

**Ordinance No. 2016-07-4**

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS  
AND CHRISTINA JACOBS *d/b/a* TINA'S ICE CREAM & RIVERVIEW ANTIQUES**

**WHEREAS**, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended, the Mayor and City Council (collectively, the “*Corporate Authorities*”) of the City of Mount Carroll, Carroll County, Illinois (the “*City*”), pursuant to Ordinance Nos. 2005-6-1, 2005-6-2, and 2005-6-3, respectively, adopted by the Corporate Authorities on June 13, 2005, approved a redevelopment plan and project (the “*Redevelopment Plan*”), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Downtown and South City Redevelopment Project Area (the “*Redevelopment Project Area*”); and, adopted tax increment financing for the Redevelopment Project Area; and,

**WHEREAS**, the existence of the blighting factors in the Redevelopment Project Area, as described in the Redevelopment Plan, and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping, and revitalizing the Redevelopment Project Area, which has, in turn, prevented the development, construction or expansion of commercial enterprises within the Redevelopment Project Area; and,

**WHEREAS**, Christina Jacobs *d/b/a* Tina’s Ice Cream & Riverview Antiques (the “*Developer*”) has submitted a proposal to acquire the property commonly known as 409 N. Main Street, Mount Carroll, Illinois, 61053, which property is located within the Redevelopment Project Area, and is identified by permanent index numbers 05-08-01-202-004 (the “*Subject Property*”) and to undertake the renovation and make certain improvements to the Subject

Property in order to operate an ice cream shop and antique store thereby creating a tourist attraction (the “*Project*”); and,

**WHEREAS**, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City, and the health, safety, and welfare of the residents of the City, for the City to reimburse the Developer for certain eligible redevelopment project costs; and,

**WHEREAS**, the Corporate Authorities have determined that the Project to be undertaken by the Developer will be in furtherance of the Redevelopment Plan, thereby providing economic development and commercial business opportunities within the City, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

**NOW, THEREFORE, BE IT ORDIANED** by the Mayor and City Council of the City of Mount Carroll, Carroll County, Illinois that the Redevelopment Agreement by and between the City of Mount Carroll, Carroll County, Illinois and Christina Jacobs d/b/a Tina’s Ice Cream & Riverview Antiques, as attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and to undertake any and all actions as may be required to implement its terms.

This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

**PASSED** this 26<sup>th</sup> day of July, 2016.

**APPROVED:**

  
\_\_\_\_\_  
Mayor

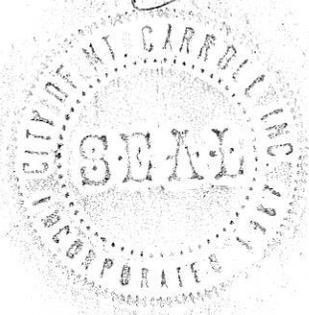
AYES: 5

NAYS: 0

ABSENT: 1

Attest:

John A. Keller  
City Clerk



**REDEVELOPMENT AGREEMENT**  
*by and between*  
**THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS**  
*and*  
**CHRISTINA JACOBS d/b/a TINA'S ICE CREAM & RIVERVIEW ANTIQUES**

**THIS REDEVELOPMENT AGREEMENT** (the "*Agreement*") is entered into this 26<sup>th</sup> day of July, 2016, by and between the City of Mount Carroll, Carroll County, an Illinois municipal corporation (the "*City*") and Christina Jacobs of Mount Carroll, Illinois (the "*Developer*") d/b/a Tina's Ice Cream & Riverview Antiques.

**PREAMBLES**

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the Mayor and City Council of the City (collectively, the "*Corporate Authorities*") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as "blighted" as defined in the TIF Act; and,

**WHEREAS**, pursuant to its powers and in accordance with the requirements of the TIF Act, on June 13, 2005, the Corporate Authorities, by Ordinance No. 2005-6-1, approved a redevelopment plan and project (the "*Redevelopment Plan*"), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; by Ordinance No. 2005-6-2, designated a redevelopment project area known as the Downtown and South City Redevelopment Project Area (the "*Redevelopment Project Area*"); and, by Ordinance No. 2005-6-3, adopted tax increment financing for the Redevelopment Project Area; and,

**WHEREAS**, the Corporate Authorities determined that the blighting factors in the Redevelopment Project Area, as described in the Redevelopment Plan, are detrimental to the public and impair development and growth in the Redevelopment Project Area; and,

**WHEREAS**, these blighting factors will continue to impair growth and development, but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 3(a) of this Agreement), which necessarily must be incurred for the redevelopment of the Redevelopment Project Area; and,

**WHEREAS**, the existence of blighting factors in the Redevelopment Project Area and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping, and revitalizing the Redevelopment Project Area, which has, in turn, prevented the development, construction or expansion of commercial enterprises within the Redevelopment Project Area; and,

**WHEREAS**, the Developer proposes to acquire the property commonly known as 409 N. Main Street, Mount Carroll, Illinois, 61053, which property is located within the Redevelopment Project Area, and is identified by permanent index numbers 05-08-01-202-004 (the “*Subject Property*”) and to undertake the renovation and make certain improvements to the Subject Property in order to operate an ice cream shop and antique store thereby creating a tourist attraction (the “*Project*”); and,

**WHEREAS**, pursuant to the TIF Act, the City is authorized to incur Redevelopment Project Costs (as hereinafter defined) and to make and enter into all contracts necessary or incidental to the implementation and furtherance of its Redevelopment Plan; and,

**WHEREAS**, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interest of the City and the health, safety, morals and welfare of the residents of the City, that, the City reimburse the Developer for certain eligible Redevelopment Project Costs in an aggregate amount not to exceed \$25,000.00; and,

**WHEREAS**, the Corporate Authorities have determined that the undertaking of the Project by the Developer, pursuant to this Agreement, is in the best interest of the City and promotes the health, safety, morals, and welfare of its residents, and will be in furtherance of the Redevelopment Plan, thereby providing economic development and commercial business opportunities within the City; enhance the tax base of the City and other taxing districts, and add to the welfare and prosperity of the City and its inhabitants.

**NOW, THEREFORE**, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

***Section 1. Incorporation of Recitals.***

The parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

***Section 2. Project.***

(a) The Project shall consist of the acquisition, rehabilitation, and renovation of the Subject Property for the purpose of operating an ice cream shop and antiques store for an approximate cost of \$102,500.00.

(b) The Developer covenants and agrees to complete the Project in accordance with all applicable codes and laws of the City on or before December 31, 2017.

(c) The Developer covenants and agrees to operate Tina's Ice Cream & Riverview Antiques throughout the term of this Agreement without interruption unless required for repair or remodeling but in no event for a period longer than seven (7) consecutive days.

***Section 3. Construction of Developer Improvements; Developer Payments.***

(a) In consideration for undertaking the construction and completion of the Project by the Developer, so long as no event described in Section 17 of this Agreement shall have occurred and be continuing, upon completion of the Project, the City shall reimburse the Developer for the Redevelopment Project Costs incurred by the Developer in respect to the Project as set forth in *Exhibit B* (the “Schedule of *Eligible Redevelopment Project Costs*”) in accordance with the provisions of Section 4 and subject to the limitations of the TIF Act and this Agreement in an amount not to exceed \$25,000.00. For purposes of this Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act.

(b) In connection with the establishment and ongoing administration of the Redevelopment Project Area, the City has established a special tax allocation fund pursuant to the requirements of the TIF Act (the “*Special Tax Allocation Fund*” or the “*STAF*”), into which the City shall deposit all Incremental Taxes, as defined below, generated by the Redevelopment Project Area, including the Subject Property. On December 1 of each year (or, if later, the date which is ten (10) days following the date upon which the City receives Incremental Taxes from the second installment from Carroll County and after the Developer has submitted the Request for Reimbursement, pursuant to Section 4(b)), the City shall, in accordance with the procedures set for in Section 4 hereof, annually reimburse the Developer Two Thousand Eighty-Three Dollars and Thirty-Three Cents (\$2,083.33) for Redevelopment Project Costs commencing December 1, 2017 with a final payment of Two Thousand Eighty-Three Dollars and Thirty-Seven Cents (\$2,083.37) on December 1, 2029.

THE CITY’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL

TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Redevelopment Project Area and its improvements, which is attributable to the increase in the equalized assessed value of the Redevelopment Project Area and its improvements over the initial equalized assessed value of the Redevelopment Project Area.

***Section 4. Procedures for and Application of Reimbursement to the Developer.***

(a) The Developer shall advance all funds and all costs necessary to: (i) acquire the Subject Property and construct the Project; and, (ii) undertake other matters eligible for reimbursement pursuant to this Agreement in connection with the foregoing.

(b) To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall have completed the Project and have submitted to the City a written statement in the form attached to this Agreement as *Exhibit C* (a "Request for Reimbursement") setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought. Said Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City or its designee shall reasonably require evidencing the right of the Developer to reimbursement under this Agreement. The Mayor or his or her designee shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove of such Request and, if disapproved, to provide the Developer in writing and in detail with an explanation as to why it is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that

such expenditure is not an eligible Redevelopment Project Cost under the TIF Act, that it is not listed on *Exhibit B*, or that the Project was not completed by Developer in accordance with all City Code requirements and the provisions of this Agreement, including, without limitation, all plans and specifications for the Project submitted to and approved by the City. The Developer has the right to reallocate the Redevelopment Project Costs as listed on *Exhibit B*, so long as the maximum amount to be reimbursed does not exceed Twenty-Five Thousand Dollars (\$25,000.00). The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations of such Act rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

(c) The Developer covenants and agrees to pay all taxes when due to the City, State of Illinois, federal government, and/or any taxing districts having the Subject Property within their jurisdiction.

(d) Notwithstanding the foregoing, if money is not available in the Special Tax Allocation Fund to reimburse the Developer for Redevelopment Project Costs and the reason therefor is that the Developer or their successors in interest have not paid real estate taxes for the Subject Property when due and owing, the City shall not be required to make reimbursement payments to the Developer until all real estate taxes and any interest and penalty assessed thereon are paid in full.

***Section 5. Term.***

Unless earlier terminated pursuant to Section 17 of this Agreement, the term of this Agreement shall commence on December 1, 2017 and end at the earlier of: (i) reimbursement to the Developer of \$25,000.00; or, (ii) December 1, 2029 (the "*Termination Date*").

***Section 6. Verification of Tax Increment.***

The Developer shall use her best efforts to cooperate with the City in obtaining certified copies of all real estate tax bills for the Subject Property during the term of this Agreement.

***Section 7. No Liability of City to Others for Developer's Expenses.***

The City shall have no obligations to pay any costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Subject Property.

***Section 8. Time; Force Majeure.***

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party 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, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party other than issuance of permits ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall

investigate same and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

***Section 9. Assignment.***

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

***Section 10. Developer Indemnification.***

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, agent or employee (so long as such contractor, agent or employee is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, agent or employee (so long as such contractor, agent or employee is hired by the Developer). The Developer shall, at her own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at their own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no

obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

***Section 11. 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 or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

***Section 12. 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.

***Section 13. 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 the date of actual delivery, if delivered personally, or 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, addressed as follows:

*To the Developer:*

Christina Jacobs  
409 N. Main St.  
Mount Carroll, Illinois 61053

*To the City:* City of Mount Carroll  
302 North Main Street  
Mount Carroll, Illinois 61053

*With a copy to :* Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd.  
Suite 964  
Chicago, Illinois 60604

***Section 14. Successors in Interest.***

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

***Section 15. 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 a relationship of a partnership, agency, or joint venture between or among such parties.

***Section 16. No Discrimination and Prevailing Wage Act Compliance***

(a) *No Discrimination.* The Developer, for herself and her successors and assigns, agrees that with respect to the Project, it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places,

available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause.

(b) *Prevailing Wage Act.*

1. The Developer, her contractors and subcontractors shall be responsible to determine if the Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (the “Act”)(820 ILCS 130/0.01 *et. seq.*) requiring it to pay workers performing services on this Project no less than the “prevailing rate of wages” in the county where the work is performed. For information regarding applicability of the Act contact your attorney or the Illinois Department of Labor (the “IDOL”). For the current prevailing wage rates, contact the City or see the listing of rates at [www.state.il.us/agency/idol/rates/rates](http://www.state.il.us/agency/idol/rates/rates). The IDOL makes the final determination of whether this Project is subject to the Act.

2. The Developer agrees to indemnify and hold harmless the municipality, its agents, officers and employees as provided for in this Redevelopment Agreement for any violation by the Developer or her contractors and subcontractors’ failure to comply with any provision of the Act.

***Section 17. Remedies – Liability.***

(a) If, in the City’s judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer’ part to fulfill her obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such

time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill her obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, or if the Developer is in default under any agreement for the assembly of land for the Project, or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of her creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under federal bankruptcy laws.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not

exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of their rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time

or different times, of any other rights or remedies for the same default or for any other default by the other party.

**Section 18. Amendment.**

This Agreement, and any exhibits attached to this Agreement, may be amended only in writing signed by all parties with the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

**Section 19. Counterparts.**

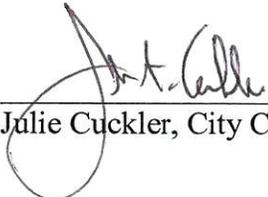
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Mount Carroll, Illinois.

City of Mount Carroll,  
an Illinois municipal corporation

By:   
\_\_\_\_\_  
Carl Bates, Mayor

Attest:

  
\_\_\_\_\_  
Julie Cuckler, City Clerk

  
Christina Jacobs

*Exhibit A*

***Legal Description of Subject Property***

The west 61' of Lot 10 and the north 113' of subplot 11 of Block 3  
of the Old Town, now City, of Mount Carroll, Carroll County, Illinois.

409 N. Main Street  
Mount Carroll, IL 61053

Property Index Number: 05-08-01-202-004

*Exhibit B*

***Schedule of Eligible Redevelopment Project Costs***

Building acquisition	\$75,000
Rehabilitation and renovation projects:	
Add HVAC to second floor of building	\$8,000
Update electrical on second floor & basement	\$6,000
Add proper drainage materials to exterior of building (Gutters, drain tile and landscape)	\$3,500
Repair roof on the north side	\$10,000
	<hr/>
Total	\$102,500

*Exhibit C*

REQUEST FOR REIMBURSEMENT

City of Mount Carroll  
302 N. Main Street  
Mount Carroll, Illinois 61053

**Re: Redevelopment Agreement, dated July 26, 2016 (the "Agreement"), by and between the City of Mount Carroll, an Illinois municipal corporation and Christina Jacobs (the "Developer")**

Dear Sir:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Amount to be disbursed: \$2,083.33 annually for 11 years, 12th payment at \$2,083.37
2. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs of the Project detailed in Schedule 1 attached to this Request for Reimbursement.
3. The undersigned certifies that:
  - (i) the amounts included in number one (1) were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
  - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
  - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Eligible Project Redevelopment Project Costs Schedule (Exhibit B), have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer' books, and are set forth on the attached Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
  - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for her funds actually advanced for Redevelopment Project Costs;
  - (v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Section 3 of the

Agreement, does not exceed the lesser of twenty-five percent (25%) of the total costs of the Project or \$25,000 ; and  
(vi) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of her obligations under the Redevelopment Agreement.

4. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested.

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

\_\_\_\_\_  
Christina Jacobs

APPROVED:

CITY OF MOUNT CARROLL,  
an Illinois municipal corporation

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

By: \_\_\_\_\_