



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 Kristi LaHood Cape Doing Business as Countryside Banquet & Catering

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 Countryside Banquet & Catering project at 659 School Street is as follows:

- The project would replace the front exterior doors and the two sets of side exterior doors. The estimated project cost is \$41,620. Please note that the quote for the side exterior doors replacement only references one set of doors. The business owner, Kristi Cape, has verified that the plan is to replace both sets of those doors and that cost would be double of what is identified on the quote. 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 **\$20,810**.

Fiscal Impact: The City's not-to-exceed expenditure included in the drafted grant agreements for this project would be **\$20,810**.

Action Requested: Approval of the attached agreement with Kristi LaHood Cape Doing Business as Countryside Banquet & Catering for the Countryside 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

659 School Street

Proposed Improvements:

- Replace the front exterior doors
- Replace the two sets of side exterior doors.



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 Kristi LaHood Cape Doing Business as Countryside Banquet & Catering, for planned building and property improvements at 659 School Street).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH KRISTI LAHOOD CAPE DOING BUSINESS AS
COUNTRYSIDE BANQUET & CATERING, FOR BUILDING AND PROPERTY
IMPROVEMENTS AT 659 SCHOOL STREET**

**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 Kristi LaHood Cape Doing Business as Countryside Banquet & Catering, for the planned building and property improvements at 659 School Street, 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 KRISTI LAHOOD CAPE DOING BUSINESS AS COUNTRYSIDE
BANQUET & CATERING**

Dated: _____

COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM AGREEMENT

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 Kristi LaHood Cape d/b/a Countryside Banquet & Catering (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 an event venue and catering business at 659-661 School Street, Washington, Illinois 61571, which such property is legally described on Schedule 1 attached hereto and incorporated herein (the “**Premises**”); and

WHEREAS, Kristi LaHood Cape and Chris Cape (“**Chris**”) jointly own the Premises; and

WHEREAS, on or about June 27, 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 replace two sets of front exterior doors and two sets of side exterior doors on the Premises; and

WHEREAS, the Developer desires to replace two sets of front exterior doors and two sets of side exterior doors on the Premises pursuant to a proposal received by the Developer which is attached hereto as Exhibit B (the “**Proposal**”); and

WHEREAS, the project, as set forth on the Proposal, will include the replacement of two sets of front exterior doors and two sets of side exterior doors on the Premises (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

WHEREAS, Chris has 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, 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 owns and operates Countryside Banquet & Catering 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, 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: replace two sets of front exterior doors and replace two sets of side exterior doors. Chris is a party to this Agreement only to ratify and confirm that he has authorized the Project on the Premises.

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 Twenty Thousand Eight Hundred Ten and 00/100 Dollars (\$20,810.00) (the "**Reimbursement Cap**").

ARTICLE 7 CONTINUATION OF OPERATIONS

Developer agrees for herself, her successors, and assigns, that after the Project is completed, the Developer will continue to use the Premises for operation as an event venue and catering business 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 Kristi LaHood Cape d/b/a Countryside Banquet & Catering 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 Kristi LaHood Cape d/b/a Countryside Banquet & Catering 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. Kristi LaHood Cape 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:
Mark D. Walton
Miller, Hall & Triggs L.L.C
416 Main St., Suite 1125
Peoria, Illinois 61602

Developer at: Kristi LaHood Cape
659-661 School Street
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

DEVELOPER:

By: _____
Lilija Stevens, Its Mayor

By: _____
Kristi LaHood Cape, doing business
as Countryside Banquet & Catering

Attest: _____
Valeri Brod, Its City Clerk

SEAL:

ACKNOWLEDGED AND ACCEPTED:

Chris Cape

**[Signature Page to Commercial Building And Property Improvement Grant Program
Agreement Between The City of Washington, Tazewell County, Illinois, and Kristi LaHood
Cape doing business as Countryside Banquet & Catering]**

EXHIBIT A
APPLICATION

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



Applicant name: Kristi LaHood Cape
Mailing address: 659 School Street
Daytime Phone: (309) 745-5032

Email Address: klahood@comcast.net
Correspondence Method: Email

1. **Applicant interest in property:** Owner/Mortgagor
 - **Third-Party (name):**
2. **Property owner name:** Kristi LaHood Cape
3. **Business name(s):** Countryside Banquet & Catering
4. **Project address or location:** 659 School Street
5. **Property tax ID number(s):** 02-02-20-400-014
6. **Current use of property:** Catering and venue
7. **Proposed use of property:** catering and venue
8. **Choose the applicable project:** Window/door replacements
9. **Describe the nature of work proposed for the property:** replace the front exterior doors and the two sets of side exterior doors.
10. **Estimated total project cost:** \$41,620
11. **Estimated Start Date:** September 15, 2025
12. **Zoning:** C-3

Applicant signature

Date: June 27, 2025

Property owner signature (if different from applicant)

Date: June 27, 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	3
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: 14/24

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 20 T26N R3W 3.38 AC TRACT IN NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ ALSO TRACT N-2; ALSO TRACTS
1, 2, & 3 SE $\frac{1}{4}$

Commonly known as: 659-661 School Street, Washington, Illinois 61571.

PIN: 02-02-20-400-014

SCHEDULE 2
ESTIMATED PROJECT COST

The Estimated Project Cost for the Project by the Developer is \$41,620. A breakdown of the Estimated Project Cost is set forth below:

Description*	Amount
The Project consists of:	
(a) Replace front entry doors	\$15,650
(b) Replace side entry doors	\$25,970
TOTAL ESTIMATED PROJECT COSTS	\$41,620

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



2400 SW Adams Street
Peoria, IL 61602
Phone: 309-676-3573
www.kellyglass.com

PROPOSAL SUBMITTED TO:
ATTENTION:
JOB NAME:
JOB LOCATION:

Countryside Banquet
Kristi LaHood
Main Entry Door Replacement
659 School St, Washington

We propose to furnish and install the following per your request and our jobsite meeting:

Main Entry Door Replacement – Rim Panics

- (1) Pair of Kawneer #190 narrow stile aluminum doors. 6'0" x 7'0"
- (1) Kawneer #450 immediate aluminum storefront frame. approx. 6'4" x 7'2"
- Aluminum door hardware to be provided as follows:
 - 1 ½ pair Kawneer ball bearing butt hinges
 - Kawneer 1786 rim panic exit devices with (1) center removable mullion
 - Kawneer keyed cylinder at exterior
 - Precision 615RWP surface mounted closers
 - Kawneer 1" diameter pull handles
 - ADA compliant low-rise aluminum threshold
 - Kawneer Sealair weatherstripping
- Aluminum finish to be Kawneer #22 black painted finish
- Glazing to be 1" clear tempered insulated safety glass with low-e coating and Argon
- Perimeter sealants adjacent to our aluminum systems are included
- Removal and disposal of existing doors are included
- Owner is responsible for reworking the interior wood trim and exterior metal siding trim as may be required
- New doors will meet all current life-safety, energy, and ADA codes
- A 50% deposit will be required prior to ordering materials

We propose to furnish material, labor, and tax: complete in accordance
with the above specifications for the sum of:

\$7,950.00 Each
Total for (2): \$15,650.00

PROPOSAL SUBMITTED BY: Red Antrim DATE: 5/16/25

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED ON PROPOSAL. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. NO WARRANTY FOR GLASS BREAKAGE UNLESS DIRECTLY CAUSED BY KGI. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE AMOUNT QUOTED. GLASS LABELS AND FABRICATION MARKINGS WILL BE REMOVED BY KGI. FINAL CLEANING OF GLASS AND ALUMINUM ARE NOT INCLUDED. COMPLETION DATES ARE NOT GUARANTEED AND ARE CONTINGENT UPON STRIKES, ACCIDENTS, OR ANY OTHER DELAYS BEYOND OUR CONTROL. KGI IS NOT RESPONSIBLE FOR ANY PERMITS OR BUILDER'S RISK INSURANCE THAT MAY BE REQUIRED. KGI WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 10 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. THE UNDERSIGNED AUTHORIZES KGI TO DO THE WORK AS SPECIFIED ON PROPOSAL. PAYMENT FOR MATERIALS IS REQUIRED UPON DELIVERY TO KGI. PAYMENT FOR SERVICES IS REQUIRED AT TIME OF COMPLETION OF SAID SERVICES, UNLESS OTHERWISE STIPULATED BELOW. THE UNDERSIGNED AGREES TO PAY ALL LEGAL FEES AND EXPENSES NECESSARY TO COLLECT ANY BALANCE DUE ON THIS ACCOUNT AND TO PAY A SERVICE FEE OF 1.5% PER MONTH ON ALL PAST DUE BALANCES.

SIGNATURE: _____

DATE: _____



2400 SW Adams Street
Peoria, IL 61602
Phone: 309-676-3573
www.kellyglass.com

PROPOSAL SUBMITTED TO:
ATTENTION:
JOB NAME:
JOB LOCATION:

Countryside Banquet
Kristi LaHood
Kitchen Entry Door Replacement
659 School St, Washington

We propose to furnish and install the following per your request and our jobsite meeting:

Kitchen Entry Door Replacement - Rim Panics

- (1) Pair of steel flush doors with half glass vision lites. 6'0" x 7'0"
- (1) Immediate steel storefront frame. approx. 6'4" x 7'2"
- Door hardware to be provided as follows:
 - 1 1/2" pair ball bearing butt hinges
 - Rim panic exit devices with (1) center removable mullion
 - Keyed cylinder at exterior
 - 1" Diameter pull handles
 - ADA compliant low-rise threshold
 - Weathersstripping and sweeps
- Finish to be black painted finish
- Glazing to be 1" clear tempered insulated safety glass with low-e coating and Argon
- Perimeter sealants adjacent to our systems are included
- Removal and disposal of existing doors are included
- Owner is responsible for reworking the interior wood trim and exterior metal siding trim as may be required
- A 50% deposit will be required prior to ordering materials

We propose to furnish material, labor, and tax: complete in accordance with the above specifications for the sum of:

\$12,985.00

PROPOSAL SUBMITTED BY: *Rod Antrim* DATE: 5/16/25

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED ON PROPOSAL. ALL WORK IS TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. NO WARRANTY FOR GLASS BREAKAGE UNLESS DIRECTLY CAUSED BY KGI. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDER AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE AMOUNT QUOTED. GLASS LABELS AND FABRICATION MARKINGS WILL BE REMOVED BY KGI. FINAL CLEANING OF GLASS AND ALUMINUM ARE NOT INCLUDED. COMPLETION DATES ARE NOT GUARANTEED AND ARE CONTINGENT UPON STRIKES, ACCIDENTS, OR ANY OTHER DELAYS BEYOND OUR CONTROL. KGI IS NOT RESPONSIBLE FOR ANY PERMITS OR BUILDER'S RISK INSURANCE THAT MAY BE REQUIRED. KGI WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION INSURANCE.

NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. THE UNDERSIGNED AUTHORIZES KGI TO DO THE WORK AS SPECIFIED ON PROPOSAL. PAYMENT FOR MATERIALS IS REQUIRED UPON DELIVERY TO KGI. PAYMENT FOR SERVICE IS REQUIRED AT TIME OF COMPLETION OF SAID SERVICES UNLESS OTHERWISE STIPULATED BELOW. THE UNDERSIGNED AGREES TO PAY ALL LEGAL FEES AND EXPENSES NECESSARY TO COLLECT ANY BALANCE DUE ON THIS ACCOUNT AND TO PAY A SERVICE FEE OF 1.5 % PER MONTH ON ALL PAST DUE BALANCES.

SIGNATURE: _____

DATE: _____

Washington Commercial Grant Program			
Countryside Banquet & Catering - 659 School St.			
Project Components	Quote 1	Quote 2	
Main Entry Doors Replacement	\$15,650		
Kitchen Entry Doors Replacement	\$25,970		
TOTAL	\$41,620		