

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 24-02-01-30

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS

5th Day of February, 2024

PRESENTED: **February 5, 2024**

PASSED: **February 5, 2024**

APPROVED: **February 5, 2024**

RECORDED: **February 5, 2024**

PUBLISHED: **February 5, 2024**

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 1

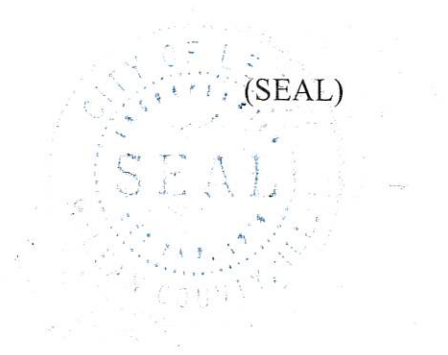
Abstain 1

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.



Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: **February 5, 2024**



Ordinance No. 24-02-01-30

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC**

WHEREAS, the City of Le Roy, McLean County, Illinois (the “*City*”), is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”), pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1 *et seq.*, as from time to time amended (the “*BDD Act*”) are empowered to undertake the development and redevelopment of business districts within its municipal limits which are in need of revitalization and to impose a retailer’s occupation tax and service occupation tax in an amount not to exceed one percent (1%) (“*BD Tax*”) if such districts are deemed to be “blighted,” as defined in the BDD Act; and

WHEREAS, on April 16, 2020, the Corporate Authorities after public hearings, passed Ordinance No. 20-03-03-30 designating the City of Le Roy Business District (the “*BD District*”) and imposed a retailers’ occupation tax and a service occupation tax in the amount of one percent (1%) (“*BDD Taxes*”) on all commercial operations within the BD District to pay costs incurred in connection with the planning, execution and implementation of the City of Le Roy Business District Redevelopment Plan and Project (the “*BD Plan*”); and

WHEREAS, the City has received a proposal from Garden Grove Farm, LLC, an Illinois limited liability company (the “*Developer*”), to lease approximately eleven (11.54) acres of land located along Bicentennial Road owned by the City, identified as parcel no. 30-28-100-038, for a term of no less than ten (10) years for an annual rent of \$4,616.00 for the first twelve (12) calendar months and increasing at a rate of three percent (3%) each succeeding twelve (12) months, in order to construct a retail building and a barn for storage of equipment (the “*Project*”) and to operate a family-fun, agri-tourism retail business; and

WHEREAS, the Project is consistent with the BD Plan and the Subject Property is located within the BD District; and

WHEREAS, the Corporate Authorities are willing to enter into a lease agreement for use of the Subject Property by Developer, so that the Developer may undertake the Project at the Subject Property; and

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project at the Subject Property, it is in the best interests of the City, and the health, safety, morals, and welfare of the residents of the City, for the City to reimburse the Developer for certain eligible “business district project costs”, as defined by the BDD Act, in accordance with the terms and conditions as set forth in the attached Development Agreement by and between the City and the Developer.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Le Roy, McLean County, Illinois, as follows:

Section 1. That the Development Agreement between the City of Le Roy, McLean County, Illinois and Garden Grove Farm, LLC, 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 on behalf of the City.

Section 2. The Mayor and City Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Development Agreement.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "*Agreement*") is entered into this ____ day of _____, 2024, by and between the City of LeRoy, McLean County, an Illinois municipal corporation (the "*City*") and Garden Grove Farm, LLC, a limited liability company of Illinois (the "*Developer*").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the City is engaged in the development and redevelopment of its commercial properties which includes approximately eleven (11.54) acres of vacant land owned by the City located along Bicentennial Road within the City and identified by parcel number 30-28-100-038 (the "*Subject Property*"); and

WHEREAS, the City has the authority pursuant to the laws of the State of Illinois to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving these goals; and

WHEREAS, in accordance with the provisions of the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the "*BDD Law*"), the City, after properly giving "all notices, conducting a public hearing and making all findings required by law, on the 16th day of April, 2020, pursuant to Ordinance No. 20-03-03-30 approved an Eligibility Study and Business District Plan and Project (the "*Business District Plan*"), for an area designated as the City of LeRoy Business District (the "*Business District*"), and imposed a Retailers' Occupation Tax and Service Occupation Tax therein for the planning, execution and implementation of the Business District Plan (the "*BDD Taxes*") and the payment of Business District project costs as set forth in the Business District Plan; and

WHEREAS, the Developer has entered into an agreement with the City to lease the Subject Property, which property is located within the Business District, for a term of ten (10) years with an option to purchase the Subject Property at any time during the term of the lease provided proper notice is given to the City (the "*Lease Agreement*"); and

WHEREAS, the Developer may choose to extend the Lease Agreement for an additional ten (10) years; and

WHEREAS, the Developer proposes to construct a retail building and a barn (the "*Planned Buildings*") on the Subject Property for storing equipment (the "*Project*") and to operate a family-fun, agri-tourism retail business (the "*Business*"); and

WHEREAS, the Developer has advised the City that it estimates the Project shall require an investment of approximately \$295,000 for site preparation and construction and \$275,000 to purchase start-up equipment for the Business, and without financial assistance from the City as authorized by the BDD Law, the Developer cannot proceed with the Project; and

WHEREAS, in order to induce the Developer to enter into the Lease Agreement and 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 Business District Project Costs, as hereinafter defined, Redevelopment Project Costs in an aggregate amount not to exceed \$295,000; and

WHEREAS, the Corporate Authorities have determined that the provision by the City to the Developer of the benefits described in the immediately preceding recital and the development by the Developer of the Project pursuant to this Agreement is in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers and would be in furtherance of the Business District Plan and thereby providing economic development of the City, enhancing the tax base of the City and other taxing districts, and increasing the job opportunity of its residents thereby adding to the welfare and prosperity of the City.

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 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 1.

Section 2. Obligations of the Developer.

(A) On or before June 30, 2024, the Developer shall have received all permits and approvals as required to proceed with the Project, and have commenced construction of the Planned Buildings on the Subject Property.

(B) On or before December 1, 2024, the Developer shall have received a certificate of occupancy for the Planned Buildings on the Subject Property and have caused the Business to be located therein to have commenced operation.

(C) The Developer covenants and agrees to construct the Project in accordance with all applicable City building codes and ordinances and laws of the State of Illinois.

(D) The Developer warrants that the Project shall result in an investment of no less than \$295,000 in the Project Area and within thirty (30) days of receipt of a certificate of

occupancy for the Subject Property, deliver to the City paid receipts, invoices and bills to evidence an investment in the Subject Property of no less than \$295,000.

(E) The Developer, or its successors, covenant and agree to maintain the Subject Property during the term of this Agreement and to pay, when due, all taxes (including real estate taxes), fines, fees and all other assessments relating to the Business.

(F) The Developer, or its successors, covenant and agree to operate or cause the operation of a retail business generating BDD Taxes throughout the term of this Agreement.

(G) The Developer covenants and agrees to enter into a Lease Agreement with the City, said Lease Agreement permitting Developer's use and development of the Subject Property as provided in this Agreement, for a period of ten (10) years, with the option to extend the Lease Agreement for an additional ten (10) years at the end of the original ten (10) year period, or to purchase the Subject Property at any time during the term of the Lease Agreement, pursuant to a Contract for Sale of Real Estate attached as "Exhibit A" to said Lease Agreement.

(H) The Developer covenants and agrees to abide by all terms of the Lease Agreement during the Term of this Agreement, including but not limited to the payment by the Developer of annual rent on the Subject Property.

Section 3. Developer's Payments.

(A) In consideration for the development by the Developer of the Project as provided in this Agreement, so long as no event described in Section 16(a) of this Agreement shall have occurred and be continuing, the City shall reimburse the Developer for "Business District Project Costs" incurred by the Developer in respect of the Project as set forth in *Exhibit A* in an amount not to exceed \$295,000, such reimbursement being subject to the limitations of the BDD Law, the terms of this Agreement, and the procedures hereinafter set forth. Reimbursement shall be made in a total of eight (8) annual payments, as follows: \$40,000 annually in each of years one (1) through five (5); \$35,000 in year six (6); \$30,000 annually in each of years seven (7) and eight (8).

The first annual payment shall be made to the Developer within thirty (30) days of receipt of a certificate of occupancy for the Planned Buildings and satisfaction of the obligations of the Developer pursuant to Section 2 hereof followed by seven (7) additional annual payments in the amounts specified above on the anniversary date of the certificate of occupancy. The Developer shall have the right to reallocate items among line items in *Exhibit A* when seeking reimbursement therefor pursuant to this Agreement. For purposes of this Agreement, "Business District Project Costs" shall mean and include all costs defined as "business district project costs" in Section 11-74.3-5 of the BDD Law which are eligible for reimbursement under the BDD Law.

(B) In connection with the establishment and ongoing administration of the Business District, the City has established a special tax allocation fund pursuant to the requirements of the

BDD Law (the “*Business District Allocation Fund*” or the “*BDAF*”) into which the City shall deposit all of the BDD Taxes generated by the Business District.

(C) THE CITY’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM BDD TAXES DEPOSITED INTO THE BDAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

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

(A) The Developer shall advance all funds and all costs necessary to: (i) undertake the Project; and, (ii) perform all obligations in order to be eligible for reimbursement pursuant to this Agreement in connection with the Project.

(B) The Developer acknowledges that the determination of Business District Project Costs and qualification for reimbursement under this Agreement are subject to the BDD Law, all amendments to the BDD Law both before and after the date of this Agreement, and administrative rules and judicial interpretations 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 Business District Project Costs.

Notwithstanding the foregoing, in the event the Developer or their successors in interest have not paid real estate taxes assigned against the Subject Property when due and owing, this Agreement shall be automatically terminated and of no further force and effect.

Section 5. Term.

Unless earlier terminated pursuant to Section 16, the term of this Agreement shall commence on the date stated above and terminate upon payment to the Developer of \$295,000 (the “*Termination Date*”).

Section 6. Verification of Tax Increment.

In the event the Developer exercises the option to purchase provided in the Lease Agreement and therefore acquires ownership of the Subject Property during the Term of this Agreement, the Developer shall use their best efforts to cooperate with the City in obtaining copies of all real estate tax bills payable in 2024, and paid in each subsequent year during the term of this Agreement, for the Subject Property.

Section 7. No Liability of City to Others for Developer’ 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 obligations pursuant to this Agreement on such party's part to be performed 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 shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same 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. In no event shall this Agreement be assigned by the Developer during the pendency of the Lease Agreement between Developer and the City without the express consent of the City.

Section 10. Developer's 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, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof 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, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at their 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 :

To the City : Steven Dean, City President
City of LeRoy
113 Cole Street
LeRoy, Illinois 61087

With a copy to : Kathleen Field Orr
Ottosen, DiNolfo, Hasenbalg & Castaldo Ltd.
1804 N. Naper Blvd, Suite 350
Naperville, Illinois 60563

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 Discrimination – Construction.

The Developer, for itself and its successors and assigns, agrees that in the construction of the Project provided for in this Agreement the Developer 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 agree to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause.

Section 16. 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 in adequate detail any failure on the Developer' part to fulfill its 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 its 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 its

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, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section 19(b), the City's sole obligation shall be to record, in the office of the McLean County Recorder, a Certificate of Default, executed by the President of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section 19(b), in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

(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 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. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(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 17. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in writing signed by all the 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 18. 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 LeRoy, Illinois.

City of LeRoy, an Illinois municipal corporation

By: _____
Mayor

Attest:

City Clerk

Garden Grove Farm, LLC, a Limited
Liability Company

By: _____
President

Exhibit A

Redevelopment Project Costs

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Matt Steffen and seconded by Kelly Lay by roll call vote on the 5th day of February, 2024 as follows

Aldermen elected 8

Aldermen Present 8

Voting Aye:

Kelly Lay, Patti Welander, Matt Steffen, Kyle Merkle, Sarah Welte, Dawn Hanafin

Voting Nay: Ron Legner

Absent: None

Abstain: Justin Morfey

Other: None

And deposited and filed in the office of the City Clerk in said municipality on 5th day of February, 2024.



Anita Corso, City Clerk of the
City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 5th day of February, 2024.



Steven M. Dean, Mayor of the City of Le Roy,
Mc Lean County, Illinois



Anita Corso, City Clerk of the City of Le Roy
Mc Lean County, Illinois



ATTEST: (SEAL)

CERTIFICATE

I, Anita Corso, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

I further certify that on **February 5, 2024** the Corporate Authorities of such municipality passed and approved **ORDINANCE NO. 24-02-01-30**.

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC


Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 24-02-01-30**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **February 5, 2024** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 5th day of February, 2024.

(SEAL)





Anita Corso
City Clerk of the City of
Le Roy, McLean County, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Anita Corso, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LE ROY, MCLEAN COUNTY, ILLINOIS AND GARDEN GROVE FARM, LLC

I do further certify said ordinance was adopted by the City Council of the City of Le Roy at a regular meeting on the 5th day of February, 2024, and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 5th day of February, 2024

(SEAL)



A handwritten signature in blue ink that reads "Anita Corso".

Anita Corso, City Clerk of the
City of Le Roy,
McLean County, Illinois