



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Dates: July 21, 2025 (First Reading)
August 4, 2025 (Second Reading)

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

Agenda Item: First and Second Reading Ordinances – Washington Commercial Building and Property Improvement Grant Program Agreement with Precious Hospitality, LLC

Explanation: The FY 25-26 budget includes \$290,000 in the ED/Tourism Fund that is earmarked for the second annual Washington Commercial Building and Property Improvement Grant Program. The submittal deadline was June 27 and five applications were received. Following discussion at the July 14 Committee of the Whole meeting, grant agreements were recommended to be drafted for the five projects.

Each project meets all of the minimum eligibility criteria to be considered for funding. The scoring system allocates up to 24 points through nine criteria to determine its potential impact. A project must receive at least eight points in order to be eligible for funding assistance. Projects receiving 12 or more points would be eligible for the maximum 50% City assistance up to \$50,000. Projects receiving 8-11 points would be eligible for 25% City assistance. A summary of the proposed Sleep Inn project at 1101 N. Cummings is as follows:

- The project would sealcoat and stripe the parking lot and improve the landscaping. The estimated project cost is \$21,950. The project received a score of 13, which makes it eligible for a 50%/\$50,000 grant. The recommended grant based on the scoring is **\$10,975**.

Fiscal Impact: The City's not-to-exceed expenditure included in the drafted grant agreements for this project would be **\$10,975**.

Action Requested: Approval of the attached agreement with Precious Hospitality, LLC, for the Sleep Inn project. A first reading ordinance is scheduled for the July 21 City Council meeting and a second reading will be scheduled for the August 4 meeting. Projects cannot begin until after such agreements have been approved.



2025 Commercial Grant Program

1101 N Cummings Ln

Proposed Improvements:

- Improve landscaping
- Parking lot seal coating and striping



Date: 7/10/2025

This map indicates approximate data locations and may not be 100% accurate. Parcels are provided and maintained by Tazewell County.

Ordinance No. _____

(Adoption of this ordinance would approve an agreement with Precious Hospitality, LLC, an Illinois limited liability company, for planned building and property improvements at 1101 N. Cummings Lane).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH PRECIOUS HOSPITALITY, LLC, AN ILLINOIS LIMITED
LIABILITY COMPANY, FOR BUILDING AND PROPERTY IMPROVEMENTS AT 1101
N. CUMMINGS LANE**

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

Section 1. That the Agreement between the City of Washington, Tazewell County, Illinois, and Precious Hospitality, LLC, an Illinois limited liability company, for the planned building and property improvements at 1101 N. Cummings Lane, 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 _____, 2025.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY,
ILLINOIS, AND PRECIOUS HOSPITALITY, LLC, AN ILLINOIS LIMITED
LIABILITY COMPANY**

Dated: _____

COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM

This COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025, (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 PRECIOUS HOSPITALITY, LLC, an Illinois limited liability company (the “**Developer**”).

RECITALS

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

WHEREAS, the Developer operates a hotel at 1101 N. Cummings Ln., Washington, Illinois 61571, which such property is legally described on **Schedule 1** attached hereto and incorporated herein (the “**Premises**”); and

WHEREAS, on or about June 6, 2025, the Developer submitted an Application for the Program, a copy of which is attached hereto as **Exhibit A**, requesting private grant assistance through the Program to sealcoat and stripe the parking lot and upgrade the site landscaping on the Premises; and

WHEREAS, the Developer desires to sealcoat and stripe the parking lot and upgrade the site landscaping on the Premises pursuant to proposals received by the Developer which are attached hereto as **Exhibit B** (the “**Proposal**”); and

WHEREAS, the project, as set forth on the Proposal, will include the following: sealcoat and stripe the parking lot and upgrade the site landscaping, on the Premises in accordance with the Proposal (collectively, the “**Project**”); and

WHEREAS, the City has deemed the Project eligible for private grant 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

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, 2026 (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 is a limited liability company, existing, and in good standing under the laws of the State of Illinois. The Managers of the Developer are Ashokkumar Patel, Dhaval Patel, and Prasad Patel.

3.2 **Authorization.** The Developer has the authority to conduct business in the State of Illinois. Furthermore, the Developer has the power to enter, and by proper action has been 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 **Project.** The Developer agrees on behalf of itself, its 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: sealcoat and stripe the parking lot and to upgrade the site landscaping.

5.2 **Work.** As set forth above, the Developer agrees to 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.** The Developer, its successors and assigns, covenants as follows while the Project is ongoing:

(1) Developer will promptly and timely pay all applicable taxes on the Premises when due.

(2) In the event that all applicable taxes are not paid by Developer within thirty (30) days from the date said taxes are due and owing, the City may, but is not obligated, make payment of the taxes due and owing on the Premises. The amount so advanced by the City shall be immediately due and owing from the Developer to the City and shall bear interest from the date of payment at the rate of twelve percent (12%) per annum compounded quarterly until paid in full. The City shall have a lien against the Premises for all amounts paid together with interest and all expenses incurred in the recovery of said amounts, including, but not limited to, attorney's fees (as defined in Section 11.8 herein) incurred in collecting said amounts. The City may bring such actions as may be deemed appropriate to enforce payment and/or enforce the lien hereinabove granted against the property. If the City opts not to make the tax payment described in this Section, the City may terminate this Agreement and the Developer shall immediately repay any amounts previously paid by the City hereunder.

5.4 **Exemption from Tax.** Developer covenants for itself, its successors, and assigns, and for all successors and lessees, if any, to the Premises, that it shall not apply for, seek, or authorize any exemption from the imposition of real estate taxes on said Premises without first obtaining the prior written approval of the City, which may be withheld in the City's absolute discretion. Nothing herein contained shall be construed so as to prevent the Developer from contesting the assessment or collection of any taxes under statutory procedure set forth in the

Illinois Compiled Statutes; provided, however, that Developer shall give the City at least fifteen (15) days prior written notice of its intent to contest the assessment or collection of real estate taxes. This paragraph shall not apply after two years have elapsed from the Completion Date.

5.5 Indemnification of the City. So long as the Developer, its successor and assigns maintain a direct ownership interest in the Premises or any part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), the Developer, its 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, its successors and assigns ownership, operation or management of the Project/Premises, or from any work of or thing done by or on behalf of the Developer, its successors or assigns on the Premises, or any work or activity of or on behalf of the Developer, its successors and assigns connected to the Project. The Developer, its 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, its successors and assigns upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer, its 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, its successors and assigns only for such period as the Developer, its successors and assigns maintain a direct ownership interest in the Project, or Premises or part thereof (excluding, for example, a direct interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership 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 its 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 its 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 its 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 its 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 its 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 and actually paid with respect to the Project.

6.2 **Reimbursement for Project Costs.** Subject to all of the conditions set forth herein, including the Reimbursement Cap set forth herein, the City shall reimburse the Developer for actual costs paid with respect to the Project up to fifty percent (50%) of the Estimated Project Cost; provided however, that prior to making such reimbursement, the City shall inspect the Premises and be satisfied, in its reasonable discretion, that the Project has been completed in accordance with this Agreement. 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, 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 Ten Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$10,975) (the "**Reimbursement Cap**").

ARTICLE 7 CONTINUATION OF OPERATIONS

Developer agrees for itself, its successors, and assigns, that after the Project is completed, the Developer will continue to use the Premises for operation as a hotel through two years after the Completion Date.

ARTICLE 8 PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

8.1 **Reserved.**

8.2 **Status of Assignee.** Any successor, assignee, or transferee of the Premises from the Developer under the provisions hereof shall be considered the “**Developer**” for all purposes of this Agreement.

8.3 **No Release of Developer.** Any total or partial transfer of the Premises, with or without the City’s consent, shall not be deemed a release of Precious Hospitality, LLC from any of Developer’s obligations hereunder, or from any conditions or restrictions to which the Developer is subject and same shall remain continuing obligations of Precious Hospitality, LLC, unless expressly released in writing by the City.

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 itself, its successors and assigns, that it 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 except with regard to payment of taxes as provided herein, 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. Ashokkumar Patel 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 E-SIGN 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:

Mark D. Walton
Miller, Hall & Triggs L.L.C
416 Main St., Suite 1125
Peoria, Illinois 61602

Developer at:

Precious Hospitality, LLC
Attn: Ashokkumar Patel
458 Garnet Dr.
Morton, IL 61550

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

DEVELOPER:

By: _____
Lilija Stevens, Its Mayor

By: _____
Ashokkumar Patel, Manager

By: _____
Dhaval Patel, Manager

Attest: _____
Valeri Brod, Its City Clerk

By: _____
Prasad Patel, Manager

SEAL:

**[Signature Page to Commercial Building And Property Improvement Grant Program
Agreement Between The City of Washington, Tazewell County, Illinois, and Precious
Hospitality, LLC, an Illinois limited liability company]**

EXHIBIT A
APPLICATION

CITY OF WASHINGTON, ILLINOIS
APPLICATION FOR COMMERCIAL BUILDING/PROPERTY IMPROVEMENT GRANT PROGRAM
PRIVATE REDEVELOPMENT INCENTIVE APPLICANTS



Applicant name: Ashokkumar Patel
Mailing address: 1101 N Cummings Ln
Daytime Phone: (309) 642-3433

Email Address: precious61571@gmail.com
Correspondence Method: Email

1. **Applicant interest in property:** Owner/Mortgagor
 - **Third-Party (name):**
2. **Property owner name:** Ashokkumar Patel
3. **Business name(s):** Sleep Inn and Suites
4. **Project address or location:** 1101 n Cummings lane, Washington, IL 61571
5. **Property tax ID number(s):** 02-02-15-101-090
6. **Current use of property:** Hospitality Business
7. **Proposed use of property:** Hospitality Business

8. **Choose the applicable project:** Parking lot improvements, Permanent landscaping and/or streetscaping
9. **Describe the nature of work proposed for the property:**
With this grant we want to improve our landscaping and parking lot seal coating and stripping which will definitely improve this corner of the street
10. **Estimated total project cost:** \$21,950
11. **Estimated Start Date:** August 4, 2025
12. **Zoning:** C-3

Applicant signature

Date: June 6, 2025

Property owner signature (if different from applicant)

Date: June 6, 2025

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	2
The proposed project will improve the pedestrian experience (improvements to the parking lots, sidewalks, decorative exterior lighting, etc.)	0-2	2
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	1
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	0
Location		
The property is located adjacent to a prominent traffic corridor or is highly visible	0-4	4

Total Points: 13/24

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

SCHEDULE 1

**Premises
(Legal Description)**

SEC 15 T26N R3W MALLARD CROSSING COMMERCIAL PARK LOT 1, N 19.44 FT LOT
2 & WLY .15 AC TRACT LOT 5 NW 1/4

Commonly known as: 1101 N. Cummings Ln., Washington, Illinois 61571.

PIN: 02-02-15-101-090

SCHEDULE 2
ESTIMATED PROJECT COST

The Estimated Project Cost for the Project by the Developer is \$21,950. A breakdown of the Estimated Project Cost is set forth below:

Description*	Amount
The Project consists of:	
(a) Sealcoat and stripe parking lot	\$8,250.00
(b) Upgrade landscaping	\$13,700.00
TOTAL ESTIMATED PROJECT COSTS	\$21,950.00

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



Zehr Property Maintenance LLC

29011 Lakeland Rd. | Deer Creek, IL 61733
309-253-1828 | zehrmaintenance@gmail.com |
www.zehrpropertymaintenance.com

RECIPIENT:

Dhabal Patel
1101 North Cummings Lane
Washington, Illinois 61571

Quote #5176

Sent on 05/12/2025

Total \$13,700.00

Product/Service	Description	Qty.	Unit Price	Total
Landscape Project	Remove all existing debris from all the existing landscape beds around the property and building. Remove the bushes, rock and plants. Grind the stumps if needed Install new weed fabric, river rock and plants per the design we draw up for you. Approx 12 ton river rock needed for the bed spaces. Create a new bed space around the flagpole area with brick edging, fabric, river rock and plants as well.	1	\$12,500.00	\$12,500.00
Irrigation disclaimer	Zpm is not liable for irrigation line repairs during this process. You will need to have your irrigation company repair the irrigation lines if any damage is incurred during the project.	1	\$0.00	\$0.00
Tree Removal	Remove the 2 dead trees in the yard area per our meeting. Cut the stumps flush, no stump grinding is included within this quote.	1	\$1,200.00	\$1,200.00
Plant Warranty	30 day warranty on plant material. Clients are responsible for watering new plants accordingly.	1	\$0.00	\$0.00
			Total	\$13,700.00

This quote is valid for the next 60 days, after which values may be subject to change.

Signature: _____ Date: _____



Customer Contact:

Dhaval Patel
Sleep Inn & Suite Washington
1101 N Cummings LN
Washington, IL 61571

Contact Information:

Phone: (309) 642-3433
Mobile: (309) 642-3433
E-mail: precious61571@gmail.com

Work Location: # S124911

Sleep Inn & Suites
1101 N Cummings LN
Washington, IL 61571

Dear Dhaval Patel,

Enclosed is our proposal and recommended solution. Based on our current recommendation and your budgetary framework, the investment for this solution is

Total Price \$8,250.00

In our conversation you indicated these to be your top concerns:

Service Requested

EVALUATE

Our office is always available for any questions or concerns you may have.

309-698-9440

or

309-699-7325

Thank You.

We intend to use premium quality materials to complete your project . These materials include:

Parking lot grade Hot rubber sealant

PPS Super Seal 2 Coat

PPS Super Seal Neyra sealer with sand and additive for longer lasting, more durable.

Parking lot Striping

Our combination of products and processes have been shown to last 20% longer than our competitors on average. Knowing our products are installed to strict quality standards will provide you great durability and satisfaction. We guarantee our products and workmanship for up to ONE calendar year.

I will be calling you to answer any further questions!

Hunter



3202 E. Washington St.
East Peoria, IL 61611



Date: Friday, June 6, 2025

Proposal # 2025-0231

Submitted To:
Dhaval Patel
Sleep Inn & Suite Washington
1101 N Cummings LN
Washington, IL 61571
Contact Information:
Phone: (309) 642-3433
Mobile: (309) 642-3433
E-mail: precious61571@gmail.com

Site Description: # S124911
Sleep Inn & Suites
1101 N Cummings LN
Washington, IL 61571

Site Contact:
Site Phone:
Site Email:

Prepared By:
Hunter
Contact Information:
Mobile: 309-339-0340
Office: (309) 698-9440
Hunter@PerduePavementSolutions.com
Project Manager:
Virgil Thrall
Mobile: 309-369-3530
Virgil@PerduePavementSolutions.com

Qty	Proposed Service(s) & Description(s)	Depth
3000 Lr. Ft.	<u>Parking lot grade Hot rubber sealant</u> Service Description <i>Clean vegetation and debris from cracks using heat lance to insure the removal of all dirt, debris and moisture. NOT ASSOCIATED WITH ALLIGATORED AREAS. HOT SEALANT will be injected into the 1/2 inch or greater using hot rubberized crack sealant to insure proper seal against elements. Curb joints are excluded unless otherwise noted.</i>	\$2,100.00
30000 Sq. Ft.	<u>PPS Super Seal 2 Coat</u> Service Description <i>The pavement shall be thoroughly cleaned to remove all dirt and debris. Apply TWO COATS of sealer. (Sealer Mix) 2 pounds of silica sand and a latex additive to be added per gallon of material which will create a durable non slip surface.</i>	\$5,400.00
1 Lump Sum	<u>Parking lot Striping</u> Service Description <i>This includes, all stall lines, arrows ,crosswalks, handicaps, stop bars and any divider drive lines. All stenciling and markings will be applied per existing layout unless otherwise notified ahead of time by owner. Paint will be applied by airless striping machine to assure crisp, neat lines without over spray.</i>	\$750.00



PAYMENT TERMS 0 Down, Balance Net 15

Project Total **\$8,250.00**

SERVICE TERMS PPS is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed.

This proposal may be withdrawn at our option if not accepted within 30 days of Jun 6, 2025

Pavement Consultant Hunter

A handwritten signature in black ink that reads 'Hunter Perdue'. The signature is written in a cursive style with a large 'H' and 'P'.

Accepted Authorized Signature



TERMS, CONDITIONS & GUARANTEE

Perdue Pavement Solutions Inc. hereafter referred to as "PPS"

Asphalt Guarantee

Fully covering labor, and materials against breakup for a period of year(s).

Any request made to "PPS" by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "PPS" shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties.

Sealcoat Guarantee

"PPS" will guarantee sealers (Asphalt emulsions and Blended sealers) from chipping and peeling for a period of 1 year. This guarantee does not include wearing of sealer and adherence of sealer to oil spots, hydraulic spots and tree sap. Guarantee does not cover damage caused by acts of third parties.

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

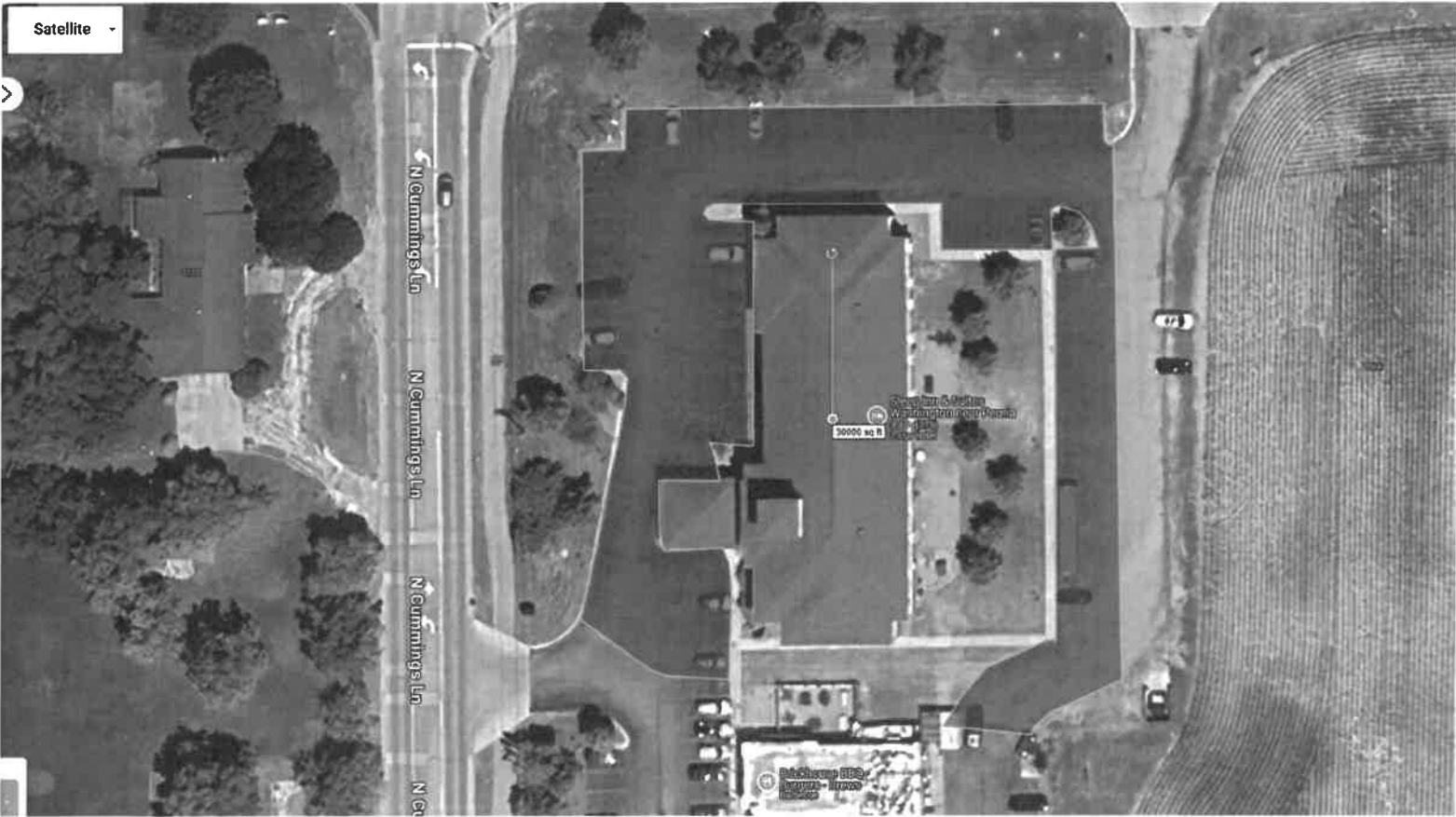
PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

ADDITIONAL CHARGES may become necessary if permit(s), extra equipment time, extra materials, or extra labor would become necessary to complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "PPS" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "PPS" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

Conditions: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "PPS" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize PPS to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____



Washington Commercial Grant Program		
Sleep Inn - 1101 N. Cummings Ln.		
Project Components	Quote 1	Quote 2
Landscaping	\$13,700	\$13,839
Parking Lot Seal Coat/Striping	\$8,250	
TOTAL	\$21,950	