

RESOLUTION NO. 18-11

RESOLUTION REGARDING WRUBCO DEVELOPMENT, LLC FOR REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE VILLAGE OF DUPO, ILLINOIS

WHEREAS, the Village of Dupo, St. Clair County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and,

WHEREAS, the Village is authorized to take certain actions pertaining to development and redevelopment activities within the Village; and,

WHEREAS, the Village desires to redevelop and improve property within the established Tax Increment Financing Redevelopment Project Area #1 ("TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 *et. seq.* ("TIF Act"); and,

WHEREAS, the Village will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project ("TIF Plan") for the Village of Dupo's TIF District #1; and,

WHEREAS, WRUBCO Development, LLC, ("the Developer") has submitted a proposal requesting consideration by the Village Board of the Village of Dupo for the use of TIF Funds to support a redevelopment project for certain property within the Village of Dupo's TIF #1; and,

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

WHEREAS, the Village has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Village Mayor and Village Board of Dupo, Illinois, as follows:

Section 1: The foregoing facts and statements contained in the above recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth herein.

Section 2: The Mayor, on behalf of the Village is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with Developer, attached hereto as **Exhibit "A"** and made a part hereof.

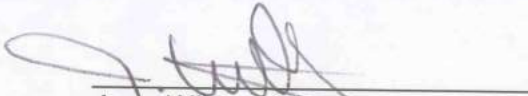
Section 3: The Mayor, on behalf of the Village is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

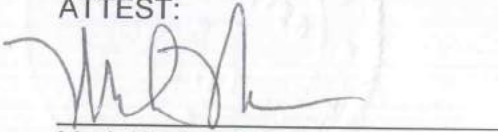
Section 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 19th day of March, 2018 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	—	—	—
Ben Kenner	X	—	—	—
James Smith	X	—	—	—
Joe Basinski	X	—	—	—
Ken Phillips	X	—	—	—
Kerry Foster	X	—	—	—

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 19th day of March, 2018.


Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:

Mark Nadler, Village Clerk

(SEAL)

WRUBCO DEVELOPMENT, LLC
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (hereinafter referred to as "Agreement") is made and entered into as of _____, 2018, by and between the Village of Dupo, Illinois, an Illinois municipal corporation (the "Village"), and Wrubco Development, LLC (the "Developer").

RECITALS

- A. On December 18, 2000, in accordance with the TIF Act, the Village of Dupo approved ordinances adopting tax increment financing and the Dupo Tax Increment Financing Plan and Project #1.
- B. The Developer has submitted a Redevelopment Proposal to the Village for a project which could not or would not be undertaken without the use of tax increment financing assistance.
- C. The Village Board, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the Village, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)" a fee to be paid by the Developer to the Village for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. The Administration Fee will be an annual payment of **10%** of the Developer's Share approved by the Village for reimbursement during each year, **not to exceed a total of \$500.00**. The Administration Fee may be deducted from the Developer's Share until a time at which the total Administration Fee has been paid in full.

"Agreement Term": The period of time in which this Agreement is in full force and effect. For this Agreement, that period of time will begin upon the date of execution of this Agreement, that date being _____, 2018, and continuing until the date of December 18, 2023.

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect

common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“Commencement Date” means the commencement of payments by the Village; that date in no event to be earlier than January 1, 2019.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the Village in accordance with this Agreement.

“Developer”: Wrubco Development, LLC

“Developer’s Portion of the Redevelopment Project”: The work that is to be undertaken by the Developer as described in Section 2.1 of this Agreement; all to be used for activities in accordance with the Redevelopment Plan.

“Developer’s Share”: Means, the amount of money which the Developer will be eligible to receive from the Village on an annual basis, payable from the Dupo TIF #1 Special Allocation Fund. For the purposes of this agreement the Developer’s Share is equal **60% of the net TIF Revenues generated by the property during the Agreement Term and collected by the Village annually, up to a maximum amount of \$300,000, or a total of the eligible costs as determined by the Village in the Village’s sole discretion, whichever is less.** Monies are to be paid from the Special Allocation Fund, Dupo Tax Increment Financing Project Area #1.

“Eligible Redevelopment Projects Costs”: Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) (3) as determined by the Village.

“Property”: That property to be used by Developer as more generally defined as being located at approximately 371, 390, 350 & 250 Transpoint Drive, Dupo, Illinois 62239 and described more fully in **Appendix A – Project Location.** (Actual addresses subject to change).

“Redevelopment Area”: A certain area of the Village of Dupo known as the “Dupo Tax Increment Financing Area #1”.

“Redevelopment Plan”: A plan entitled “Dupo Tax Increment Financing Redevelopment Plan” which was approved on December 18, 2000, and as from time to time amended.

“Redevelopment Project”: Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Special Allocation Fund": The Special Allocation Fund, Dupo Tax Increment Financing Project Area #1.

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, 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 Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Dupo Tax Increment Financing Project Area #1) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of St. Clair, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Village": The Village of Dupo, St. Clair County, Illinois, a statutory Village of St. Clair County, and a political subdivision of the State of Illinois.

"Village Board": The Village Board of the Village of Dupo, Illinois.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1 below, including all necessary infrastructure, utility, and storm water improvements needed to support any development occurring on the Property; all to be used for activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the Village for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the Village's Zoning Ordinances, such applications may contain such non-conformance or variance to the

extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The Village and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.: Wrubco Development, LLC owns 4 individual properties along Transpoint Drive and will be acting as master developer/general contractor on the construction of at least 1 new 3-unit, 21,250 square foot building with the potential for the construction of 3 additional buildings of approximately the same specifications. The buildings will be comprised of 2 units of office space at 8,500 square foot each, and 1 unit of warehouse space at 4,250 square feet. The buildings are fit to suit each individual entity who will occupy the property so the actual building designs and make-up, although similar, will be unique to each site. The project also includes all the infrastructure improvements needed to support such a development including any and all stormwater improvements that might impact this or any adjacent sites in the Village of Dupo; all to be used for activities in accordance with the Redevelopment Plan.

- a) The Developer agrees to begin construction on the project on or before August 1, 2018 and complete the project within 365 days of the execution of this agreement. If deemed necessary, extensions to this deadline may be granted with written approval from the Village.
- b) The Developer agrees to provide any and all stormwater improvements, including but not limited to drainage ditches, retention areas, and detention areas, as the Village's engineer deems reasonably necessary, and as required by State or Federal law. The Developer agrees to provide the Village with all engineered stormwater improvement plans for the Redevelopment Project for the Village's engineer's review, consideration, and approval. Further, the Developer agrees to develop the Redevelopment Project in strict accordance with said plans and implement all stormwater improvements as required by the Village's approved stormwater improvement plans for the Redevelopment Project.

2.2 Village Undertaking. The Village agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The Village hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the Village, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The Village agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the Village's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable Village ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of Redevelopment Project Costs

5.1 Requests for Payment of Redevelopment Project Costs The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 1 - Request for Payment of Redevelopment Project Costs**. All Requests 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 and to date and that all sales tax owed to the Village of Dupon paid in full.

5.2 Village's Determination of Payment of Redevelopment Project Costs The

Village shall approve or disapprove any Request within 30 days of the submittal thereof. If the Village disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of Redevelopment Project Costs Within 30 days of approval of any Request, the Village shall pay the Developer for such approved Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$300,000.00 in payments from the Special Allocation Fund or a total of all Eligible Redevelopment Project Costs, whichever is less; (iii) the payment time period described in the "Developer's Share" expires; (iv) the date the Dupo Tax Increment Financing Area #1 expires.

In the event the Developer defaults on the obligations and/or the building becomes vacant within 5 years from the signing of this Agreement, the Developer shall return to the Village a sum of 20% of the total amount of increment granted from the Village to the Developer for every year of the first five years of this Agreement in which obligations are not met. If a default occurs within one (1) year of the signing of this Agreement, the Developer will return 100% to the Village. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the Village. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the Village. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the Village. If a default occurs between four (4) years and five (5) years from the signing of this Agreement, the Developer will return 20% to the Village.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the Village to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) (3) as determined by the Village. The Developer shall, at the Village's request, provide (a) itemized invoices, receipts or other information, if any, requested by the Village to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 Village's Obligations Limited to Special Allocation Fund Notwithstanding any other term or provision of this Agreement, the Village's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$300,000.00 should the Work be completed. This agreement does not compel the Village's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices Any notice, demand, or other communication required by this Agreement to be

given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally to:

In the case of the Developer, to:

Joe Wrubel
7 Executive Estates Drive
Millstadt, Illinois, 62260

In the case of the Village, to:

The Honorable Jerry Wilson
Village Hall
100 N 2nd St.
Dupo, Illinois 62239

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the Village Board or any branch of government of the Village who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the Village now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the Village Board the nature of such interest and seek a determination with respect to such interest by the Village Board and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

- (a) Developer covenants and agrees that the Village and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.
- (b) The Village and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property Work due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.
- (c) All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.
- (d) No official, employee, agent or representative of the Village shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.
- (e) Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the Village adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.
- (f) The Developer agrees to indemnify and hold the Village, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorneys fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the Village's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and

construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the Village's expenses, attorney's fees, and costs and the Village may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the Village to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the Village.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the Village The Village represents and warrants that:

(a) Organization and Authority The Village (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Village has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Village is a party of by which it is bound or the Village's charter, or any of the rules or regulations applicable to the Village.

13. Representations of the Developer The Developer represents and warrants that:

(a) Organization and Authority The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by Village in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the

rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation Except with regard to those matters which counsel to the Village and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the Village and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

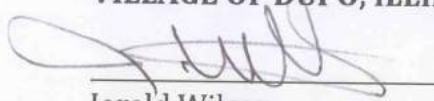
(d) Full Disclosure There is no fact which the Developer has not disclosed to the Village in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection The Developer shall allow authorized representatives of the Village access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
16. Entire Agreement; Amendment The parties agree that this Agreement constitutes the entire agreement between the parties and that no other 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.
17. Entire Agreement; Termination The Village shall retain the right to terminate this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$300,000.00, or a total of the Eligible Redevelopment Project Costs, whichever is less, in payments from the Sub account; (ii) the date the Dupo Tax Increment Financing Area #1 is terminated; (iii) the Village determines that the Developer has not complied with the time lines indicated in Section 2.1 of this agreement for the start or completion of the Redevelopment Project.

18. Prevailing Wage The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.
19. Severability 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.
20. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the Village. The Village shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the Village under this Agreement unless the specific consent of the Village to release the Developer's obligations is first obtained in writing.

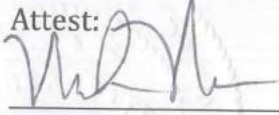
IN WITNESS WHEREOF, the Village and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

VILLAGE OF DUPO, ILLINOIS



Jerald Wilson
Village President/Mayor

4/2/2018
Date

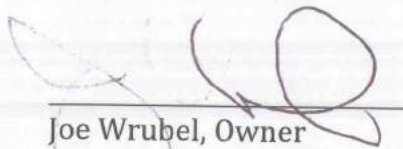
Attest:


Mark Nadler, Village Clerk

4/2/2018
Date

(SEAL)

WRUBCO DEVELOPMENT, LLC



Joe Wrubel, Owner

4/2/2018
Date

APPENDIX A

PROJECT LOCATION

Approximate Project Address: Transpoint Drive, Dupon, IL 62239

Parcel Number: 06-21.0-221-015
 06-15.0-305-048
 06-16.0-408-014
 06-16.0-408-013

Preliminary Site-Layout Overlay:



EXHIBIT 1

REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS

Request for Payment of Redevelopment Project Costs

TO: Village President
Village Hall
100 N 2nd St.
Dupo, Illinois 62239

You are hereby requested and directed as per the Redevelopment Agreement dated as of _____, 20____, between you and _____ (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

Payee Amount

Description of Redevelopment Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement dated as of _____, 20____, between the Village and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the Village that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project, with proof of payment (receipts/invoices/check copies) attached to this request.
2. All real estate and sales taxes attributable to the Property have been paid in full, proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.

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 Village.
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 requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. 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.

Dated this ___ day of _____, 20___

Wrubco Development, LLC

By: _____

Title(s) _____

Approved for Payment:

VILLAGE OF DUPO, ILLINOIS

By: _____

Title: _____

EXHIBIT 2 – EXAMPLE PAYMENT SCHEDULE

The following example payment schedule assumes that the project is completed in 2018, with the first year of full assessment occurring in 2019.

The Village is allowed + 90 days from the end of the year during which TIF Revenues for a certain tax year are collected into the TIF Fund to disburse payment of the Developer's Share.

Due to the uncertain date that taxes owed to the TIF Fund are actually collected and deposited into the TIF Fund by the Village, TIF Revenues which should be collected in any given year may not be reimbursed back to the Developer until the following year.

TAX YEAR	YEAR ASSESSED	YEAR COLLECTED	YEAR REIMBURSEMENT DISBURSED
2018	2018	2019	2019/2020
2019	2019	2020	2020/2021
2020	2020	2021	2021/2022
2021	2021	2022	2022/2023
2022	2022	2023	2023/2024
2023	2023	2024	2024/2025