

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC10

**AN ORDINANCE AUTHORIZING AND APPROVING A
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF VILLA GROVE,
DOUGLAS COUNTY, ILLINOIS AND TRI-CITY COUNTRY CLUB**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS TWELFTH DAY OF MAY 2025

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS THIRTEENTH DAY OF MAY 2025.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2025-MC10

May 12, 2025

**AN ORDINANCE AUTHORIZING AND APPROVING A
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF VILLA GROVE,
DOUGLAS COUNTY, ILLINOIS AND TRI-CITY COUNTRY CLUB**

WHEREAS, the City of Villa Grove, Illinois, (the “City”) desires for the redevelopment of certain existing property within the established Villa Grove Tax Increment Financing Redevelopment Project Area #2 (the “TIF District”) pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. Revised Illinois Statutes (the “TIF Act”); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing (TIF) where available to accomplish the goals set forth by the Redevelopment Plan and Project for the City of Villa Grove’s TIF District #2 (the “TIF Plan”); and,

WHEREAS, Tri-City Country Club of Villa Grove (the “Developer”) has submitted a proposal requesting consideration by the Mayor and City Council of the City of Villa Grove (the “Corporate Authorities”) for the use of funds collected pursuant to the TIF Act to support a project which would cause for the construction of new clubhouse facility, which is located on certain property within the TIF District; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize special allocation funds collected pursuant to the TIF Act to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Villa Grove find that it is in the best interest of the City to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and rehabilitation of certain property, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:

SECTION 1: That the Preambles hereto are true and correct and are incorporated herein by reference as if fully set forth at this point, including, but not limited to, specifically, the legislative determination that the proposal of the Developer is consistent with the Redevelopment Plan of the TIF District and the public policies of the TIF Act.

SECTION 2. That a certain "Redevelopment Agreement" between the City of Villa Grove, Illinois and the Developer, in the form attached hereto as Exhibit A, including all attachments thereto, is hereby, in all respects, approved.

SECTION 3. That the Mayor or TIF District Administrator is hereby authorized, empowered and directed to execute the Redevelopment Agreement on behalf of the City. The City Clerk is hereby authorized, empowered and directed to attest to such signature and affix the Seal of the City on the Redevelopment Agreement.

SECTION 4. That the TIF District's Administrator, Consultant and Attorney of the City are hereby authorized, empowered and directed to take any and all actions which may be necessary, appropriate or convenient to effectuate the purposes of this Ordinance and any and all transactions contemplated by the Redevelopment Agreement approved herein.

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent

jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall be published in pamphlet form pursuant to law.

REST OF PAGE LEFT BLANK


PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twelfth day of May, A.D., 2025, by a roll call vote as follows:

ELECTED OFFICIAL NAME	AYE	NAY	ABSTAIN	ABSENT
Blaney, Thelma I.	X			
Cheely, Kerry S.	X			
Clark, Wayne R.	X			
Hooker, Anthony L.	X			
Johnson, Derek S.	X			
Nieto, Gilbert III	X			
<i>If required, Mayoral vote:</i> Eversole-Gunter, Cassandra A.				

APPROVED:


CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:


MICHELLE L. OSBORNE
City Clerk



TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

TRI-CITY COUNTRY CLUB

VILLA GROVE TIF #2

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this _____ day of _____, 2025, by and between the CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and TRI-CITY COUNTRY CLUB OF VILLA GROVE, ILLINOIS (hereinafter known as the "Developer") (The City and Developer shall collectively be referred to as the "Parties").

RECITALS & PRELIMINARY STATEMENTS

- A. On December 9, 2024, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the "TIF Act"), the City Council of the City (the "Corporate Authorities") approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area (also known as the "TIF District" or "TIF #2") and adopting the Villa Grove Redevelopment Plan and Project #2 (the "Redevelopment Plan" or "TIF Plan").
- B. The Developer has submitted a redevelopment proposal to the City for the performance of a project for redevelopment and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the City.
- C. The Corporate Authorities, after reviewing the redevelopment proposal submitted by the Developer and considering the benefits and impacts it will have on the City, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the purposes specified in the Redevelopment Plan.
- D. In consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Redevelopment Project as set forth herein.
- E. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act unless indicated to the contrary.

- F. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
- G. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.
- H. The Parties agree that the matters set forth in the recitals and statements above are true and correct and form a part of this Agreement.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a project which will cause for the construction of a new commercial building for use in the operation and provision of services by the Tri-City Country Club (the "Redevelopment Project"), on certain "Property", as shall be defined and identified by the following address(s) and PIN(s), including any subdivisions and/or combinations thereof for the purposes of separating the Redevelopment Project from such other property:

Douglas County PIN:	Approximate Site Address:
04-03-11-300-004	6 S. Henson Road, Villa Grove, Illinois 61956
04-03-11-300-009	

As also depicted and described in Appendix A – Project Location

The Redevelopment Project includes, but is not limited to:

- a) All site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) The construction, installation, and connection of all reasonably necessary infrastructure and utility services, including but not limited to: vehicle entrances, vehicle exits, parking areas, water service, sewer service, electrical service, stormwater services, and other similar components.
- c) The construction of a new clubhouse facility for use in the provision of services and activities as they may relate to the operation of Tr-City Country Club.
- d) Any and all other work reasonably necessary to be performed to the Property to complete the project as proposed and be suitable for the proposed or expected uses and in accordance with all federal, state, and local regulations of such a facility or uses.
- e) Any and all other improvements, site clean-up, inspections, permitting, and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to have the Redevelopment Project substantially completed within

one (1) year of the date of execution of this Agreement (the “Project Completion Deadline”). An extension to this deadline may be granted with written approval from the City, of which will not be unreasonably withheld given the provision of evidence of need of such extension by the Developer.

The Developer agrees that in order for the Redevelopment Project to be considered substantially complete, all listed components must be complete, the building(s) and property must be ready for occupation, performance of the proposed services or activities, and be in compliance with all relevant building codes, ordinances, or other regulations.

The Developer agrees that all work and construction phases will be performed in accordance with all applicable federal, state, and local laws, codes, ordinances, regulations, and other relevant policies which may pertain to the performance of the proposed project.

The Developer agrees that the Redevelopment Project will include a minimum expenditure by the Developer of at least **\$1,000,000.00** (“Required Minimum Investment”) and that failure to make the Required Minimum Investment may constitute a breach of contract, which can result in default of this agreement at the discretion of the City.

The City shall issue all necessary building permits for the Redevelopment Project within thirty (30) days of the Developer’s submission of a complete and compliant application for such permits, provided that the application meets all applicable legal, zoning, building code, and regulatory requirements. The City shall not be obligated to issue any permit for an application that is incomplete, deficient, or otherwise fails to comply with applicable laws and regulations. If the City determines that an application is incomplete or noncompliant, it shall notify the Developer in writing within ten (10) business days of submission, specifying the deficiencies that must be corrected before the application can be processed further.

SECTION 2: Reimbursement of Eligible Costs. Should the Developer comply with all the obligations in Section 1 and elsewhere in this Agreement in all material respects, the City agrees to reimburse the Developer for certain Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project as may be allowable in accordance with the TIF Act.

“Eligible Redevelopment Project Costs” shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City’s reasonable discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

PROJECT COSTS ESTIMATES		
Work Item Description	Estimated Total Cost	Estimated Eligible Redevelopment Project Cost
Demolition	\$25,000	\$25,000
Construction of New Building	\$800,000	\$0
Infrastructure & Electrical Service	\$60,000	\$60,000
Architectural & Engineering	\$60,000	\$60,000
Site Preparation & Site Improvements	\$105,000	\$105,000
Clearing & Grading of Land	\$20,000	\$20,000
Infrastructure/Parking Lot	\$30,000	\$30,000
TOTAL	\$1,100,000	\$300,000

It shall be the obligation and responsibility of the Developer to retain, produce, and submit to the City any and all TIF Eligible Redevelopment Project Costs which are incurred during the performance of the Redevelopment Project which they will be seeking reimbursement for in accordance with the Agreement.

SECTION 3: Structure of Incentives and Developer Reimbursement Payments.

In accordance with this agreement, developer reimbursement payments will be based on the Net TIF Revenues generated by the Property where the Redevelopment Project is located. For the purposes of this agreement, the portion of Net TIF Revenues which the Developer is eligible to be reimbursed by the City shall be deemed the “Developer’s Share”, and shall be available during the Agreement Term, or until the Reimbursement Limit is reached.

“Net TIF Revenues” shall be the ad valorem taxes received by the City, after a deduction of any payment obligations to other taxing bodies, if any, arising from the tax levies upon the Property by any and all taxing districts or municipal corporations having the power to tax real property in the TIF District, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF District related to the Redevelopment Project which are over and above the equalized assessed value of the Property as designated at the adoption of the TIF District (the “Base TIF Value”), all as determined by the County Clerk of the County of Douglas, Illinois, in accordance with Section 11-74.4-8 of the TIF Act.

The “**Developer’s Share**” shall be equal to **seventy-five percent (75%)** of the Net TIF Revenues.

The “**Agreement Term**” shall be that period of time beginning with the first year after completion and full assessment of the Redevelopment Project and ending upon the

expiration or termination of the natural life of the TIF District. The Agreement Term shall not include any period of extension which extends the life of the TIF District past the original 23-year period.

The **"Reimbursement Limit"** shall be the amount equal to **one-hundred percent (100%)** of the TIF Eligible Redevelopment Project Costs verified to have been incurred by the Developer pursuant to the completion of the Redevelopment Project as determined in the reasonable discretion of the City.

Assuming that the first year of full assessment of the completed Redevelopment Project is tax year 2026, the first payment of the Developer's Share will be calculated based on the TIF Revenues assessed to the Property during 2026 and payable in 2027, with the final payment being issued based on TIF Revenues assessed during 2047 and payable in 2048, or until the Reimbursement Limit has been reached, whichever comes first. All estimated available payments are outlined in the payment schedule below:

ESTIMATED SCHEDULE OF AVAILABLE PAYMENTS			
PAYMENT #	YEAR ASSESSED	YEAR COLLECTED	DEVELOPER'S SHARE OF NET TIF REVENUES
1	2026	2027	75%
2	2027	2028	75%
3	2028	2029	75%
4	2029	2030	75%
5	2030	2031	75%
6	2031	2032	75%
7	2032	2033	75%
8	2033	2034	75%
9	2034	2035	75%
10	2035	2036	75%
11	2036	2037	75%
12	2037	2038	75%
13	2038	2039	75%
14	2039	2040	75%
15	2040	2041	75%
16	2041	2042	75%
17	2042	2043	75%
18	2043	2044	75%
19	2044	2045	75%
20	2045	2046	75%
21	2046	2047	75%
22	2047	2048	75%
END OF ELIGIBLE REIMBURSEMENT PAYMENT PERIOD			

This schedule is subject to change and is dependent upon the first year of full assessment of the Redevelopment Project.

SECTION 4: Requests for Payment. Prior to disbursement of any payment from the City to the Developer pursuant to this Agreement, the Developer agrees to submit Requests for Payment in substantially the same form as set forth in Exhibit 1 ("Request for Payment" or "Reimbursement Request Form"). All Requests for Payment shall be submitted to the City on or before December 31st of any given year during the Agreement Term in order to be eligible to receive payment of the Developer's Share for taxes payable during that year. All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all real estate property taxes attributable to the Property are paid in full to date. Payment of the Developer's Share will be forfeited for any year in which appropriate Requests for Payment, including all applicable documents and proof of payment, are not supplied to the City by December 31st. Forfeited payments will not count towards the applicable Reimbursement Limit, and will not be recoverable in future years. The acquisition, production, and submission of all necessary documents and information required to effectuate payment of the Developer's Share will be the sole responsibility of the Developer.

SECTION 5: Approval of Requests. The City shall approve or deny any Requests for Payment within thirty (30) days of the submittal thereof. If the City denies any Request for Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer with a reasonable opportunity to clarify or correct the Request without penalty.

SECTION 6: Disbursement of Payment. Within sixty (60) days of the City's approval of any Request for Payment, the City shall pay the Developer for such approved Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District. The City agrees that payment of the Developer's Share shall not be unreasonably withheld or delayed. If any Request is not paid in full in any calendar year due to any of the limitations specified for Reimbursement Limit hereof, the entire amount of any Request remaining to be paid shall accrue and, subject to and in accordance with the payment procedures set forth in this Agreement, shall be paid as a part of any applicable annual Request in the next or any succeeding calendar year at the time of payment.

SECTION 7: Payment Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District and from no other source. This Agreement does not compel the City's General Fund, or any

other source of funds, to provide monies for any payment or obligation identified herein. The "Special Allocation Fund" shall be the fund or account set up by the City specifically to deposit monies collected pursuant to the TIF Act for the TIF District.

SECTION 8: INTENTIONALLY OMITTED.

SECTION 9: Default and Remedies The Developer agrees that if any of the following events occur after the date of execution of this Agreement and until the expiration of the Agreement Term, the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer pursuant to this Agreement:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project after written notice and expiration of 30 day's opportunity to cure.
- c) Any buildings constructed or redeveloped pursuant to the Redevelopment Project are determined to have been destroyed, condemned, abandoned, unfit for occupation, or otherwise unusable for public or private purposes, and are not restored in a timely manner.
- d) The building(s) or Property becomes vacant, or is not being used for commercial or any other allowable or otherwise approved purpose as authorized by the City, and continues as such for a period of at least 60 days of written notice from the City of such determination.
- e) The Property is sold, or ownership is transferred without the written approval of the City in violation of the terms of this Agreement.
- f) The Developer is found to have not maintained proper insurance as may be required by any federal, state, or local regulations or requirements.
- g) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- h) Intentionally left blank.
- i) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due.

As a result of any of the foregoing defaults, and failure to provide or enact a timely cure, the Developer shall be liable to return to the City the amount equal to 100% of any payments

made by the City to the Developer pursuant to this agreement.

Upon the occurrence of a default or a breach which results in either party to undertaking any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

The City reserves the right to pursue recovery of any and all payments made to the Developer pursuant to this Agreement at their own discretion after material default by Developer. Request for repayment will be required to be made in writing to the Developer and is not automatically triggered by the above-mentioned events.

SECTION 10: INTENTIONALLY OMITTED.

SECTION 11: Liability of the City. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a default or breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

SECTION 12: City Not Liable for Damages. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any default or breach under this Agreement; provided that nothing in this Section 12 shall limit otherwise permissible claims by the Developer against the City or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a breach of this Agreement by the City.

SECTION 13: Hold Harmless of the City. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys'

fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

SECTION 14: Provision Enforceability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

SECTION 15: Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer, directly, any of its rights and obligations under this Agreement without the prior written consent of the City except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer only if the Property is being conveyed at the same time to the same assignee, may be made without the prior written consent of the City. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Notwithstanding anything contained in this Agreement to the contrary, Developer may sell, assign or otherwise transfer the Property combined with all Developer's rights and obligations under this Agreement but only to a transferee with equal or superior financial condition of Developer and with at least thirty (30) days prior notice in writing to the City with details of the name and financial condition of assignee. Whenever a transfer of ownership of the Property along with all of Developer's rights and obligations under this Agreement occurs, the obligations of the transferor for performance of obligations of this Agreement shall terminate upon transferee's written assumption of the burdens and obligations under this Agreement. Any transferee shall automatically assume and be bound by the burdens and obligations under this Agreement.

SECTION 16: No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

SECTION 17: Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Developer to proceed with construction of the Redevelopment Project or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; pandemic or epidemic; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer or the City in bad faith, shall not act to delay any payment obligation under this Agreement, and further provided that the party seeking an extension notifies the other party.

SECTION 18: Entire Agreement and Amendments. The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and that no other such agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

"CITY"

CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS

(SEAL)

By: _____ Date: _____
Cassandra Eversole-Gunter, Mayor

"DEVELOPER"

TRI-CITY COUNTRY CLUB OF VILLA GROVE

By: _____ Date: _____

Name: _____

Title: _____

APPENDIX A PROJECT LOCATION

Douglas County PIN(s):	TBD
Site Address:	TBD
Legal Description:	TBD

Project Location Map:

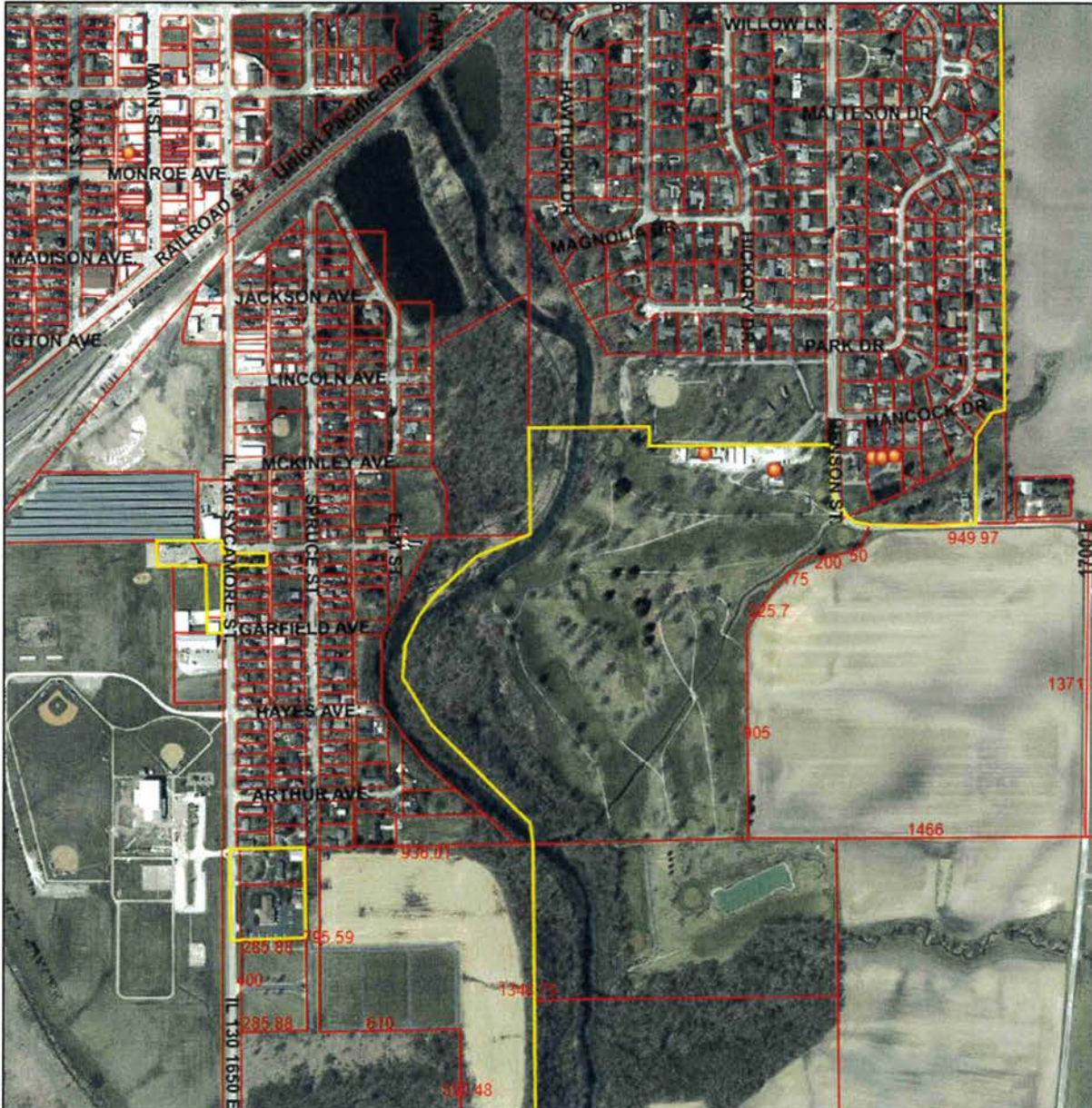


EXHIBIT 1
REQUEST FOR REIMBURSEMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

REQUEST FOR REIMBURSEMENT PAYMENT FORM

TO: City of Villa Grove
Attn: TIF Administrator
120 N. Main Street
Villa Grove, Illinois, 61956

You are hereby requested and directed to make payment from the TIF #2 Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Date of Request: _____ Tax Year: _____ Pay _____

Property PIN: _____ Payment Requested: \$ _____

With this request I am including (check one):

☐ No new or additional project costs

☐ The following new/additional project costs

Itemize submitted costs below, and include evidence identified by reference #

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>	<u>Reference #</u>
<u>TOTAL COSTS SUBMITTED:</u>			

***Please attach additional pages, spreadsheets, and other documents as necessary**

****All listed costs must be supported with proof of payment**

ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION FORM

REQUEST FOR REIMBURSEMENT CERTIFICATION FORM

The undersigned, on behalf and with the permission of the Developer, hereby states and certifies to the City that:

1. Each item listed herein was incurred in connection with the performance of the Redevelopment Project.
2. All real estate taxes attributable to the Property have been paid in full, **proof of which is attached.**
3. These Redevelopment Project Costs have been incurred and paid by the Developer and are payable or reimbursable under the Redevelopment Agreement, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.
7. The information and documents provided with this request are true and accurate, and if any of the information or documents provided are determined to be fraudulent, intentionally inaccurate or misleading, this request shall be immediately denied, and the requested payment will become immediately forfeit, and the Developer may be subject to any penalties as may be available under law.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF VILLA GROVE, ILLINOIS

Date: _____

Approved Payment Amount: \$ _____

Approved By: _____