CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Meeting Date: July 5, 2024

Prepared By: Jon Oliphant, AICP, Planning & Development Director

Agenda Item: First Reading Ordinances – Washington Commercial Building and Property Improvement Grant Program Redevelopment Agreements

Explanation: **A request is made to waive the 2nd reading ordinance for the Nena Ace Hardware project by the business owners. Their grand opening is scheduled for August 23-25. The project is anticipated to take about three weeks to complete. They would like to start the project ASAP in order for it to be completed prior to the grand opening, if possible.**

The FY 24-25 budget includes $300,000 in the ED/Tourism Fund that is earmarked for the inaugural Washington Commercial Building and Property Improvement Grant Program. The application deadline was May 29 and ten applications were submitted. This does not include prior discussion for a parking lot improvement project for Countryside Banquet & Catering.

Following discussion at the June 10 Committee of the Whole meeting, redevelopment agreements were recommended to be drafted for eight projects. Following conversations with each of those business/property owners, two of the owners voluntarily requested to not pursue funding through this grant program. A summary of each of the six projects is as follows:

- Nena Ace Hardware (1880 Washington Road): The project would remove and replace the existing front entryway, including a new double door, painting, new awning, new permanent lighting, new roofing over the entry, and installing stone on three sides. The estimated project cost is $225,000. The project received a score of 17, which makes it eligible for a 50%/$50,000 grant. The recommended grant based on the scoring is $50,000. **Request to waive the 2nd reading ordinance.**
- Brooks Accounting & Tax Service (2165 Washington Road): This property also contains AutoMate, a used car dealership. The project would blacktop and stripe the existing gravel parking lot. The estimated project cost is $54,249. The project received a score of 9, which makes it eligible for a 25% grant. The recommended grant is $14,531.
- Mt. Vernon Plaza (1217-1255 Peoria Street): The project would remove and replace the existing cedar shingles with black steel, painting the stucco white, and repave the parking lot. The estimated project cost is $112,673. The project received a score of 21, which makes it eligible for a 50%/$50,000 grant. The recommended grant is $50,000.
- Washington Family Restaurant (1269 Peoria Street): The project would remove and replace the existing front and side façade as well as the deteriorating walls at the roofline. Cement blocks would be built to support a parapet wall on the roof and stone would be installed on the façade. The estimated project cost is $130,000. (**Please note**: The estimate included as an exhibit in the agreement references a cost of $224,800. Upon verification, the owner has indicated that the same scope can be completed at a reduced cost). The project received a score of 20, which makes it eligible for a 50%/$50,000 grant. The recommended grant is $50,000.
- Brad's Lawn Care (290-304 Muller Road): The project would install a permanent interchangeable tenant sign with permanent landscaping including a flagstone retaining wall. The estimated project cost is $13,096. The project received a score of 8, which makes it eligible for a 25% grant. The recommended grant is $3,274.

- Russell's Cycling & Fitness (10 Valley Forge Plaza): The project would paint the east and north sides of the building. The estimated project cost is \$6,500. The project received a score of 15, which makes it eligible for a 50% grant. The recommended grant is \$3,250.

Fiscal Impact: The City's not-to-exceed expenditure included in the redevelopment agreements drafted for the eight projects would be **\$171,055.09**. This does not include the City's tentative disbursement for the Countryside Banquet & Catering parking lot project, which would obligate the City to a not-to-exceed amount of \$69,500 and bring the total City share to \$240,555.09.

Action Requested: Approval of individual redevelopment agreements for each of the projects. With \$300,000 budgeted in FY 24-25 for this program, the above total City share of \$240,555.09 would leave slightly less than \$35,000 that could be obligated towards another purpose that the Council may desire. First reading ordinances for each of the projects are scheduled for the July 15 City Council meeting and second readings will be scheduled for the August 5 meeting. Projects cannot begin until after such agreements have been approved.

Ordinance No. ____________

(Adoption of this ordinance would approve a redevelopment agreement Joe Russell Doing Business as Russell's Cycling & Fitness for the redevelopment of 10 Valley Forge Plaza).

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH JOE RUSSELL DOING BUSINESS AS RUSSELL'S CYCLING & FITNESS FOR THE REDEVELOPMENT OF 10 VALLEY FORGE PLAZA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That the Redevelopment Agreement between the City of Washington, Tazewell County, Illinois, and Joe Russell Doing Business as Russell's Cycling & Fitness for the redevelopment of 10 Valley Forge Plaza, a copy of which is attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _______ day of _______________, 2024.

AYES: ____

NAYS: ____

____
Mayor

ATTEST:

____
City Clerk

REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, AND JOE RUSSELL DOING BUSINESS AS RUSSELL'S CYCLING & FITNESS

Dated: __________________

CITY OF WASHINGTON
REDEVELOPMENT AGREEMENT

This AGREEMENT (this "**Agreement**") made and entered into this _____ day of ______ ______, 2024, (the "**Effective Date**") by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the "**City**"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and JOE RUSSELL DOING BUSINESS AS RUSSELL'S CYCLING & FITNESS (the "**Developer**").

R E C I T A L S

WHEREAS, the City has established the Washington Commercial Building and Property Improvement Grant Program (the "**Program**") to provide private redevelopment assistance for certain eligible projects; and

WHEREAS, the Developer operates a cycling and fitness business at 10 Valley Forge Plaza, Washington, Illinois 61571, such property is legally described on **Schedule 1** attached hereto and incorporated herein (the "**Premises**"); and

WHEREAS, Robert L. Anderson and Deanna R. Anderson (the "**Property Owners**") jointly own the Premises; and

WHEREAS, the building the Developer operates out of on the Premises needs to be repainted and have the stucco and columns repaired; and

WHEREAS, on or about May 29, 2024, the Developer submitted an Application for Commercial Building/Property Improvement Grant Program, a copy of which is attached hereto as **Exhibit A**, requesting private redevelopment assistance through the Program to paint the east and north sides of the building and repair the stucco and columns on the building on the Premises; and

WHEREAS, the Developer desires to paint the east and north sides of the building and repair the stucco and columns on the building on the Premises pursuant to a proposal received by the Developer dated May 20, 2024, which is attached hereto as **Exhibit B** (the "**Proposal**"); and

WHEREAS, the project, as set forth on the Proposal, will include the following: (a) painting of the east and north sides of the building; and (b) repairing the stucco and columns on the building (collectively, the "**Project**"); and

WHEREAS, the City has deemed the Project eligible for private redevelopment assistance under the Program; and

WHEREAS, to support the Project, the City is willing to provide the Developer with the incentives as set forth in this Agreement; and

WHEREAS, the Developer agrees to advance certain funds of Developer's own to construct the Project; and

WHEREAS, the Property Owners have authorized the Project on the Premises; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

ARTICLE 1
DESCRIPTION OF THE PROJECT

1.1 **The Project**. The Project shall consist of improvements on the Premises more fully described in Article 5 herein.

1.2 **The Estimated Cost of the Project**. The estimated cost of the Project is set forth on **Schedule 2** attached hereto and incorporated herein (the "**Estimated Project Cost**").

ARTICLE 2
CONSTRUCTION OF THE PROJECT

2.1 **Commencement and Completion of the Project Requirements**.

2.1.1 **Commencement of the Project**. The Project shall commence within ninety (90) days of the Effective Date. Notwithstanding anything herein to the contrary, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City's sole discretion.

2.1.2 **Completion of the Project**. The Developer must complete the Project and receive an approved final inspection by appropriate City representatives, if applicable, prior to July 1, 2025 (the "**Completion Date**"). However, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City's sole discretion.

2.2 **Quality of Construction and Conformance to Federal, State and Local Requirements**. All work with respect to the Project (the "**Works**") shall conform to the City's zoning code, building code and all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes, the Illinois Human Rights Act, the Illinois Prevailing Wage Act, and the Illinois Public Works Employment Discrimination Act. The Developer shall cause the construction of the Works to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement and shall cause the Works to be constructed in a good and workmanlike manner.

2.3 **Utilities**. Intentionally Omitted.

2.4 **Limitation**. The Project may not begin until this Agreement is approved and is duly executed and a building permit is issued by the City, if applicable. Any expenses incurred by the Developer prior to the execution of this Agreement or the issuance of a permit, as applicable, shall not be reimbursed by the City.

ARTICLE 3
REPRESENTATIONS OF THE DEVELOPER

The Developer represents, warrants and agrees as the basis for the undertakings on Developer's part herein contained that:

3.1 **Organization**. The Developer owns and operates Russell's Cycling & Fitness on the Premises.

3.2 **Authorization**. The Developer has the authority to conduct business in the State of Illinois. Furthermore, the Developer has the power to enter into and is duly authorized to execute, deliver, and perform this Agreement. The Developer will provide any documentation as the City may reasonably request related to the Developer's ability to conduct business in Illinois or authority to enter into this Agreement.

3.3 **Non-Conflict or Breach**. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the Developer is now a party or by which the Developer is bound.

3.4 **Pending Lawsuits**. There are no lawsuits either pending or, to the best of Developer's knowledge, threatened that would affect the ability of the Developer to proceed with the Project as of the Effective Date.

3.5 **Location of Project**. The Project will be located within the Premises.

3.6 **Financial Representation**. The Developer has sufficient financial means to complete the Project to be eligible for reimbursement hereunder.

ARTICLE 4
REPRESENTATIONS OF THE CITY

The City represents, warrants, and agrees as a basis for the undertakings on its part contained herein that:

4.1 **Organization and Authorization**. The City is a home-rule municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter and by proper action has been duly authorized to execute, deliver, and perform this Agreement.

4.2 **Non-Conflict or Breach.** Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, agreement, or instrument to which the City is now a party or by which the City is bound.

4.3 **Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE 5
DEVELOPER'S COVENANTS

5.1 **Redevelopment Project.** The Developer agrees on behalf of himself, his successors or assigns, to complete the Project on the Premises as described in this Agreement. Specifically, the Developer shall make the following improvements on the Premises: paint the east and north sides of the building and repair the stucco and columns on the building in accordance with the Proposal. The Property Owners are parties to this Agreement only to ratify and confirm that they have authorized the Project on the Premises.

5.2 **Redevelopment Work.** As set forth above, the Developer agrees to redevelop the Premises and complete the Project in accordance with this Article.

The Estimated Project Cost of the above-listed items for the redevelopment are specifically set forth in **Schedule 2** attached hereto. Developer will comply with any and all nationally accepted standards for the Project. Furthermore, Developer shall abide by all representations and warranties set forth herein. All material and equipment furnished in connection with this Article and otherwise in this Agreement, shall be new and otherwise of good quality.

5.3 **Payment of Taxes.** Intentionally omitted.

5.4 **Exemption from Tax.** Intentionally omitted.

5.5 **Indemnification of the City.** So long as the Developer, his successor and assigns maintain an interest in the Premises or any part thereof, the Developer, his successors and assigns agree to indemnify and save the City and its officers, council members, agents, representatives, attorneys, and employees harmless against all claims by or on behalf of any person or persons, business, governmental agency, firm, partnership, limited liability company or corporation arising from the Developer's, his successors and assigns ownership, operation or management of the Project/Premises, or from any work of or thing done by the Developer, his successors or assigns on the Premises, or any work or activity of the Developer, his successors and assigns connected to the Project. The Developer, his successors, and assigns agree to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, his successors and assigns upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer, his successors and assigns shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the sole expense of the City. It is agreed and understood that the aforesaid indemnities in this Section shall be binding on the Developer, his successors and assigns only for such period as the Developer, his successors and assigns maintain an interest in the Project, or Premises or part thereof, and only with respect to such interest in the Project or Premises or part thereof. The requirement of this Section terminates two years after the Completion Date.

5.5.1. **Insurance**. Prior to the commencement of the Project, the Developer covenants to provide the City with an insurance certificate indicating that the Developer and the Premises are covered by General Commercial Liability insurance with limits in an amount to be approved by the City. The insurance policy must include an endorsement to the policy that lists the City as an additional insured thereunder. The City shall be provided with a copy of the policy endorsement illustrating that the City has been duly added as an additional insured. The insurance policy shall be issued by an insurer duly authorized to provide insurance policies within the State of Illinois. Any such insurance policy must include a provision requiring at least thirty (30) days advance notice (the "**Thirty Day Notice**") to the City prior to a cancellation or lapse of the policy. The City shall be provided with a copy of the policy endorsement illustrating that the Thirty Day Notice period was duly added to the policy. The Developer cannot commence the Project without such insurance. The requirement of this Section terminates two years after the Completion Date.

5.6 **Equal Opportunity**.

5.6.1 **Non-Discrimination**. The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin or any other protected characteristic under state, local, or federal law. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or natural origin or any other protected characteristic under state, local, or federal law. Such action shall include but not be limited to the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate 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 non-discrimination clause, and any other postings or notices required by applicable law related to employment matters.

5.6.2 **Advertising**. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin or any other protected characteristic under state, local, or federal law.

5.7 **Payment of Prevailing Wages**. The Developer and his contractors/subcontractors shall pay the prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to complete the Project, as identified herein, also the general prevailing rate for legal holiday and overtime work, all in accordance with the Illinois Prevailing Wage Act (820 ILCS

130/0.01 *et seq.*). The Illinois Department of Labor (the "**Department**") publishes the prevailing wage rates on its website at: https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html. The Department revises the prevailing wage rates and the Developer and his contractors/subcontractors have an obligation to check the Department's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. To the extent required by applicable law, Developer and his contractors/subcontractors are responsible for contacting the Department to ensure understanding of prevailing wage requirements. Developer shall inform all contractors and subcontractors rendering services related to the Project that they must comply with all requirements of the Illinois Prevailing Wage Act, *including but not limited to*, all wage requirements and notice and record keeping duties. Furthermore, to the extent required by applicable law, the Developer and his contractors/subcontractors shall file certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act (820 ILCS 130/5). The City may request proof of filing of the certified payrolls prior to making a payment to the Developer hereunder.

5.8 **Project Subject to Plan and Agreement**. Intentionally omitted.

5.9 **Liens**. Developer shall promptly pay when due the entire cost of any work on the Premises undertaken by Developer so that the Premises shall at all times be free of liens for labor and materials.

5.10 **Inspection Rights**. Developer shall liberally allow the City to inspect the Project, the Premises, and the Developer's records within seven (7) business days of the City's request to conduct such an inspection.

5.11 **Substance Abuse Prevention on Public Works Projects Act**. To the extent required by applicable law, the Developer and his contractors/subcontractors shall abide by the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et. seq.*) and furnish a copy of its respective substance abuse prevention program to the City.

ARTICLE 6
CITY'S OBLIGATIONS –REIMBURSEMENT INCENTIVE

6.1 **Conditions Precedent to Reimbursement Incentive**. The City's obligation to make the reimbursement in accordance with this Article is subject to the following:

6.1.1 The Developer's compliance with the terms and conditions set forth in this Agreement and the schedules attached hereto; and

6.1.2 The reimbursement is limited to the direct reimbursement of costs related to the Project.

6.2 **Reimbursement for Project Costs**.

6.2.1 **Reimbursement.**

(a) Subject to all of the conditions set forth herein, the City shall reimburse the Developer up to fifty percent (50%) of the Estimated Project Cost. The City shall inspect the Premises for verification that the Project has been satisfactorily completed prior to making a reimbursement hereunder. For the Project, a single reimbursement will be made by the City within sixty (60) days after the completion of the Project and the submission of paid invoices.

6.3 **Actual Cost v. Estimated Cost**. In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is less than the estimated cost contained herein, the City shall pay a sum not to exceed the certified cost, subject to the limitations set forth herein. In the event the Developer shall perform the agreements herein contained and certifies an actual cost incurred that is more than the estimated cost contained herein, the City shall only reimburse the Developer for fifty percent (50%) of the Estimated Project Cost, such reimbursement shall be subject to the Reimbursement Cap (as defined herein).

6.4 **Obligation for Project Reimbursement for the Project**. The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur: The Developer shall document Project costs to the reasonable satisfaction of the City by submitting paid invoices to the City Administrator.

6.5 **Limitation on Reimbursement**. The total reimbursement made by the City hereunder for the Project shall not exceed Three Thousand Two Hundred Fifty and No/100 Dollars ($3,250.00) (the "**Reimbursement Cap**").

ARTICLE 7
CONTINUATION OF OPERATIONS

Developer agrees for himself, his successors, and assigns, that after the Project is completed, he will continue to use the Premises for operation as a cycling and fitness business through two years after the Completion Date.

ARTICLE 8
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Intentionally Omitted.

ARTICLE 9
DEFAULT AND REMEDIES

9.1 **Event of Default**. The following shall be an event of default ("**Event of Default**") with respect to this Agreement:

9.1.1 If any representation made by the Developer or City in this Agreement, or in any certificate, notice, demand, or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any respect as of the date made;

9.1.2 Breach by the Developer or City of any covenant, warranty or obligation set forth in this Agreement; or

9.1.3 Any other specific breach identified herein.

9.2 **Remedies of Default or Bankruptcy**.

9.2.1 **General Remedies**. In the case of an Event of Default or bankruptcy by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default or bankruptcy within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default or bankruptcy shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or bankruptcy, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. In case the City or Developer shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceedings had been taken.

9.2.2 **Remedies due to Developer Default**. In the case of an Event of Default by the Developer, Developer agrees for himself, his successors and assigns, that he will immediately pay to the City any and all sums previously expended by the City in connection with or arising out of the City's obligations hereunder to reimburse certain costs hereunder, together with all costs of collection of same, including but not limited to the City's reasonable attorney's fees (as defined in Section 11.8 herein), court costs and costs of collection.

9.2.3 **Remedies due to City Default**. In the case of an Event of Default by the City, the City agrees for itself, its successors and assigns, that it will immediately pay to Developer all amounts due to Developer hereunder and for which the City has an obligation hereunder to pay, as of the date of default, together with all Developer's reasonable attorneys' fees (as defined in Section 11.8 herein), court costs and costs of collection.

9.3 **Other Rights and Remedies of City and Developer: Delay in Performance and Waiver**.

9.3.1 **No Waiver by Delay**. Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this

Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.

9.3.2 **Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors, assigns, or transferees in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

9.3.3 **Delay in Performance/Force Majeure.** For the purposes of any of the provisions of this Agreement, neither the City, nor the Developer (or any tenant of the Premises, if any), as the case may be, nor any successor, assigns, or transferee in interest, shall be considered in breach of, or in default of, its obligations with respect to the preparation of the Premises for redevelopment, or the beginning and completion of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of contractors/subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or Developer with respect to the Project shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Such extensions of schedules shall be agreed to in writing by the parties hereto.

ARTICLE 10
GUARANTORS

Intentionally Omitted.

ARTICLE 11
GENERAL PROVISIONS

11.1 **Authorized Representatives.**

11.1.1 **Developer**. Joe Russell is the only individual authorized to communicate to the City related to this Agreement.

11.1.2 **City**. The City designates the City Administrator as the authorized representative, who shall communicate with the Developer on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City. Such authority shall be reserved exclusively to the City Council of the City.

11.2 **Governing Law**. This Agreement shall be construed under and pursuant to the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in Tazewell County, Illinois.

11.3 **Execution of Counterparts**. This Agreement may be executed by original signature or by facsimile, digital, or other electronic signature and in one or more counterparts, each of which will be deemed an original and together will constitute one and the same instrument. This Agreement may be executed as an original in ink, by facsimile signature (e.g., a signature reproduction by physical or electronic stamp) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000. Any counterpart containing a qualifying signature transmitted electronically (e.g., via e-mail or telecopier machine) shall be accepted as an original and shall have the same force and effect as an original.

11.4 **Reference to Headings**. Unless otherwise specified, references to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

11.5 **Titles of Paragraphs**. Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in any respect in construing or interpreting any provision hereof.

11.6 **Entirety of Agreement**. This Agreement is the entire agreement between the parties hereto, and any other agreements, whether written or oral, entered into by the parties prior to the date hereof shall be deemed to be null and void and have merged into this Agreement by virtue of the execution hereof.

11.7 **Binding Upon Successors in Interest**. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns, transferees, or other successors in interest.

11.8 **Attorneys' Fees**. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court. For purposes of this Agreement, the term "attorneys' fees" shall mean and include, but not necessarily be limited to, attorney and paralegal fees whether incurred for purposes of research, preparation, negotiation, trial, appellate, collection or otherwise.

11.9 **Construction of Agreement**. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

11.10 **No Other Legal Relationship Created**. Nothing contained in this Agreement shall be deemed or construed as creating a relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

11.11 **Severability**. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions of this Agreement shall not be affected thereby.

11.12 **Memorandum of Agreement**. Intentionally Omitted.

11.13 **Further Assistance and Corrective Instruments**. The City and the Developer, agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement by any party hereto.

11.14 **Notices.** Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery; (b) certified mail, return receipt requested; or (c) regular mail at the following addresses:

To the City at:	City of Washington Attn: City Administrator 301 Walnut St. Washington, IL 61571	**With a copy to:** Derek A. Schryer Davis & Campbell L.L.C 401 Main St., Suite 1600 Peoria, Illinois 61602
Developer at:	Joe Russell 10 Valley Forge Plaza Washington, IL 61571	

or to the last known address of any party or to the address provided by a successor, assignee, or transferee, if such address is given in writing. Any party may change its address by providing notice in accordance with this provision. In the event said notice is sent by regular mail, the date of service shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office. Only a notice sent to the City or Developer hereunder shall constitute notice in accordance with this Section.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF WASHINGTON,
An Illinois home-rule municipal corporation

By: ______________________________
Gary Manier, Its Mayor

Attest: ______________________________
Valeri Brod, Its City Clerk

SEAL:

DEVELOPER:

____
Joe Russell, doing business as
Russell's Cycling & Fitness

ACKNOWLEDGED AND ACCEPTED:

____
Robert L. Anderson

____
Deanna R. Anderson

[Signature Page to Redevelopment Agreement Between The City of Washington, Tazewell County, Illinois, and Joe Russell doing business as Russell's Cycling & Fitness]

<u>EXHIBIT A</u>

APPLICATION

CITY OF WASHINGTON, ILLINOIS

APPLICATION FOR COMMERCIAL BUILDING/PROPERTY IMPROVEMENT GRANT PROGRAM

PRIVATE REDEVELOPMENT INCENTIVE APPLICANTS

Applicant name: Russell's Cycling & Fitness
Mailing address: 10 VALLEY FORGE PLAZA
Daytime Phone: (309) 444-2098

1. **Applicant interest in property:** Tenant
   - **Third-Party (name):**
2. **Property owner name:** R. L. Anderson
3. **Business name(s): Russell's Cycling & Fitness**
4. **Project address or location:** 10 Valley Forge Plaza, Washington, IL 61571
5. **Property tax ID number(s):** 02-02-23-101-025
6. **Current use of property:** Retail

Email Address: ap@russellsfitness.com
Correspondence Method: Email

7. **Proposed use of property:** Retail
8. **Choose the applicable project:** Exterior painting
9. **Describe the nature of work proposed for the property:** Stucco needs some minor repairs. Columns will be repaired and reinforced where needed. Entire front of building will be painted with similar colors as present.
10. **Estimated total project cost:** $6,500
11. **Estimated Start Date:** July 1, 2024
12. **Zoning:** C-3

Scoring Matrix:

Aesthetic	Points	Score
The proposed project will improve the curb appeal of the property (façade improvements, replacements of windows/doors, awnings, painting, upgraded signage, permanent landscaping, etc.)	0-4	4
The proposed project will improve the pedestrian experience (improvements to the parking lots, sidewalks, decorative exterior lighting, etc.)	0-2	0
The proposed project will address existing building and/or property safety issues (structural improvements, non-flat roof repairs, stairs/porches/railings, building demolition if to be replaced by new construction)	0-2	0
Property Use		
Retail, restaurants, entertainment, and mixed use where at least 50% of the building contains retail, restaurants, and/or entertainment	4	4
Office, service uses, and mixed uses where less than 50% of the building contains retail, restaurants, and/or entertainment	2	0
Building or Property is blighted or vacant, where the proposed project will likely improve occupancy	0-2	0
The business(es) are locally-owned and not chain-affiliated	0-2	2
Financial		
The proposed project may increase the equalized assessed value of the property	0-2	0
The proposed project may increase sales tax generation	0-2	1
Location		
The property is located adjacent to a prominent traffic corridor or is highly visible	0-4	4

Total Points: 15/24

Property owner & business owner are current on the payment of the Tazewell County real estate taxes: **Yes**

Property owner & business owner are current on the payment of City of Washington water bills & license fees: **Yes**

EXHIBIT B

PROPOSAL FOR PROJECT

COLISEUM PAINTING

1819 West Teton Dr
Peoria, IL 61614
Phone (309) 256-1012

May 20, 2024

Mike McCarthy

Bid Prepared for:
Russell Cycle

DESCRIPTION	AMOUNT
Front Entrance Exterior	
Stucco	
*Stucco repair (Upper left) and blend	
*Stucco cracks_ mend and blend where necessary	
*Paint to color of choice	
*Includes service door	
Fluted Columns	
*Extensive wheel grinding and sanding	
*Prime and paint to color of choice	
Labor and Materials	
	$ 6,500.00

SCHEDULE 1

Premises
(Legal Description)

A Part of Tract 3, A Part of Parcels A, B & D of Lot 25 as shown on plats recorded in Plat Book T, Page 652, and Plat Book DD Page 42 and 43 as recorded in the Recorder's Office of Tazewell County, Illinois. More particularly described as follows:

Beginning at the Northeast corner of Lot 8 of Muller Subdivision Section 1 as recorded in Plat Book T – Page 652; Thence South 89°45'10" West along the North line of said Lot 8 a distance of 35.62 feet to the Southeast corner of Lot 9 of said Muller Subdivision Section 1; Thence North 0°11'50" West along the East line of Lot 9 and Lot 10 of said Muller Subdivision Section 1 a distance of 209.10 feet to the Southerly Right of Way of U.S. Route 24; Thence South 83°06'45" East along said Southerly Right of Way 198.08 feet; Thence South 6°53'15" West 16.27 feet; Thence South 83°06'45" East 23.54 feet; Thence South 14°13'29" East 65.27 feet; Thence South 6°51'41" East 116.64 feet; Thence South 89°38'05" West 211.73 feet; Thence North 0°11'50" West 14.8 feet to the Point of Beginning containing 1.099 acres more or less.

PIN: 02-02-23-101-025

Commonly known as: 10-16 Valley Forge Plaza, Washington, Illinois 61571.

SCHEDULE 2
ESTIMATED PROJECT COST

The Estimated Project Cost for the Project by the Developer is $6,500. A breakdown of the Estimated Project Cost is set forth below:

Description*

The Project consists of the following: (a) painting of the east and north sides of the building; and (b) repairing the stucco and columns on the building on the Premises in accordance with the Proposal.

TOTAL ESTIMATED PROJECT COSTS	$6,500

***For more details regarding the Project, please see the Proposal.**