339 N. STATE RT. 121)

**PASSED BY THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
ON THE 15TH DAY OF SEPTEMBER, 2025.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE
BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
THIS 15TH DAY OF SEPTEMBER, 2025.**

EFFECTIVE: SEPTEMBER 15, 2025

ORDINANCE NO. _____

VILLAGE OF MT. ZION, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT

by and between
THE VILLAGE OF MT. ZION
and
CAPELLI'S STUDIO & SPA, LLC
and
NICHOLE R. GARNER
(1339 N. State Rt. 121)

WHEREAS, the Mayor and Village Board of Trustees of the Village of Mt. Zion, Macon County, Illinois (the "Village"), have hereby determined that the Mt. Zion, Illinois Business Development District No. 1 Redevelopment Agreement by and between the **Village of Mt. Zion** and **Capelli's Studio & Spa, LLC**, an Illinois Limited Liability Company, and **Nichole R. Garner**, individually (collectively the "Developer") attached hereto as ***Exhibit "A,"*** is in the best interest of the citizens of the Village of Mt. Zion.

NOW THEREFORE, be it ordained by the Mayor and Village Board of Trustees of the Village of Mt. Zion, Illinois, in the County of Macon, as follows:

1. The Village of Mt. Zion, Illinois Business Development District No. 1 (the "Business District") Redevelopment Agreement attached hereto as ***Exhibit "A"*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village the Business District Redevelopment Agreement attached hereto and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Business District Redevelopment Agreement shall be effective the date of its approval on the **15th day of September, 2025**.
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 left blank.)

PASSED APPROVED AND ADOPTED by the Mayor and Village Board of Trustees of the Village of Mt. Zion this 15th day of September, 2025.

MAYOR & ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Chris Siudyla			
Evan West			
Jack Vance			
Randy Doty			
Nate Patrick			
Phil Tibbs			
Lucas Williams, Mayor			
TOTAL VOTES			

APPROVED: _____, Date ____/ ____ / 2025
Lucas Williams, Mayor, Village of Mt. Zion

ATTEST: _____, Date: ____/ ____ / 2025
Dawn Reynolds, Village Clerk, Village of Mt. Zion

ATTACHMENTS:

1. **EXHIBIT A.** Village of Mt. Zion, Illinois Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and Capelli's Studio & Spa, LLC, and Nichole R. Garner.

EXHIBIT A

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPEMNT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF MT. ZION

and

CAPELLI'S STUDIO & SPA, LLC

and

NICHOLE R. GARNER

(1339 N. State Rt. 121)

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**

by and between

VILLAGE OF MT. ZION, ILLINOIS

and

CAPELLI'S STUDIO & SPA, LLC

and

**NICHOLE R. GARNER
(1339 N. State Rt. 121)**

SEPTEMBER 15, 2025

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**
by and between
VILLAGE OF MT. ZION, ILLINOIS
and
CAPELLI'S STUDIO & SPA, LLC
and
NICHOLE R. GARNER
(1339 N. State Rt. 121)

THIS AGREEMENT (including Exhibits, hereinafter referred to as the "Agreement") is entered into this 15th day of September, 2025, by the **Village of Mt. Zion** (the "Village"), an Illinois Municipal Corporation, Macon County, Illinois, and **Capelli's Studio & Spa, LLC**, an Illinois Limited Liability Company, and **Nichole R. Garner**, individually (collectively the "Developer"). Hereinafter the City and the Developer, for convenience, may collectively be referred to as the "Parties."

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens and to encourage development, job creation, and/or the full utilization of real estate; and

WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as amended (the "Act"), the Village established the Mt. Zion Business Development District No. 1 (the "Business District" or "BDD") on September 14, 2020, by approving Ordinance No. 2020-16; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the Village has the authority to appropriate and expend funds for economic development purposes; and

WHEREAS, pursuant to the 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 is a tenant of building space on real property located within the Business District at **1339 N. State Rt. 121 (PIN 12-17-04-232-008)**, which is hereinafter referred to as the "Property," and based in part on incentives made available by the Village, the Developer shall proceed to undertake leasehold improvements for operation of *Capelli's Studio & Spa* thereon at a total estimated cost of \$186,415 (the "Project"); and

WHEREAS, as an incentive to undertake the Project, the Developer has requested reimbursement for a portion of its BDD Eligible Costs as described by the Developer's *Application for Reimbursement of Private BDD Eligible Redevelopment Project Costs* in **Exhibit "1"** attached hereto; and

WHEREAS, the Developer's proposed Project is consistent with the land uses of the Village and the Business District Plan as adopted; and

WHEREAS, the Village and the Developer (the "Parties") have agreed that the Village shall provide BDD incentives for the Project as set forth below; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer's BDD Eligible Project Costs under this Agreement exceed **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**; and

WHEREAS, the Village has determined that this Project requires the incentives requested and that said Project will promote the health, safety and welfare of the Village and its citizens by attracting private investment to redevelop under-utilized property, to provide employment for its citizens, and generally to enhance the local economy; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer is prepared to redevelop said property; and

WHEREAS, the Village is entering into this Agreement to induce the Developer to complete the Project located on the Property.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties 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 and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
 - a. For the purpose of this Agreement, "**Business District Revenues**" shall be defined as the Village's One Percent (1%) rate of Business District Retailers' Occupation Tax and Business District Service Occupation Tax (65 ILCS 5/11-8-5) imposed on businesses located within the Business District and the Developer's Property.
 - b. For the purpose of this Agreement, "**BDD Eligible Costs**" shall mean those costs eligible for reimbursement under the Business District Development and Redevelopment Act and as are further described in ***Exhibit "I"*** 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. The Developer agrees to complete the Project and verify eligible project costs as required in

Section "E" below on or before **April 30, 2026**, subject to exception of *Force Majeure* as described in *Section "I"* below.

5. For the purpose of this Agreement, the Developer's Project will be deemed to be complete when the improvements described in *Exhibit "1"* are completed in compliance with all applicable ordinances and building codes of the Village, the *Capelli's Studio & Spa* is open and operating, and the eligible project costs have been verified by the Developer pursuant to *Section "E"* below.
6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. INCENTIVES

In consideration for the Developer completing its Project, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. In exchange for a promissory note to be issued by the Developer to the Village as set forth in *Exhibit "3"* attached hereto, the Village agrees to loan to the Developer (also, the "Borrower") an amount not to exceed **Twenty-Five Percent (25%)** of costs incurred for the Project, or the sum of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**, whichever is less, from the Mt. Zion BDD No. 1 Special Tax Allocation Fund to assist the Developer with the redevelopment of the Property and related BDD eligible project costs. The terms and conditions for the loan shall be as follows:
 - a. An amount not to exceed **Twenty-Five Percent (25%)** of costs incurred for the Project, or the sum of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**, whichever is less, shall be loaned to the Developer from the Mt. Zion BDD No. 1 Special Tax Allocation Fund within thirty (30) days following the completion of the Project and verification of sufficient BDD Eligible Project Costs for the loan pursuant to *Section "E"* below, whichever occurs later.
 - b. A separate Promissory Note is attached hereto as *Exhibit "2"*.
 - c. The interest rate for the note shall be **Three Percent (3%)** per annum and shall begin to accrue on the date the loan funds are disbursed to the Developer.
 - d. The term of the note shall expire **five (5) years** from the date the loan funds are disbursed to the Developer hereunder.
 - e. **One-fifth (1/5)** of the principal amount of the loan, plus any accrued interest thereon, shall be forgiven annually by the Village commencing one (1) year from the date the loan funds are disbursed to the Developer and continuing on said date of each year thereafter for the term of the loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer shall timely complete the Project and maintain constant, continuous operation of the *Capelli's Studio & Spa* facility located on the

Property from the time the Project is complete and continuing for the term of this Agreement.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property during the term of this Agreement.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent during the term of this Agreement.
 - iv. The Property or any portion thereof shall not become the subject of foreclosure proceedings during the term of this Agreement.
 - v. The Developer shall verify adequate property insurance on the Property is maintained during the term of the loan to cover the replacement cost of the completed Project.
 - vi. As signatories to this Agreement and the Note, Capelli's Studio & Spa, LLC and Nichole R. Garner shall be guarantors for the Note and shall be jointly and severally liable in the event of a default thereof by the Developer. If, during the term of this Agreement or the Note, the Developer sells or conveys all or a portion of the Property, then Capelli's Studio & Spa, LLC and Nichole R. Garner shall remain as guarantors for the Note and shall be jointly and severally liable in the event of a default thereof by any assignee or successor of the Developer, unless otherwise agreed to in writing by the Village.
 - vii. The Developer agrees to add the Village as an insured on the loan policy of the title commitment issued upon the closing of the Property.
2. In no event shall the total cumulative reimbursements provided for in *Paragraphs 1* above exceed, **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**. Such funds shall be allocated to and when collected shall be received by the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Business District designated as the **Capelli's Studio & Spa, LLC Special Account** ("Special Account") and then paid to the Developer as set forth in this Agreement.
 3. The Parties agree that the Village is relying on the financial ability and wherewithal of the Developer to complete the Project. As signatories to this Redevelopment Agreement, Capelli's Studio and Spa, LLC and Nichole R. Garner warrant that all of the information contained herein and in their respective personal financial statements provided by them to the Village for review is true and accurate, and that either of them will promptly update the Village of any material change in such financial position(s).

C. LIMITATION OF INCENTIVES TO DEVELOPER

In no event shall the maximum cumulative reimbursements for the Developer's BDD Eligible Project Costs pursuant to **Section "B"** above exceed **Forty-Five Thousand Dollars and 00/100 (\$45,000.00)** as set forth herein.

D. OBLIGATIONS AND RESPONSIBILITIES OF DEVELOPER

1. The Developer shall timely complete the Project located on the Property. Failure of the Developer to timely complete such the Project as set forth herein will result in the denial of the reimbursements to be otherwise made hereunder.
2. The failure of the Developer to provide any information reasonably required herein after notice from the Village, and the continued failure to provide such information within 30 days to the Village after such notice shall be considered a material 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 forgoing information.
3. The Developer agrees to execute any and all documents necessary to effectuate the provisions of this Agreement.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. To receive the incentives set forth in **Section "B"** above, the Developer must submit documentation using the *Request for Verification of Eligible Project Costs* form attached hereto as **Exhibit "3"** (also referred to as the "Requisition") to provide evidence of all BDD Eligible Project Costs incurred by it with respect to the Project on or before **April 30, 2026**. Satisfactory evidence of such costs shall include verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to payment with respect to work done for the Project, or other proofs payment for such bills, statements, or invoices for such costs. Absent the Village's written consent for an extension provided to the Developer, any costs submitted after **April 30, 2026** will not be eligible for reimbursement.
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.
3. Any BDD Revenues not required to be paid to the Developer under the terms of **Paragraph "I"** above shall be available to the Village for any purpose set forth in the BDD Redevelopment Plan and allowed by the BDD Act.
4. The Developer shall use such sums received as reimbursement for BDD Eligible Project Costs only to the extent permitted by law and the BDD Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the Mt. Zion Business Development District No. 1, whichever is longer.
5. The Village's BDD 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.

6. All 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 BDD Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved Eligible Project 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.
7. 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 BDD Act, 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.
8. The Developer may submit for prior approval by the Village as Verified Eligible Project Costs under the BDD Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. LIMITED OBLIGATION OF VILLAGE

The Village's obligation hereunder to reimburse the Developer as stated herein is a limited obligation to be paid solely from the Mt. Zion BDD 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 nor obligate the Village to utilize its taxing authority to fulfill the terms of this Agreement.

G. 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 payments to any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Project.

H. DEFAULT; CURE; REMEDIES

In the event of a default under this 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") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this 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 Municipal Sales Tax Revenues payable 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 Agreement, it shall not be deemed to be in default under this 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 non-monetary covenant as and when it is required to under this 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 non-monetary 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.

In the case of the failure of Developer to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the Developer in so failing to perform and comply hereby agrees to pay to City all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including City's reasonable attorneys' fees.

I. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project on or before **April 30, 2026**, subject to extension due to Force Majeure (defined below). Failure to do so shall be cause for the Village to declare the Developer in default and unilaterally terminate the Agreement after notice and the opportunity to cure as provided in *Section "H."* 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 the 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 or any other cause beyond the reasonable control of the Developer or the Village.

J. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section "B"* of this Agreement) and obligations (or either of them) of the Developer under this Agreement may only be assignable upon the express written permission of the Village in its sole discretion, and provided that any assignee has the financial capability of undertaking the Project.

K. 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.

L. 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.

M. 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 (3rd) 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
1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
Ph: (217) 864-5424

With copy to Village BDD Administrator:

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

TO DEVELOPER

Capelli's Studio & Spa, LLC
% Nichole R. Garner, Manager
1339 N. State Rt. 121
Mt. Zion, Illinois 62549
Ph: (217) 972-0027

Nichole R. Garner
74 S. Shores Dr.
Decatur, Illinois 62521
Ph: (217) 972-0027

With copy to:

N. SUCCESSORS IN INTEREST

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

O. 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.

P. 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.

Q. 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.

R. TERM OF THE AGREEMENT

Notwithstanding anything in this Agreement to the contrary, this Agreement shall expire upon full release of the loan as described in **Exhibit "2"** attached hereto. The Agreement shall expire sooner upon default by the Developer of this Agreement or the Note after applicable notice and cure periods.

S. ILLINOIS PREVAILING WAGE ACT

It is the understanding of the Parties that the position of the Illinois Department of Labor (the "Department") 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 is stated as an answer to a FAQ section on the Department's website.¹ 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.

T. 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. **Amendments to this Agreement.** Developer and the Village agree that they may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
3. **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.
4. **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.

¹See online: <https://labor.illinois.gov/>.

5. **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.
6. **Property Owner Consent:** The Developer ("tenant") hereby asserts that it has entered into a valid lease and obtained consent from the property owner ("landlord") to undertake the Project described herein and shall hereby hold the Village harmless from any and all claims to the contrary.

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	DEVELOPER
VILLAGE OF MT. ZION, ILLINOIS , an Illinois Municipal Corporation	CAPELLI'S STUDIO & SPA, LLC , an Illinois Limited Liability Company
BY: _____ Mayor	BY: _____ Nichole R. Garner, Manager
Date: _____	Date: _____
ATTESTED BY:	NICHOLE R. GARNER , individually
_____ Village Clerk	BY: _____ Nichole R. Garner
Date: _____	Date: _____

EXHIBITS:

- Exhibit 1.** Property Description and Application for BDD Benefits as submitted by Capelli's Studio & Spa, LLC, and Nichole R. Garner.
- Exhibit 2.** Promissory Note.
- Exhibit 3.** Request for Verification of Eligible Project Costs.

EXHIBIT 1

PROPERTY DESCRIPTION AND APPLICATION FOR BDD BENEFITS RELATING TO PRIVATE BDD ELIGIBLE REDEVELOPMENT PROJECT COSTS

**as submitted by
CAPELLI'S STUDIO & SPA, LLC and NICHOLE R. GARNER**

Village of Mt. Zion, Macon County, Illinois / Mt. Zion BDD No. 1

Project Description: Developer shall proceed to undertake leasehold improvements for operation of Capelli's Studio & Spa thereon at a total estimated cost of \$186,415.

Property: 1339 N. State Rt. 121, Mt. Zion, Illinois
PIN 12-17-04-232-008 / GUSTINS SUBD E1/2 LT 3 (EX E20) &
ALL LT 4 (EX E20) IN TIF DIST IRREG





Mt. Zion Business Development District (BDD) No. 1
Village of Mt. Zion, 1400 Mt. Zion Parkway, Mt. Zion, Illinois 62549 / Ph: (217) 864-5424

**APPLICATION FOR BDD BENEFITS RELATING TO
PRIVATE BDD-ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Applicant Name: Nichole Garner Capellis Studio & Spa, LLC Mailing Address: 1339 N State Route 121 Mt Zion, IL 62549

Business Site Address: 1339 N State Route 121 Mt Zion IL 62549

Subject Property's Macon County Property Tax ID # 12-17-04-232-008

Property Owner Name(s) if different than Applicant: _____

Applicant Daytime Business Phone: 217 972 6027 Evening Phone: " " _____

Applicant Email Address: Nichole.garner@capellisstudio.com

Type of Business (check one) ☒ Service ☒ Retail ☐ Other (describe): _____

Anticipated Project Start Date: March 27, 2025 and Estimated Project Completion Date: July 13th, 2025

Number of new jobs that will be created as a result of this Project: Full-time 7 Part-time 6

New retail sales anticipated to occur annually at this location as a result of proposed improvements: \$122,000

Total Projected Investment: \$200,000, of which \$186,415 relates to land and building improvements.

Estimated BDD Eligible Project Costs:

1. Professional fees (e.g., engineering, architectural, legal, accounting, plans, marketing) \$25,500
2. Property assembly costs (land and buildings) \$28,715
3. Site preparation \$13,540
4. Rehab, repair, remodeling, reconstruction of existing buildings \$109,000
5. Construction of new buildings and related infrastructure \$20,000
6. Relocation costs \$5,500
7. Construction of public works or improvements \$10,000

TOTAL ESTIMATED BDD ELIGIBLE PROJECT COSTS: \$186,415

AMOUNT OF BDD FUNDS REQUESTED \$186,415

BDD reimbursements are provided for BDD-eligible project costs (pursuant to 65 ILCS 5/11-74.3-1 *et. seq.* as amended) and only for such eligible project costs that are incurred and verified for redevelopment projects undertaken within the designated BDD No. 1 Redevelopment Project Area. All BDD Applications are reviewed by the Village's BDD Administrator and Special Counsel prior to approval of a written redevelopment agreement by the Mt. Zion Village Board of Trustees and subject to the availability of funds. **Please read the following requirements carefully.**

ADDITIONAL REQUIREMENTS:

1. Only properties located within the Mt. Zion Business Development District No. 1 Redevelopment Project Area (the "BDD Area" or "Area") are eligible to apply for BDD assistance. The Mt. Zion BDD Redevelopment Project Area Boundary Map is provided and attached hereto as ***Appendix A***.
2. Applicants must, in advance of receiving BDD funds: a) verify that the most recent real estate tax bill(s) have been paid for the Property; and b) verify BDD eligible project costs in an amount equal to or greater than the amount approved by the Village Board of Trustees. **BDD Funds are paid by the Village of Mt. Zion to Applicants: a) with whom the Village Board of Trustees has approved a written redevelopment agreement by Village Ordinance; b) upon completion of the Project; and c) following verification of BDD eligible project costs that have been incurred by the Applicant – no exceptions.** The Village's obligation hereunder to pay BDD funds for eligible project costs is a limited obligation to be paid solely from the Mt. Zion BDD No. 1 Special Tax Allocation Fund, unless otherwise specified in the redevelopment agreement.
3. All projects undertaken with BDD Funds must comply with applicable Village of Mt. Zion design guidelines, zoning ordinances and building codes.
4. All projects must be located within the Mt. Zion BDD Redevelopment Project Area and Applications are subject to review by the Village's BDD Administrator and Special Counsel prior to Village Board of Trustees approval.
5. Business owners who are tenants of a building for which planned leasehold improvements will be paid for with BDD Funds must provide written consent from the property owner for all proposed improvements (see ***Appendix B***).
6. All applications must attach a description of the planned improvements, estimated costs (contractor bids) of the project and projected start and completion dates. Conceptual sketches, photographs and drawings are encouraged. The Village reserves the right to request additional information, including, but not limited to, how the property will be utilized (e.g., commercial, residential, type of business, etc.) after the renovations are completed.
7. It is the understanding of the Village and the Applicant that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not currently apply to sales tax incentives, such as BDD Funds, that are received by private Developers as reimbursement for BDD Eligible Project Costs. This position of the Department of Labor is available online at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. Any project costs incurred by the Developer within a public *right-of-way* or for which the improvements are intended to be dedicated to the Village are subject to the Prevailing Wage Act.
8. The Mt. Zion Village Board of Trustees reserves the right to accept BDD Applications from those Applicants who undertake projects the Village deems to be compliant with the Business District Development and Redevelopment Act, projects that the Village believes will further stimulate the type of redevelopment that is consistent with the Mt. Zion Business Development District No. 1 Redevelopment Plan and projects that are in the best interests of the citizens of the Village of Mt. Zion.

The undersigned certifies and warrants that to the best of his/her knowledge the information contained in and attached to this Application Form is true, correct, and complete and furthermore agrees to the terms and conditions provided herein. Nothing contained in this BDD Application shall be construed by the Village or the Applicant or any third person to create the relationship of a partnership, agency, or joint venture between the Village and the Applicant.

Applicant Signature  Date: _____

FOR VILLAGE USE:

Date application received by the Village of Mt. Zion: ____ / ____ / ____ by _____

Date BDD Application forwarded to Village's BDD Administrator and Special Counsel: ____ / ____ / ____

Request Verified as BDD Eligible Project Cost: ☐ Yes ☐ No (reason: _____)

Relocation Costs

Moving Equipment and Furniture: \$2,000–\$3,000 – Labor / Lowe's

Transportation Costs: \$500–\$1,000 – U-Haul

Temporary Storage (if needed): \$1,500 – Put this towards flooring/plumbing

Total Estimated Cost: \$4,000–\$5,500

Construction of Public Works or Improvements

Landscaping and Outdoor Lighting: \$5,000–\$7,000 – Turf Professionals / Dynagraphics – remaining toward plumbing

Sidewalks / Accessibility Improvements: \$2,000–\$3,000 – Courtyard setup: bricklay, table, chairs

Total Estimated Cost: \$7,000–\$10,000

Summary of Estimated Costs

Professional Fees: \$24,500–\$25,500

Property Assembly Costs: \$2,875

Site Preparation: \$9,540–\$13,540

Rehab/Repair/Remodeling: \$99,000–\$109,000

New Construction/Infrastructure: \$15,000–\$20,000

Relocation Costs: \$4,000–\$5,500

Public Works/Improvements: \$7,000–\$10,000

Total Estimated Cost Range: \$161,915–\$186,415

Expense Breakdown**Professional Fees** (*e.g., engineering, architectural, legal, accounting, plans, marketing*)

Architectural and Engineering Plans: \$16,000 – AEX

Legal Fees: \$3,500 – Acton & Snyder

Accounting Services: \$3,000 – Noli Financial & Boyum

Marketing (signage, promotional materials): \$2,000–\$3,000 – Dynagraphics/Canva

Total Estimated Cost: \$24,500–\$25,500

Property Assembly Costs (*Land and Building*)

Building Lease Setup/Ownership Transfer: \$2,875 – 1335 MTZ Building

Total Estimated Cost: \$2,875

Site Preparation

Permits and Approvals: \$1,540 – Village of MTZ (\$488/\$1,051.45)

Utilities Setup (plumbing, electricity, internet): \$5,000–\$7,000

Demolition/Clearing Work (if needed): \$3,000–\$5,000 – Dumpster/labor

Total Estimated Cost: \$9,540–\$13,540

Rehab, Repair, Remodeling, Reconstruction of Existing Buildings

Interior Renovations (salon layout, stations, fixtures): \$50,000–\$60,000 – Buy Rite Equipment, Kellar Salon Equipment, Chicago Equipment, Lowe's, Dunkin Lighting (over budget by \$7,500), Ameren (Divine Illuminations)

HVAC/Plumbing Repairs: \$30,000 – Greg Hahn / Janvrin Plumbing / Precision

Flooring and Paint: \$19,000 – Nick Bodine (\$19k), Finisher/painter – Gary at J&S

Total Estimated Cost: \$99,000–\$109,000 (*Flooring/plumbing over budget*)

Construction of New Buildings and Related Infrastructure

Parking Lot / Exterior Improvements: \$15,000–\$20,000 – B&B Glass / Rocke Overhead Doors

Total Estimated Cost: \$15,000–\$20,000

EXHIBIT 2

PROMISSORY NOTE

FOR VALUE RECEIVED, Capelli's Studio & Spa, LLC and Nichole R. Garner (collectively, the "Borrower"), promise to pay the **Village of Mt. Zion, Macon County, Illinois**, an Illinois Municipal Corporation (the "Lender") the principal sum of up to **Forty-Five Thousand Dollars (\$45,000.00)** with interest accruing on the unpaid principal at the rate of **three percent (3%) per annum**. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's BDD Eligible Costs incurred as a result of a Redevelopment Project located at 1339 N. State Rt. 121, Mt. Zion, Illinois (PIN 12-17-04-232-008 and the "Property"), within the Redevelopment Project Area and that is the subject of a Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and Capelli's Studio & Spa, LLC and Nichole R. Garner (the "Redevelopment Agreement") entered into the **15th day of September, 2025**.

The term of this Promissory Note shall commence on the date the reimbursements provided for in **Section "B"** of the Redevelopment Agreement are disbursed to the Borrower and end on the date that is **five (5) years** from the date of such disbursement.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, **One-Fifth (1/5)** of the principal balance of up to **\$45,000.00**, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being the date that is one (1) year from the date of the disbursement set forth in **Section "B"** of the Redevelopment Agreement and continuing on said date of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note if the Borrower:

- i. Fails to timely complete the Project and maintain constant, continuous operation of the *Capelli's Studio & Spa* facility located on the Property from the time the Project is complete and continuing for the term of this Agreement.
- ii. Fails to annually provide verification of the payment of the real estate taxes for the property during the term of this Agreement.
- iii. Files for bankruptcy or otherwise become insolvent during the term of this Agreement.
- iv. If the Property or any portion thereof becomes the subject of foreclosure proceedings during the term of this Agreement.
- v. Adequate property insurance on the Property is not maintained during the term of the loan to cover the replacement cost of the completed Project.
- vi. Any default by the Borrower/Developer of any term or condition set forth in the Redevelopment Agreement. As signatories to this Agreement and the Note, Capelli's Studio & Spa, LLC and Nichole R. Garner shall be guarantors

for the Note and shall be jointly and severally liable in the event of a default thereof by the Developer. If, during the term of the Redevelopment Agreement or this Note, the Developer ceases business operations or vacates the Property, then Capelli's Studio & Spa, LLC and Nichole R. Garner shall remain as guarantors for this Note and shall be jointly and severally liable in the event of a default thereof by any assignee or successor of the Developer, unless otherwise agreed to in writing by the Lender.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the Village, including reasonable attorney fees and court costs, whether judgment is rendered or not.

As signatory to this Note, Capelli's Studio & Spa, LLC and Nichole R. Garner each guarantees payment of this Promissory Note in the event the Borrower is in default hereof.

This Promissory Note has been entered into and shall be performed in the Village of Mt. Zion, Macon County, Illinois, and shall be construed in accordance with the laws of the State of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Macon County, Illinois.

VILLAGE	BORROWER
VILLAGE OF MT. ZION, ILLINOIS , an Illinois Municipal Corporation	CAPELLI'S STUDIO & SPA, LLC , an Illinois Limited Liability Company
BY: _____ Mayor	BY: _____ Nichole R. Garner, President
Date: _____	Date: _____
ATTESTED BY:	NICHOLE R. GARNER , individually
_____ Village Clerk	BY: _____ Nichole R. Garner
Date: _____	Date: _____

EXHIBIT 3

PRIVATE REDEVELOPMENT PROJECT REQUEST FOR VERIFICATION OF ELIGIBLE PROJECT COSTS

Requisition No. _____

Developer/Requestor name: _____ Date submitted: ____/____/20____.

Developer/Requestor mailing address: _____.

Developer daytime phone: _____ Email address: _____.

This request for verification of eligible project costs relate to a written Redevelopment Agreement approved on
____/____/20____ by and between _____ and _____.
(Municipality) (Developer)

Project Name and Site Address: _____.

Property PIN(s) as found on most recent real estate tax bill: _____.

☐ Applicable Tax Increment Financing (TIF) District Name: _____.

☐ Applicable Business Development District (BDD) Name: _____.

This form is a request by the Developer to the Municipality for verification of eligible project costs which may be relied upon by the Municipality in advance of future disbursements of funds, if any are payable, from the Special Tax Allocation Fund(s) pursuant to the above referenced Redevelopment Agreement and applicable laws and statutes. The terms used herein shall have the same meanings as those terms in the Redevelopment Agreement.

List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested:

Description	Amount Paid	Invoice(s) Attached	Proof of Payment Attached ¹
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
Total Amount Requested for Verification of Eligible Costs:	\$		

The undersigned hereby certifies and swears under oath that the following statements are true and correct:

1. the items herein provided as the "List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested" were incurred and/or

¹ Proof of payment may include: bills, statements, invoices and/or waivers of lien marked as paid, signed, and dated by suppliers, contractors, or professionals; processed cancelled check or bank draft payments (i.e., photocopies of both sides of check); or other proofs payment for costs as may be requested by the Municipality. This information is to be attached to this form and available for review when submitted.

financed by the Developer as deemed necessary and in furtherance of the Project, and such materials and or services for which said costs were incurred have been applied to the Project in accordance with applicable City Codes and requirements of the Redevelopment Agreement, including Exhibits and amendments, if any, attached thereto; and

2. the Project Costs for which amounts are herein requested for verification of eligibility represent proper redevelopment project costs as identified in the "Limitation of Incentives to Developer" described in the Redevelopment Agreement, are not duplicated from any previous Request for Verification of Eligible Project Costs, have been properly recorded on the Developer's books, are set forth herein with invoices and proof of payment attached for all sums for which reimbursement is requested; and
3. the amounts requested and set forth herein are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually paid or advanced for such redevelopment project costs; and
4. the Developer is not in default per the terms of the Redevelopment Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance or fulfillment of its obligations under the Redevelopment Agreement.

The undersigned hereby certifies and warrants he/she is of legal age and that to the best of his/her knowledge the information contained in and attached to this *Request for Verification of Eligible Project Costs* is true, correct, and complete and furthermore agrees to the statements and representations provided herein. Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

BY: _____ DATE: ____/____/20____.
Developer/Requestor Signature

Print Developer/Requestor Name: _____.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the _____ day of _____, 20____, and signed the above statement as a free and voluntary act and deed.

Notary Public

Date of Commission Expiry: ____/____/20____.

Revised 11/12/2024

THIS SECTION FOR MUNICIPAL USE

- ☐ Request reviewed by TIF/BDD Administrator for the Municipality: _____ Date: ____/____/20____.
(name and title)
- ☐ Request approved by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project reviewed/inspected by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project completed pursuant to Municipal Code Requirements.
- ☐ Project not completed pursuant to Municipal Code Requirements per attached report of authorized municipal official.

Board Memorandum

TO: Honorable Mayor and Village Trustees

FR: Julie Miller, Village Administrator

RE: Ordinance Approving and Authorizing the Execution of the Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and 1335 MTZ Building, LLC and John Doolin and Gregg Meisenhelter and Nichole R. Garner – 1335 N. State Highway 121

DT: September 12, 2025

Presented for consideration is an ordinance approving a redevelopment agreement for 1335 N. State Highway 121. The redevelopment will include Rt. 121 Coffee, Emily's, and additional space available for rent upon completion. The building and parking lot required major renovations estimated to be over \$1,000,000. The attached agreement provides for a five (5) year forgivable loan w/Promissory Note, not to exceed 25% of costs or \$45,000 and 50% of BDD revenue generated by the property payable as annual pay-as-you-go reimbursements not to exceed an additional \$100,000. Total cumulative reimbursement not to exceed \$145,000. As long as the businesses open and continue to operate at this location, each year 20% of the loan and interest are forgiven. Payment will be made from BDD Funds once all required documentation and proof of all expenditures has been received and verified by the Village and its consultant.

Proposed Motions:

To approve Ordinance No. 2025-20 An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement By and Between the Village of Mt. Zion, Macon County, Illinois and 1335 MTZ Building, LLC and John Doolin and Gregg Meisenhelter and Nichole R. Garner – 1333 N. State Highway 121 as presented.

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE VILLAGE CLERK FOR THE VILLAGE OF MT. ZION, ILLINOIS, AND THAT THE VILLAGE BOARD OF TRUSTEES AT A REGULARLY CONSTITUTED MEETING OF SAID VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION ON THE 15TH DAY OF SEPTEMBER, 2025 ADOPTED ORDINANCE NO. _____, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF SEPTEMBER, 2025.

(SEAL)

DAWN REYNOLDS
VILLAGE CLERK

VILLAGE OF MT. ZION, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
BUSINESS DEVELOPMENT DISTRICT NO. 1 REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

and

1335 MTZ BUILDING, LLC

and

JOHN DOOLIN

and

GREGG MEISENHELTER

and

NICHOLE R. GARNER

(1335 N. State Rt. 121)

**PASSED BY THE VILLAGE BOARD OF TRUSTEES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
ON THE 15TH DAY OF SEPTEMBER, 2025.**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE
BOARD OF TRUSTEES OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS,
THIS 15TH DAY OF SEPTEMBER, 2025.**

EFFECTIVE: SEPTEMBER 15, 2025

ORDINANCE NO. _____

VILLAGE OF MT. ZION, ILLINOIS
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT

by and between
THE VILLAGE OF MT. ZION
and
1335 MTZ BUILDING, LLC
and
JOHN DOOLIN
and
GREGG MEISENHELTER
and
NICHOLE R. GARNER
(1335 N. State Rt. 121)

WHEREAS, the Mayor and Village Board of Trustees of the Village of Mt. Zion, Macon County, Illinois (the "Village"), have hereby determined that the Mt. Zion, Illinois Business Development District No. 1 Redevelopment Agreement by and between the **Village of Mt. Zion** and **1335 MTZ Building, LLC**, an Illinois Limited Liability Company, **John Doolin**, individually, and **Gregg Meisenhelter**, individually, and **Nichole R. Garner**, individually (collectively the "Developer") attached hereto as ***Exhibit "A,"*** is in the best interest of the citizens of the Village of Mt. Zion.

NOW THEREFORE, be it ordained by the Mayor and Village Board of Trustees of the Village of Mt. Zion, Illinois, in the County of Macon, as follows:

1. The Village of Mt. Zion, Illinois Business Development District No. 1 (the "Business District") Redevelopment Agreement attached hereto as ***Exhibit "A"*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the Village the Business District Redevelopment Agreement attached hereto and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Business District Redevelopment Agreement shall be effective the date of its approval on the **15th day of September, 2025**.
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 left blank.)

PASSED APPROVED AND ADOPTED by the Mayor and Village Board of Trustees of the Village of Mt. Zion this 15th day of September, 2025.

MAYOR & ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Chris Siudyla			
Evan West			
Jack Vance			
Randy Doty			
Nate Patrick			
Phil Tibbs			
Lucas Williams, Mayor			
TOTAL VOTES			

APPROVED: _____, Date ____/ ____ / 2025
Lucas Williams, Mayor, Village of Mt. Zion

ATTEST: _____, Date: ____/ ____ / 2025
Dawn Reynolds, Village Clerk, Village of Mt. Zion

ATTACHMENTS:

1. **EXHIBIT A.** Village of Mt. Zion, Illinois Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and 1335 MTZ Building, LLC, and Nichole R. Garner.

EXHIBIT A

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPEMNT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**

**by and between
THE VILLAGE OF MT. ZION
and
1335 MTZ BUILDING, LLC
and
JOHN DOOLIN
and
GREGG MEISENHELTER
and
NICHOLE R. GARNER
(1335 N. State Rt. 121)**

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**

by and between

VILLAGE OF MT. ZION, ILLINOIS

and

1335 MTZ BUILDING, LLC

and

JOHN DOOLIN

and

GREGG MEISENHELTER

and

**NICHOLE R. GARNER
(1335 N. State Rt. 121)**

SEPTEMBER 15, 2025

**VILLAGE OF MT. ZION, ILLINOIS
BUSINESS DEVELOPMENT DISTRICT NO. 1
REDEVELOPMENT AGREEMENT**

by and between
VILLAGE OF MT. ZION, ILLINOIS

and
1335 MTZ BUILDING, LLC

and
JOHN DOOLIN

and
GREGG MEISENHELTER

and
NICHOLE R. GARNER
(1335 N. State Rt. 121)and

THIS AGREEMENT (including Exhibits, hereinafter referred to as the "Agreement") is entered into this 15th day of September, 2025, by the **Village of Mt. Zion** (the "Village"), an Illinois Municipal Corporation, Macon County, Illinois, and **1335 MTZ Building, LLC**, an Illinois Limited Liability Company, **John Doolin**, individually, and **Gregg Meisenhelter**, individually, and **Nichole R. Garner**, individually (collectively the "Developer"). Hereinafter the City and the Developer, for convenience, may collectively be referred to as the "Parties."

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens and to encourage development, job creation, and/or the full utilization of real estate; and

WHEREAS, pursuant to the Illinois Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*), as amended (the "Act"), the Village established the Mt. Zion Business Development District No. 1 (the "Business District" or "BDD") on September 14, 2020, by approving Ordinance No. 2020-16; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the Village has the authority to appropriate and expend funds for economic development purposes; and

WHEREAS, pursuant to the 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 owns real property located within the Business District at **1335 N. State Rt. 121 (PIN 12-17-04-232-008)**, which is hereinafter referred to as the "Property," and based in part on incentives made available by the Village, the Developer shall proceed to undertake rehabilitation, repair, and remodeling improvements to the Property and replace business signage thereon at a total estimated cost of \$662,583 (the "Project" - excluding land acquisition); and

WHEREAS, as an incentive to undertake the Project, the Developer has requested reimbursement for a portion of its BDD Eligible Costs as described by the Developer's *Application for Reimbursement of Private BDD Eligible Redevelopment Project Costs* in **Exhibit "I"** attached hereto; and

WHEREAS, the Developer's proposed Project is consistent with the land uses of the Village and the Business District Plan as adopted; and

WHEREAS, the Village and the Developer (the "Parties") have agreed that the Village shall provide BDD incentives for the Project as set forth below; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer's BDD Eligible Project Costs under this Agreement exceed **One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00)**; and

WHEREAS, the Village has determined that this Project requires the incentives requested and that said Project will promote the health, safety and welfare of the Village and its citizens by attracting private investment to redevelop under-utilized property, to provide employment for its citizens, and generally to enhance the local economy; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer is prepared to redevelop said property; and

WHEREAS, the Village is entering into this Agreement to induce the Developer to complete the Project located on the Property.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties 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 and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
 - a. For the purpose of this Agreement, "**Business District Revenues**" shall be defined as the Village's One Percent (1%) rate of Business District Retailers' Occupation Tax and Business District Service Occupation Tax (65 ILCS 5/11-8-5) imposed on businesses located within the Business District and the Developer's Property.
 - b. For the purpose of this Agreement, "**BDD Eligible Costs**" shall mean those costs eligible for reimbursement under the Business District Development and Redevelopment Act and as are further described in ***Exhibit "I"*** 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. The Developer agrees to complete the Project and verify eligible project costs as required in **Section "E"** below on or before **April 30, 2026**, subject to exception of *Force Majeure* as described in **Section "I"** below.
 5. For the purpose of this Agreement, the Developer's Project will be deemed to be complete when the improvements described in **Exhibit "I"** are completed in compliance with all applicable ordinances and building codes of the Village, and the eligible project costs have been verified by the Developer pursuant to **Section "E"** below.
 6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. INCENTIVES

In consideration for the Developer completing its Project, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. In exchange for a promissory note to be issued by the Developer to the Village as set forth in **Exhibit "3"** attached hereto, the Village agrees to loan to the Developer (also, the "Borrower") an amount not to exceed **Twenty-Five Percent (25%)** of costs incurred for the Project (excluding land acquisition costs), or the sum of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**, whichever is less, from the Mt. Zion BDD No. 1 Special Tax Allocation Fund to assist the Developer with the redevelopment of the Property and related BDD eligible project costs. The terms and conditions for the loan shall be as follows:
 - a. An amount not to exceed **Twenty-Five Percent (25%)** of costs incurred for the Project, or the sum of **Forty-Five Thousand and 00/100 Dollars (\$45,000.00)**, whichever is less, shall be loaned to the Developer from the Mt. Zion BDD No. 1 Special Tax Allocation Fund within thirty (30) days following the completion of the Project and verification of a minimum of **\$45,000.00** of BDD Eligible Project Costs pursuant to **Section "E"** below, whichever occurs later.
 - b. A separate Promissory Note is attached hereto as **Exhibit "2"**.
 - c. The interest rate for the note shall be **Three Percent (3%)** per annum and shall begin to accrue on the date the loan funds are disbursed to the Developer.
 - d. The term of the note shall expire **five (5) years** from the date the loan funds are disbursed to the Developer hereunder.
 - e. **One-fifth (1/5)** of the principal amount of the loan, plus any accrued interest thereon, shall be forgiven annually by the Village commencing one (1) year from the date the loan funds are disbursed to the Developer and continuing on said date of each year thereafter for the term of the loan, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer shall timely complete the Project located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property during the term of this Agreement.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent during the term of this Agreement.
 - iv. The Property or any portion thereof shall not become the subject of foreclosure proceedings during the term of this Agreement.
 - v. The Developer shall verify adequate property insurance on the Property is maintained during the term of the loan to cover the replacement cost of the completed Project.
 - vi. As signatories to this Agreement and the Note, 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelther, and Nichole R. Garner shall be guarantors for the Note and shall be jointly and severally liable in the event of a default thereof by the Developer. If, during the term of this Agreement or the Note, the Developer sells or conveys all or a portion of the Property, then 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelther, and Nichole R. Garner shall remain as guarantors for the Note and shall be jointly and severally liable in the event of a default thereof by any assignee or successor of the Developer, unless otherwise agreed to in writing by the Village.
 - vii. The Developer agrees to add the Village as an insured on the loan policy of the title commitment issued upon the closing of the Property.
2. The Village shall also reimburse the Developer for a portion of its other BDD Eligible Project Costs (excluding land acquisition costs), which have been verified pursuant to **Section "E"** below, with such additional reimbursements payable from **Fifty Percent (50%)** of the annual Business District Revenues generated by the Developer's Project which is located on the Property beginning January 1, 2026 and continuing through September 14, 2043, or up to a cumulative additional reimbursement not to exceed **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, whichever occurs first.
- a. The Developer agrees to cooperate with the Village and complete and/or execute, or cause any of its tenants to complete and/or execute, any forms or documents necessary for the Village and its consultants and employees to calculate the annual Business District Revenues generated by any new businesses located on the Property. The Developer, furthermore, hereby gives its consent to the Village to share such Business District Revenue information with any such consultants and/or employees as is necessary to administer and audit this Agreement.
 - b. 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 Business District 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.

- i. The reimbursement of Business District Revenue provided for hereunder shall be made annually from the Business District Revenue received by the Village and solely from the Developer's Project generated during the calendar year.
- c. Payments pursuant to this **Section "B(2)"** shall cease upon any default by the Developer of any term or condition set forth in this Redevelopment Agreement or the Note.
3. In no event shall the total cumulative reimbursements provided for in *Paragraphs 1 and 2* above exceed, **One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00)**. Such funds shall be allocated to and when collected shall be received by the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Business District designated as the **1335 MTZ Building, LLC Special Account** ("Special Account") and then paid to the Developer as set forth in this Agreement.
4. The Parties agree that the Village is relying on the financial ability and wherewithal of the Developer to complete the Project. As signatories to this Redevelopment Agreement, 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelter, and Nichole R. Garner warrant that all of the information provided herein or contained in their respective personal financial statements provided by them to the Village for review is true and accurate, and that any of them will promptly update the Village of any material change in such financial position(s).

C. LIMITATION OF INCENTIVES TO DEVELOPER

In no event shall the maximum cumulative reimbursements for the Developer's BDD Eligible Project Costs pursuant to **Section "B"** above exceed **One Hundred Forty-Five Thousand and 00/100 Dollars (\$145,000.00)** as set forth herein.

D. OBLIGATIONS AND RESPONSIBILITIES OF DEVELOPER

1. The Developer shall timely complete the Project located on the Property. Failure of the Developer to timely complete such the Project as set forth herein will result in the denial of the reimbursements to be otherwise made hereunder.
2. The failure of the Developer to provide any information reasonably required herein after notice from the Village, and the continued failure to provide such information within 30 days to the Village after such notice shall be considered a material 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 forgoing information.
3. The Developer agrees to execute any and all documents necessary to effectuate the provisions of this Agreement.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. To receive the incentives set forth in **Section "B"** above, the Developer must submit documentation using the *Request for Verification of Eligible Project Costs* form attached hereto as **Exhibit "3"** (also referred to as the "Requisition") to provide evidence of all BDD Eligible Project Costs incurred by it with respect to the Project on or before **April 30, 2026**.

Satisfactory evidence of such costs shall include verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full), cancelled checks, statements or invoices marked paid from each of the parties entitled to payment with respect to work done for the Project, or other proofs payment for such bills, statements, or invoices for such costs. Absent the Village's written consent for an extension provided to the Developer, any costs submitted after **April 30, 2026** will not be eligible for reimbursement.

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.
3. Any BDD Revenues not required to be paid to the Developer under the terms of ***Paragraph "I"*** above shall be available to the Village for any purpose set forth in the BDD Redevelopment Plan and allowed by the BDD Act.
4. The Developer shall use such sums received as reimbursement for BDD Eligible Project Costs only to the extent permitted by law and the BDD Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the Mt. Zion Business Development District No. 1, whichever is longer.
5. The Village's BDD 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.
6. All 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 BDD Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved Eligible Project 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.
7. 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 BDD Act, 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.
8. The Developer may submit for prior approval by the Village as Verified Eligible Project Costs under the BDD Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. LIMITED OBLIGATION OF VILLAGE

The Village's obligation hereunder to reimburse the Developer as stated herein is a limited

obligation to be paid solely from the Mt. Zion BDD 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 nor obligate the Village to utilize its taxing authority to fulfill the terms of this Agreement.

G. 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 payments to any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the Project.

H. DEFAULT; CURE; REMEDIES

In the event of a default under this 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") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this 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 Municipal Sales Tax Revenues payable 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 Agreement, it shall not be deemed to be in default under this 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 non-monetary covenant as and when it is required to under this 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 non-monetary 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.

In the case of the failure of Developer to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the Developer in so failing to perform and comply hereby agrees to pay to City all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including City's reasonable attorneys' fees.

I. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project on or before **April 30, 2026**, subject to extension due to Force Majeure (defined below). Failure to do so shall be cause for the Village to declare the Developer in default and unilaterally terminate the Agreement after notice and the opportunity to cure as provided in *Section "II."* 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 the 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 or any other cause beyond the reasonable control of the Developer or the Village.

J. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by **Section "B"** of this Agreement) and obligations (or either of them) of the Developer under this Agreement may only be assignable upon the express written permission of the Village in its sole discretion, and provided that any assignee has the financial capability of undertaking the Project.

K. PREPAYMENTS

Should the annual BDD Revenue generated by the Project be sufficient to pay all the Developer's BDD Eligible Project Costs prior to the expiration of the term of this Agreement, Village may, in its sole discretion, elect to pay all or a portion of the then remaining future reimbursements in a single lump sum payment.

L. 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.

M. 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.

N. 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 (3rd) 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:

(The remainder of this page is intentionally left blank.)

TO VILLAGE

Village of Mt. Zion
% Village Clerk
1400 Mt. Zion Parkway
Mt. Zion, Illinois 62549
Ph: (217) 864-5424

With copy to Village BDD Administrator:

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

TO DEVELOPER

1335 MTZ Building, LLC
% John Doolin, Manager
1073 W. Main St.
Decatur, Illinois 62522
Ph: (217) 454-9847

John Doolin
40 1st S. Shores Ave.
Decatur, Illinois 62521

Gregg Meisenhelter
1073 W. Main St.
Decatur, Illinois 62522

Nichole R. Garner
74 S. Shores Dr.
Decatur, Illinois 62521
Ph: (217) 972-0027

With copy to:

O. SUCCESSORS IN INTEREST

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

P. 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.

Q. 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.

R. 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.

S. TERM OF THE AGREEMENT

Notwithstanding anything in this Agreement to the contrary, this Agreement shall expire upon full release of the loan as described in **Exhibit "3"** attached hereto. The Agreement shall expire sooner upon default by the Developer of this Agreement or the Note after applicable notice and cure periods.

T. ILLINOIS PREVAILING WAGE ACT

It is the understanding of the Parties that the position of the Illinois Department of Labor (the "Department") 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 is stated as an answer to a FAQ section on the Department's website.¹ 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.

U. 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. **Amendments to this Agreement.** Developer and the Village agree that they may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.
3. **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.
4. **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.

¹See online: <https://labor.illinois.gov/>.

5. **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	DEVELOPER
VILLAGE OF MT. ZION, ILLINOIS , an Illinois Municipal Corporation	1335 MTZ BUILDING, LLC , an Illinois Limited Liability Company
BY: _____ Mayor Date: _____	BY: _____ John Doolin, Manager Date: _____
ATTESTED BY: _____ Village Clerk Date: _____	JOHN DOOLIN , individually BY: _____ John Doolin Date: _____ GREGG MEISENHELTER , individually BY: _____ Gregg Meisenhelter Date: _____ NICHOLE R. GARNER , individually BY: _____ Nichole R. Garner Date: _____

EXHIBITS:

Exhibit 1. Property Description and Application for BDD Benefits as submitted by 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelter, and Nichole R. Garner.

Exhibit 2. Promissory Note.

Exhibit 3. Request for Verification of Eligible Project Costs.

EXHIBIT 1

PROPERTY DESCRIPTION AND APPLICATION FOR BDD BENEFITS RELATING TO PRIVATE BDD ELIGIBLE REDEVELOPMENT PROJECT COSTS

1335 MTZ Building, LLC and Nichole R. Garner

Village of Mt. Zion, Macon County, Illinois / Mt. Zion BDD No. 1

Project Description: Developer shall proceed to undertake rehabilitation, repair, and remodeling improvements to the Property and replace business signage thereon at a total estimated cost of \$662,583 (the "Project" - excluding land acquisition).

Property: 1335 N. State Rt. 121, Mt. Zion, Illinois
PIN 12-17-04-232-008 / GUSTINS SUBD E1/2 LT 3 (EX E20) &
ALL LT 4 (EX E20) IN TIF DIST IRREG





Mt. Zion Business Development District (BDD) No. 1
Village of Mt. Zion, 1400 Mt. Zion Parkway, Mt. Zion, Illinois 62549 / Ph: (217) 864-5424

**APPLICATION FOR BDD BENEFITS RELATING TO
 PRIVATE BDD-ELIGIBLE REDEVELOPMENT PROJECT COSTS**

Applicant Name: 1335 MTZ Building, LLC Mailing Address: 1073 W Main St., Decatur, IL 62522

Business Site Address: 1335 N State Highway 121, Mt. Zion, IL 62549

Subject Property's Macon County Property Tax ID #: 12-17-04-232-008

Property Owner Name(s) if different than Applicant: _____

Applicant Daytime Business Phone: 217-454-9847 Evening Phone: _____

Applicant Email Address: gnajproperties@gmail.com

Type of Business (check one) ☒ Service ☒ Retail ☐ Other (describe): _____

Anticipated Project Start Date: 04/01/2025 and Estimated Project Completion Date: 07/01/2025

Number of new jobs that will be created as a result of this Project: Full-time 25 Part-time 15

New retail sales anticipated to occur annually at this location as a result of proposed improvements: \$ 650,000

Total Projected Investment: \$ 1,030,300, of which \$ 630,300 relates to land and building improvements.

Estimated BDD Eligible Project Costs:

1. Professional fees (e.g., engineering, architectural, legal, accounting, plans, marketing) \$ 43,300
2. Property assembly costs (land and buildings) \$ 400,000
3. Site preparation \$
4. Rehab, repair, remodeling, reconstruction of existing buildings \$ 587,000
5. Construction of new buildings and related infrastructure \$
6. Relocation costs \$
7. Construction of public works or improvements \$

TOTAL ESTIMATED BDD ELIGIBLE PROJECT COSTS: \$ 1,030,300

AMOUNT OF BDD FUNDS REQUESTED \$ 1,030,300

BDD reimbursements are provided for BDD-eligible project costs (pursuant to 65 ILCS 5/11-74.3-1 *et. seq.* as amended) and only for such eligible project costs that are incurred and verified for redevelopment projects undertaken within the designated BDD No. 1 Redevelopment Project Area. All BDD Applications are reviewed by the Village's BDD Administrator and Special Counsel prior to approval of a written redevelopment agreement by the Mt. Zion Village Board of Trustees and subject to the availability of funds. **Please read the following requirements carefully.**

ADDITIONAL REQUIREMENTS:

1. Only properties located within the Mt. Zion Business Development District No. 1 Redevelopment Project Area (the "BDD Area" or "Area") are eligible to apply for BDD assistance. The Mt. Zion BDD Redevelopment Project Area Boundary Map is provided and attached hereto as ***Appendix A***.
2. Applicants must, in advance of receiving BDD funds: a) verify that the most recent real estate tax bill(s) have been paid for the Property; and b) verify BDD eligible project costs in an amount equal to or greater than the amount approved by the Village Board of Trustees. **BDD Funds are paid by the Village of Mt. Zion to Applicants: a) with whom the Village Board of Trustees has approved a written redevelopment agreement by Village Ordinance; b) upon completion of the Project; and c) following verification of BDD eligible project costs that have been incurred by the Applicant – no exceptions.** The Village's obligation hereunder to pay BDD funds for eligible project costs is a limited obligation to be paid solely from the Mt. Zion BDD No. 1 Special Tax Allocation Fund, unless otherwise specified in the redevelopment agreement.
3. All projects undertaken with BDD Funds must comply with applicable Village of Mt. Zion design guidelines, zoning ordinances and building codes.
4. All projects must be located within the Mt. Zion BDD Redevelopment Project Area and Applications are subject to review by the Village's BDD Administrator and Special Counsel prior to Village Board of Trustees approval.
5. Business owners who are tenants of a building for which planned leasehold improvements will be paid for with BDD Funds must provide written consent from the property owner for all proposed improvements (see ***Appendix B***).
6. **All applications must attach a description of the planned improvements, estimated costs (contractor bids) of the project and projected start and completion dates.** Conceptual sketches, photographs and drawings are encouraged. The Village reserves the right to request additional information, including, but not limited to, how the property will be utilized (e.g., commercial, residential, type of business, etc.) after the renovations are completed.
7. It is the understanding of the Village and the Applicant that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not currently apply to sales tax incentives, such as BDD Funds, that are received by private Developers as reimbursement for BDD Eligible Project Costs. This position of the Department of Labor is available online at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. Any project costs incurred by the Developer within a public *right-of-way* or for which the improvements are intended to be dedicated to the Village are subject to the Prevailing Wage Act.
8. The Mt. Zion Village Board of Trustees reserves the right to accept BDD Applications from those Applicants who undertake projects the Village deems to be compliant with the Business District Development and Redevelopment Act, projects that the Village believes will further stimulate the type of redevelopment that is consistent with the Mt. Zion Business Development District No. 1 Redevelopment Plan and projects that are in the best interests of the citizens of the Village of Mt. Zion.

The undersigned certifies and warrants that to the best of his/her knowledge the information contained in and attached to this Application Form is true, correct, and complete and furthermore agrees to the terms and conditions provided herein. Nothing contained in this BDD Application shall be construed by the Village or the Applicant or any third person to create the relationship of a partnership, agency, or joint venture between the Village and the Applicant.

Applicant Signature _____

Date: 6/04/2025

FOR VILLAGE USE:

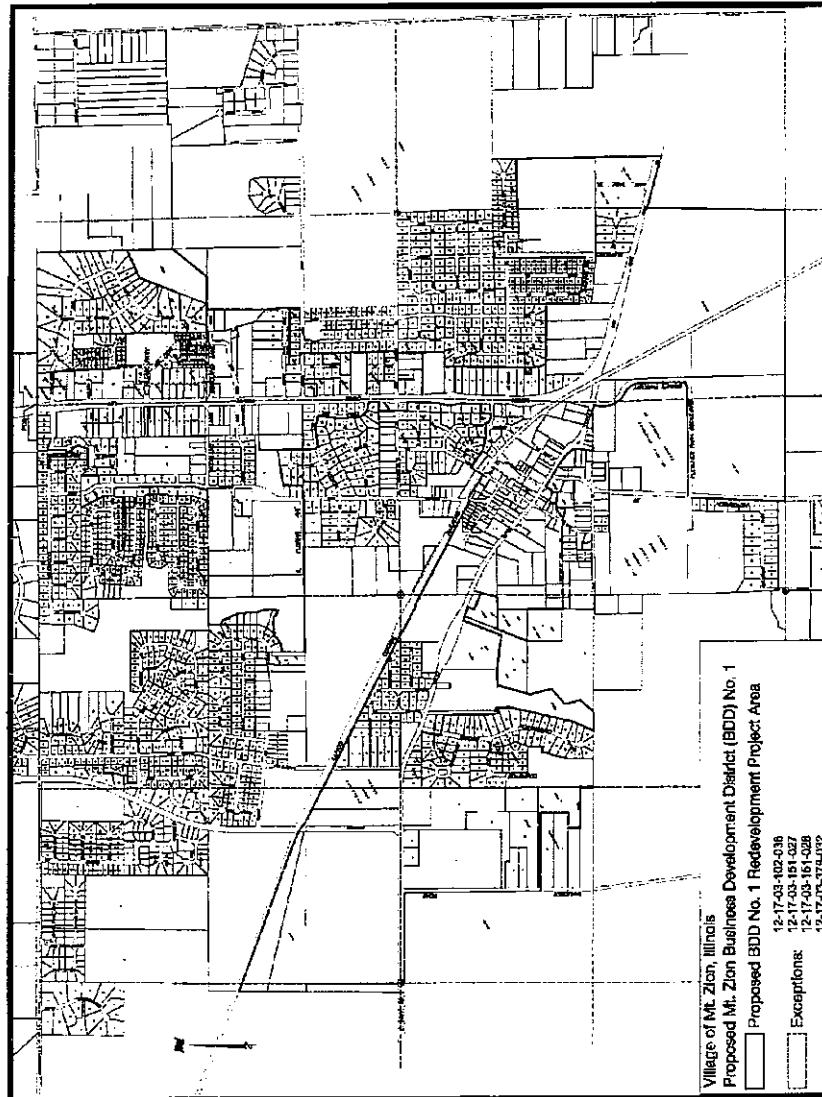
Date application received by the Village of Mt. Zion: ____ / ____ / ____ by _____

Date BDD Application forwarded to Village's BDD Administrator and Special Counsel: ____ / ____ / ____

Request Verified as BDD Eligible Project Cost: ☐ Yes ☐ No (reason: _____)

APPENDIX A

Mt. Zion Business Development District No. 1 Redevelopment Project Area



1335 N State Highway 121, Mt. Zion
Projected Costs

Professional Fees

Architectural and Engineering	\$15,000.00
Legal and Accounting	\$15,000.00
Marketing	\$10,000.00
Closing Cost	\$3,300.00
Subtotal	\$43,300.00

Purchase Price	\$400,000.00
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Rehab, Repair, Remodel

Permits and Fees	\$5,000.00
Demo and Buildout	\$77,000.00
Exterior Improvements	\$48,000.00
Detached Structure Changes	\$12,000.00
Plumbing	\$65,000.00
Electrical	\$60,000.00
HVAC	\$55,000.00
Signage Upgrade	\$15,000.00
Sidewalks and ADA Ramps	\$15,000.00
Parking Demo and Prep	\$75,000.00
Parking Improvements and Additions	\$160,000.00
Subtotal	\$687,000.00

Total	\$1,030,300.00
--------------	-----------------------

SIGNATURE
SIGN AND LIGHTING

2000

ಪ್ರತಿಭಾವಂತರು

Date: 18/22/2025

Printed	06/22/2025
Expires	06/21/2025

2019

Project: O-121 Exchange
121 IL 121
121 IL 121

Client: 1635 MTZ Building LLC
1073 W Main St
Decorah, IA 52551

Contact: Greg Messinger 217-510-4444 greg@hbk.com

We are pleased to offer this proposal for the following services at the above location:

Project Description:

Item Total:

942553 01

1:

A: Permitting:

Wick, Dennis Stuart and

1. Acquisition of sign permits

13. TBO City fees paid on client's behalf

B: Manufacture, Deliver & install:

$$^{\text{a}}_{\text{C}_{60}} \text{ 3.4} \times 10^{-3} \text{ g/g}$$

1. Remove existing drainage on hot trip prior to fabrication of new drainage.

Save existing cabinet for client prion

11. PRODUCE & INSTALL - 144 X 13" & ROUTED OUT BACKED WITH ACRYLIC LETTERS FOR 12" EXCHANGE

DUAL TENANT PANELS FOR EASY REPLACEMENT • PAINT: MATTHEWS DARK BRONZE AND MEDIUM BRONZE (BY REVEAL)

III. Customer to make a new power is provided at loc. then of Secn. 35, will have all fees connect and

IV. Examination and repair rate for rows enter pale cream on a III square type steel

*This quote is pre full survey. If SS is able to keep existing base and bore new 3' x 6' hole in center price will not change.

If additional excavation is required there will need to be a change order made.

Deposit Rate: 75%

Subtotal: \$32,553.00

Deposit: \$24,414.75

Total: \$32,553.00

Final Invoice Terms: Net 1 – Payment of all due amounts is required to be paid in full within the payment date of the invoice. Invoices are rendered on a calendar monthly basis. Invoices are due on the 15th day of the month following the month of service. Invoices are due on the 15th day of the month following the month of service. Invoices are due on the 15th day of the month following the month of service.

Signature Sign and Lighting
825 S. Kosciuszko St.
Jacksonville, FL 32253

Advance Deposit Terms

Environ Monit Assess (2008) 142:115–126

21. Are the categories extracted from source text a) all the same as will be

Advance Deposit Forbearance

—ADVANCED DEPOSIT FORBEARANCE:

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING DATE AND AUTHORITY

This contract is a representation and a contract for the benefit of the client, please print and sign below.

House Requiring NECH Sign Modifications, Alterations, and Removals

NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

While signature lighting is being installed, NECH, Inc. will make every reasonable effort to ensure that the lighting is installed in a safe and secure manner. NECH, Inc. will make every reasonable effort to ensure that the lighting is installed in a safe and secure manner.

Disclaimer: NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Excavation Policy & Change Order Agreement

The Client understands that excavation is a necessary part of the project. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Legacy Binding Signature

NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Furthermore: NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Electrical Extension Policy & Liability Disclaimer

Signature Sign and Lighting (including any and all work necessary to complete the project in a timely and professional manner) NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

The Client further understands and accepts full responsibility for the electrical work. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Please note: NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Exclusion: NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Warranty: 12 months against defective materials and 12 months against workmanship.

Permitting services: NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner. NECH, Inc. and its employees warrant that they will perform any and all work necessary to complete the project in a timely and professional manner.

Salesperson: Matt Roush

Buyer's Acceptance

Title

Date: 2025/08/26

Seller's Acceptance

Title

Date

www.squarecoil.com

EXHIBIT 2

PROMISSORY NOTE

FOR VALUE RECEIVED, 1335 MTZ Building, LLC and John Doolin, individually, and **Gregg Meisenhelter**, individually, and **Nichole R. Garner**, individually (collectively, the "Borrower"), promise to pay the **Village of Mt. Zion, Macon County, Illinois**, an Illinois Municipal Corporation (the "Lender") the principal sum of up to **Forty-Five Thousand Dollars (\$45,000.00)** with interest accruing on the unpaid principal at the rate of **three percent (3%) per annum**. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower's BDD Eligible Costs incurred as a result of a Redevelopment Project located at 1335 N. State Rt. 121, Mt. Zion, Illinois (PIN 12-17-04-232-008 and the "Property"), within the Redevelopment Project Area and that is the subject of a Business Development District No. 1 Redevelopment Agreement by and between the Village of Mt. Zion and 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelter, and Nichole R. Garner (the "Redevelopment Agreement") entered into the **15th day of September, 2025**.

The term of this Promissory Note shall commence on the date the reimbursements provided for in **Section "B"** of the Redevelopment Agreement are disbursed to the Borrower and end on the date that is **five (5) years** from the date of such disbursement.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, **One-Fifth (1/5)** of the principal balance of up to **\$45,000.00**, plus any accrued interest thereon, shall be forgiven by the Lender each year during the term of this Promissory Note, with the first date of forgiveness being the date that is one (1) year from the date of the disbursement set forth in **Section "B"** of the Redevelopment Agreement and continuing on said date of each year thereafter for the term of this Promissory Note. Provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement, the full principal amount of this Promissory Note, plus any accrued interest thereon, shall be forgiven on the expiration of this Promissory Note.

The Borrower shall be deemed in Default of this Promissory Note if the Borrower:

- i. Fails to timely complete the Project located on the Property.
- ii. Fails to annually provide verification of the payment of the real estate taxes for the property during the term of this Agreement.
- iii. Files for bankruptcy or otherwise become insolvent during the term of this Agreement.
- iv. If the Property or any portion thereof becomes the subject of foreclosure proceedings during the term of this Agreement.
- v. Adequate property insurance on the Property is not maintained during the term of the loan to cover the replacement cost of the completed Project.
- vi. Any default by the Borrower/Developer of any term or condition set forth in the Redevelopment Agreement. As signatories to this Agreement and the Note, 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelter, and

Nichole R. Garner shall be guarantors for the Note and shall be jointly and severally liable in the event of a default thereof by the Developer. If, during the term of the Redevelopment Agreement or this Note, the Developer ceases business operations or vacates the Property, then 1335 MTZ Building, L.L.C., John Doolin, Gregg Meisenhelter, and Nichole R. Garner shall remain as guarantors for this Note and shall be jointly and severally liable in the event of a default thereof by any assignee or successor of the Developer, unless otherwise agreed to in writing by the Lender.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the Village, including reasonable attorney fees and court costs, whether judgment is rendered or not.

(The remainder of this page is intentionally left blank.)

As signatory to this Note, 1335 MTZ Building, LLC, John Doolin, Gregg Meisenhelter, and Nichole R. Garner each guarantees payment of this Promissory Note in the event the Borrower is in default hereof.

This Promissory Note has been entered into and shall be performed in the Village of Mt. Zion, Macon County, Illinois, and shall be construed in accordance with the laws of the State of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Macon County, Illinois.

VILLAGE

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

BY: _____
Mayor

Date: _____

ATTESTED BY:

Village Clerk

Date: _____

BORROWER

1335 MTZ BUILDING, LLC, an Illinois
Limited Liability Company

BY: _____
John Doolin, Manager

Date: _____

JOHN DOOLIN, individually

BY: _____
John Doolin

Date: _____

GREGG MEISENHELTER, individually

BY: _____
Gregg Meisenhelter

Date: _____

NICHOLE R. GARNER, individually

BY: _____
Nichole R. Garner

Date: _____

EXHIBIT 3

PRIVATE REDEVELOPMENT PROJECT REQUEST FOR VERIFICATION OF ELIGIBLE PROJECT COSTS

Requisition No. _____

Developer/Requestor name: _____ Date submitted: ____/____/20____.

Developer/Requestor mailing address: _____.

Developer daytime phone: _____ Email address: _____.

This request for verification of eligible project costs relate to a written Redevelopment Agreement approved on
____/____/20____ by and between _____ and _____
(Municipality) (Developer)

Project Name and Site Address: _____.

Property PIN(s) as found on most recent real estate tax bill: _____.

☐ Applicable Tax Increment Financing (TIF) District Name: _____.

☐ Applicable Business Development District (BDD) Name: _____.

This form is a request by the Developer to the Municipality for verification of eligible project costs which may be relied upon by the Municipality in advance of future disbursements of funds, if any are payable, from the Special Tax Allocation Fund(s) pursuant to the above referenced Redevelopment Agreement and applicable laws and statutes. The terms used herein shall have the same meanings as those terms in the Redevelopment Agreement.

List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested:

Description	Amount Paid	Invoice(s) Attached	Proof of Payment Attached ¹
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
	\$	<input type="checkbox"/>	<input type="checkbox"/>
Total Amount Requested for Verification of Eligible Costs:	\$		

The undersigned hereby certifies and swears under oath that the following statements are true and correct:

1. the items herein provided as the "List of Project Costs Incurred Pursuant to the Redevelopment Agreement and Paid by the Developer for which Verification of Eligibility is Hereby Requested" were incurred and/or

¹ Proof of payment may include: bills, statements, invoices and/or waivers of lien marked as paid, signed, and dated by suppliers, contractors, or professionals; processed/cancelled check or bank draft payments (i.e., photocopies of both sides of check); or other proofs payment for costs as may be requested by the Municipality. This information is to be attached to this form and available for review when submitted.

financed by the Developer as deemed necessary and in furtherance of the Project, and such materials and or services for which said costs were incurred have been applied to the Project in accordance with applicable City Codes and requirements of the Redevelopment Agreement, including Exhibits and amendments, if any, attached thereto; and

2. the Project Costs for which amounts are herein requested for verification of eligibility represent proper redevelopment project costs as identified in the "Limitation of Incentives to Developer" described in the Redevelopment Agreement, are not duplicated from any previous Request for Verification of Eligible Project Costs, have been properly recorded on the Developer's books, are set forth herein with invoices and proof of payment attached for all sums for which reimbursement is requested; and
3. the amounts requested and set forth herein are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually paid or advanced for such redevelopment project costs; and
4. the Developer is not in default per the terms of the Redevelopment Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance or fulfillment of its obligations under the Redevelopment Agreement.

The undersigned hereby certifies and warrants he/she is of legal age and that to the best of his/her knowledge the information contained in and attached to this *Request for Verification of Eligible Project Costs* is true, correct, and complete and furthermore agrees to the statements and representations provided herein. Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

BY: _____ DATE: ____/____/20____.

Developer/Requestor Signature

Print Developer/Requestor Name: _____.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public, do hereby affirm that _____ personally appeared before me on the _____ day of _____, 20____, and signed the above statement as a free and voluntary act and deed.

Notary Public

Date of Commission Expiry: ____/____/20____.

Revised 11/12/2024

THIS SECTION FOR MUNICIPAL USE

- ☐ Request reviewed by TIF/BDD Administrator for the Municipality: _____ Date: ____/____/20____.
(name and title)
- ☐ Request approved by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project reviewed/inspected by authorized municipal official: _____ Date: ____/____/20____.
(name and title)
- ☐ Project completed pursuant to Municipal Code Requirements.
- ☐ Project not completed pursuant to Municipal Code Requirements per attached report of authorized municipal official.



410 W. MAIN STREET
Mt. Zion, Illinois 62549

AUGUST 2025 MONTHLY HIGHLIGHTS

- **SUSPICIOUS PERSON, POSSESSION OF DRUG PARAPHERNALIA-** On August 27 the MZPD responded to the bike/walking trail near Buckhead Estates regarding two suspicious persons. The caller stated a male and female walked through the tree line into the back yard of a residence on Buckhead Lane several times. Each time they were observed retrieving duffle bags. The caller believed they could be burglarizing a home in the area. When MZPD arrived they spoke with the male, 32 and female, 41. The couple stated they were homeless and had been staying with a friend on Buckhead Lane. This was later confirmed. Both the male and female were carrying bags that contained personal items. The male was taken into custody after it was confirmed he had an active arrest warrant from Shelby County. While conducting a pat down search the arresting officer recovered a large knife, a glass pipe, and small container with suspected methamphetamine residue. The male was transported to the Macon County Jail for the arrest warrant and Possession of Drug Paraphernalia. The female was released at the scene.
- **POSSESSION OF A CONTROLLED SUBSTANCE WITH INTENT TO DELIVER-** On August 28 MZPD and Mt. Zion Fire responded to an apartment on Woodland Drive regarding a possible overdose. This address has been the focus of an investigation into suspected drug activity for several proceeding months. Specifically, the MZPD has made multiple drug arrests involving suspects coming from or going to this apartment. The caller, a 34 yoa male, told officers he was visiting and left the apartment to walk to the store. He returned to find the resident, a 62 yoa male, on the floor and unconscious. The caller stated the suspect likely took methamphetamine mixed with fentanyl. The resident was treated on scene and transported to a hospital. The MZPD obtained a search warrant and recovered numerous cell phones and evidence of drug activity. As a result of this investigation, the resident was arrested when he was released from the hospital. Pending charges include: Possession of Narcotics with Intent to Deliver and Delivery of a Controlled Substance.
- MZPD Officers Gaige Floyd and Noah Ruenger were both recognized by the Alliance Against Intoxicated Motorists for their exceptional efforts in DUI and Impaired Driving Enforcement. Both Officers Floyd and Ruenger have excelled in recognizing clues and signs of impaired drivers and putting together prosecutable cases.

Criminal Arrests-	12	Ordinance Citations-	1
Traffic Citations-	42	Traffic Crashes-	2