



## CITY OF WASHINGTON, ILLINOIS

### City Council Agenda Communication

**Meeting Date:** August 4, 2025 (First Reading)  
August 18, 2025 (Second Reading)

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

**Agenda Item:** First and Second Reading Ordinances – 101 Washington Square TIF Redevelopment Agreement

**Explanation:** Josie Wells, representing Washington Square Condominium North Unit Owners Association, previously submitted an application for TIF assistance to complete an exterior building improvement project at 101 Washington Square. (Note: The building contains several addresses, as it houses multiple businesses. This memo and the attached redevelopment agreement reflect 101 Washington Square as the property address.) This building, often referred to as the Denhart Building, houses W Down Under, Faire Coffee, Cornerstone Inn, Country Insurance, and Lucky Charlie. The building was constructed in 1872 and is part of the Square Historic District, though the proposed improvement would not require a Certificate of Appropriateness because it is out of public view.

The exterior improvement will consist of the removal and replacement of roughly the back half of the roof. Roof replacements are eligible for TIF assistance provided that private insurance would not cover the cost. Ms. Wells has indicated that her insurance will not cover this work. The same reinforced thermoplastic membrane material would be utilized as is in place with the current roof. It is anticipated that the work will take about 10 days to complete. Ms. Wells previously obtained two quotes for this work. The lower of those two quotes from BlueSky totals \$75,927.08. More recently, Ms. Wells obtained a quote from River City Roofing (attached) that totals \$48,000. That quote is reflected in the redevelopment agreement.

The City has assisted with TIF funding for several projects on this building over the last 20+ years. This proposal would be the first request for financial assistance that has included roof repairs or replacement on this building since 2004. The front half of the roof was replaced in late 2019 but TIF did not aid with that project. Below is a brief summary of the most recent TIF projects involving the Dehart Building:

- In 2020, interior improvements were completed for Faire Coffee at 101 N. Main. The TIF Fund contributed 40% and \$11,200 of the actual project costs.
- In 2021, interior and exterior improvements were completed for Country Financial (Jake Webber) at 105 Washington Square. The TIF Fund contributed 40% and \$67,710 of the actual project costs.

**Fiscal Impact:** Staff projects that the TIF Fund currently has approximately \$396,000 remaining. The maximum possible payout for the remainder of the Grist Mill Ventures TIF redevelopment agreement at 140 Washington Square is approximately \$188,000 through December 31, 2025. The first payment of \$116,667 for the 120 Walnut project will be due within 60 days following its completion and subsequent equal payments would be due 12 and 24 months following the initial payment. If the maximum possible payout for the 140 Washington Square project is made and the initial payment for the 120 Walnut project is made within the current fiscal year, the TIF Fund would have approximately \$185,000 at the end of FY 25-26 including projected property tax and interest revenue.

This was the second project submitted since the adoption of the TIF/private development projects scoring model. The intention with the matrix is to provide a quantifiable recommendation for the use of incentives towards private redevelopment projects. It places more ranking emphasis on

exterior renovations and retail uses that generate sales tax. The matrix provides a recommended not-to-exceed financial contribution based on its accumulated point total. This project scored 38.19, which placed it in the lowest funding tier and a recommendation of a subsidy of 20% for the exterior improvements. This would result in a not-to-exceed subsidy amount of \$9,600 if the Council chooses to utilize the scoring slotting. The Council can use its own discretion to set its own subsidy amount or percentage depending on the particular project.

**Action Requested:** Staff requests approval of the attached redevelopment agreement. The Council gave direction at the April Committee of the Whole meeting to proceed with the eventual approval with the 20% subsidy. The agreement is drafted to provide two payments. The first, with a 75% total payment, would be paid within 60 days after the project has been completed and the submittal of all invoices. The remaining 25% would be paid one year later. A first reading ordinance is scheduled for the August 4 Council meeting and a second reading will be scheduled for the August 18 meeting.

**Ordinance No. \_\_\_\_\_**

(Adoption of this ordinance would approve a TIF redevelopment agreement with Washington Square Condominium North Unit Owners Association for the redevelopment of 101 Washington Square).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
AN AGREEMENT FOR PRIVATE DEVELOPMENT WITH WASHINGTON SQUARE  
CONDOMINIUM NORTH UNIT OWNERS ASSOCIATION FOR THE  
REDEVELOPMENT OF A PORTION OF THE DOWNTOWN TAX INCREMENT  
REDEVELOPMENT PROJECT AREA**

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

**Section 1.** That the Agreement for Private Redevelopment between the City of Washington, Illinois, and Washington Square Condominium North Unit Owners Association for the redevelopment of a portion of the Downtown Tax Increment Redevelopment Project Area, 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

**AGREEMENT FOR PRIVATE REDEVELOPMENT BETWEEN THE CITY OF  
WASHINGTON, TAZEWELL COUNTY, ILLINOIS & WASHINGTON SQUARE  
CONDOMINIUM NORTH UNIT OWNERS ASSOCIATION**

**Dated:** \_\_\_\_\_

**CITY OF WASHINGTON  
REDEVELOPMENT AGREEMENT**

This AGREEMENT (this “**Agreement**”) 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**”), and the Washington Square Condominium North Unit Owners Association (“**Association** or “**Developer**”).

**R E C I T A L S**

**WHEREAS**, the City has adopted a redevelopment project area known as the Downtown Square Redevelopment Project Area (the “**Redevelopment Project Area**”) also referred to herein as “**the TIF District**” located in the City, pursuant to, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, (hereinafter referred to as the “**Act**”); and

**WHEREAS**, pursuant to the Act, the City has adopted a Redevelopment Plan (hereinafter referred to as the “**Plan**”) pertaining to the redevelopment of the Redevelopment Project Area, a copy of said Plan is on file with the City Clerk of the City; and

**WHEREAS**, the Developer, consistent with the objectives of the Plan, intends to redevelop real property within the TIF District, described on Schedule 1 attached hereto and incorporated herein (the “**Project Site**”) commonly known as 101 Washington Square, Washington, Illinois, which such Project Site is currently utilized as a mixed-use development for the continuation of retail space, short-term rentals, and office space, with such redevelopment intentions being more fully described in Article 5 herein (the “**Project**”); and

**WHEREAS**, it is necessary to redevelop the Project Site in order to arrest the economic and physical decline of the Redevelopment Project Area, and to promote a policy of stabilization and revitalization not only in the Redevelopment Project Area, but also in the surrounding area of the City; and

**WHEREAS**, the City believes the redevelopment of the Project Site pursuant to the Plan is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

**WHEREAS**, to support the Developer’s redevelopment of the Project Site, the City is willing to provide the Developer the incentives as set forth in this Agreement; and

**WHEREAS**, the Developer agrees to advance certain funds of its own to construct the Project; and

**WHEREAS**, both the City and Developer expressly agree that any incentives provided in accordance with the Act shall be used only for eligible redevelopment project costs as defined in the Act; and

**WHEREAS**, it is expressly determined herein that the development of the Project is intended for a public purpose in compliance with the Act; and

**WHEREAS**, without the incentives provided by the City as set forth in this Agreement, the Developer would not develop 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 exterior improvements to a mixed-use commercial development 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 ACQUISITION OF PROJECT SITE AND CONSTRUCTION OF THE PROJECT**

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

**2.1.1 Commencement of the Project.** Developer shall commence the redevelopment of the Project Site on or after August 19, 2025.

**2.1.2 Completion of the Project.** The Developer shall complete the Project by November 30, 2025. 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. The City shall not provide any payment to the Developer if the Project is not completed by November 30, 2025, unless the City Council grants a limited extension of that date for its completion, at the City Council’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, 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.** All arrangements for utilities must be made by the Developer with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site.

### **ARTICLE 3 REPRESENTATIONS OF THE DEVELOPER**

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

3.1 **Organization.** The Association is a property owners association comprised of the owners of units at the Washington Square Condominium North, pursuant to the Declaration of Condominium Ownership & By-Laws for Washington Square Condominium North, dated June 17, 2022, and recorded in the Tazewell County Records' Office, as Document No. 2022-0000-9478.

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 of the Board of Managers of the Association has been duly authorized to execute, deliver, and perform, 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 the Developer's organizational documents or 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 construction and redevelopment of the Project Site and Project, respectively, as of the Effective Date.

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

### **ARTICLE 4 [Intentionally Omitted]**

### **ARTICLE 5 DEVELOPER'S COVENANTS**

5.1 **Redevelopment Project.** The Developer agrees on behalf of itself, its successors or assigns, to redevelop the Project on the Project Site as described in this Agreement. The existing building on the Project Site will continue as retail space, short-term residential units, and office space. The plans for the Project and Project Site are attached hereto as Schedule 3 and by reference

expressly made a part hereof (the “**Plans and Specifications**”). Construction of the Project shall be in substantial compliance with the Plans and Specifications. Any exterior changes in the Plans and Specifications may only be modified or revised with the City Administrator’s prior written approval.

**5.2 Redevelopment Work.** As set forth above, the Developer agrees to redevelop the Project Site in accordance with the Plans and Specifications as detailed on Schedule 3.

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

**5.3 Reserved.**

**5.4 Reserved.**

**5.5 Indemnification of the City.** The Developer shall protect, indemnify, save and keep harmless the City and the City's officers, agents, servants and employees against and from all damages, suits, liability, claims, loss, cost, or expense (including court costs and reasonable attorneys' fees) arising out of or from any work performed on the Project and Project Site and/or any of the Developer’s activities on the Project Site. The aforesaid indemnity shall include, without limitation, any damages, suits, liability, claims, loss, cost or expense (including court cost and reasonable attorneys’ fees) arising from any alleged violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and/or any similar statute, rule or regulation relating to the hiring and payment of laborers

**5.5.1. Insurance.** Prior to the commencement of the redevelopment of the Project, the Developer covenants to provide the City with an insurance certificate indicating that the Developer and the Project Site are covered by commercial liability insurance limits in an amount to be approved by the City. The City shall be named as an additional insured within the insurance certificate. 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 to the City prior to a cancellation or lapse of the policy. The Developer cannot commence construction of the Project without such insurance. Any such policy shall remain in full force and effect until December 31, 2030.

**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, upgrading, 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.

**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 acknowledges that the Illinois Department of Labor currently takes the following position as a matter of its enforcement policy related to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*):

Funds received from Tax Increment Financing do not qualify as “public funds”. A private project that is funded by means of TIF financing, whether via credits, reimbursement of eligible expenses through a TIF, or direct payments from the TIF, is not covered by the Prevailing Wage Act unless it also receives funding from another source which does qualify as public funds. However, if a project is undertaken by a public body, whether it is a governmental body or an institution supported in whole or in part with public funds, it will be subject to the Act. (Website for Illinois Department of Labor; October 18, 2023).

Neither the Developer nor the City intend for the Prevailing Wage Act to apply to the Project. The City makes no representation as to any such application of the Prevailing Wage Act to the Project. Any failure by Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed an “Event of Default” under this Agreement. Notwithstanding the foregoing sentence, Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions, and pursuant to Section 5.5, shall provide indemnification to the City for any claims against it that arise under the Prevailing Wage Act.

**5.8 Project Subject to Plan and Agreement.** Developer agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in the Plan and this Agreement.

**5.9 Liens.** Developer shall promptly pay when due the entire cost of any work in the Project Site undertaken by Developer so that the Project Site 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 Project Site, and the Developer’s records within seven (7) business days of the City’s request to conduct such an inspection.

**ARTICLE 6**  
**CITY'S OBLIGATIONS – TIF REIMBURSEMENT INCENTIVE**

6.1 **Conditions Precedent to TIF Reimbursement Incentive.** The City's obligation to make the reimbursement in accordance with the Act as set forth in 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 reimbursement of eligible "**Redevelopment Project Costs**" as defined within the meaning of the Act (65 ILCS 5/11-74.4-3(q)), except that acquisition fees and professional service fees associated with the Project shall not be reimbursed hereunder. Schedule 4 attached hereto and incorporated herein identifies the Redevelopment Project Costs that are eligible for reimbursement hereunder, subject to the cap as identified herein.

6.2 **TIF Reimbursement for Qualified Redevelopment Project Costs.**

6.2.1 **TIF Reimbursement.**

- (a) In accordance with the Act and subject to Section 6.2.3 and all of the conditions set forth in this Agreement, the City shall reimburse the Developer for its Redevelopment Project Costs up to Seven Thousand Two Hundred Dollars (\$7,200.00) from the Special Tax Allocation Fund (Fund #208) for the Project Area (the "**TIF General Account**") within 60 days after completion of the Project; provided however, that prior to making such reimbursement, the City shall inspect the Project Site and be satisfied, in its reasonable discretion, that the Project has been completed as represented.
- (b) The City shall further reimburse the Developer for its Redevelopment Project Costs up to Two Thousand Four Hundred Dollars (\$2,400.00) one year after completion of the Project.
- (c) Any reimbursement hereunder from the TIF General Account to the Developer shall not exceed the amount of Nine Thousand Six Hundred Dollars (\$9,600.00). Upon payment to the Developer of up to Nine Thousand Six Hundred Dollars (\$9,600.00) as described herein, the City shall have no further obligation for payment or otherwise to the Developer.

The amount paid under this Section 6.2.1 shall be referred herein as the "**TIF Reimbursement**"

6.2.2 **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 directly from the TIF General Account a sum not to exceed the certified cost, in accordance with the conditions set forth in this Agreement.

6.2.3 **Obligation for Reimbursement.** The City's obligation to pay any of the above-stated costs shall not arise until and unless the following shall first occur:

- (a) Sufficient funds are available and on deposit in the TIF General Account for the Project Site. If there are not sufficient funds in the TIF General Account for the Project Site to pay all the Redevelopment Project Costs in accordance with the timelines set forth herein, any shortfall shall be an obligation that is carried over from year to year until sufficient funds generated by the TIF District become available in the TIF General Account, if ever.
- (b) The Developer shall document Redevelopment Project Costs to the reasonable satisfaction of the City by submitting invoices and the certified forms to the City Administrator in substantially the form of Schedule 5, which is attached hereto and incorporated hereunder.

The City's obligation hereunder is a limited obligation to be paid solely from the TIF General Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against the City's general credit or taxing power.

## **ARTICLE 7 PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

7.1 **Status of Assignee.** Any successor, assignee, or transferee of the Project or the Project Site from the Developer under the provisions hereof shall be considered the "**Developer**" for all purposes of this Agreement.

7.2 **No Release of Developer.** Any total or partial transfer of the Project or the Project Site, with or without the City's consent, shall not be deemed a release of the Developer from any of their obligations hereunder, or from any conditions or restrictions to which the Developer is subject, unless the Developer is expressly released in writing by the City.

## **ARTICLE 8 DEFAULT AND REMEDIES**

8.1 **Event of Default.** The following shall be events of default ("**Event of Default**") with respect to this Agreement:

8.1.1 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;

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

8.1.3 Any other specific breach identified herein.

## **8.2 Remedies of Default or Bankruptcy.**

8.2.1 **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.

8.2.2 **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 Redevelopment Project Costs, 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.

8.2.3 **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, including Redevelopment Project Costs, together with all Developer's reasonable attorneys' fees (as defined in Section 11.8 herein), court costs and costs of collection. The City's payment obligation as set forth in this Section for Redevelopment Project Costs is limited to eligible Redevelopment Project Costs, as defined within the Act, which shall not include acquisition fees or professional service fees incurred by the Developer, and which such Redevelopment Project Costs have actually been incurred by the Developer as of the date of default

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

**8.3.1 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.

**8.3.2 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.

**8.3.3 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, 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 Project Site for redevelopment, or the beginning and completion of construction 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 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 construction of the Project shall be extended for the period of the enforced delay (a “**Force Majeure Event**”). 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 9**

### **[Intentionally Omitted ]**

## **ARTICLE 10 GENERAL PROVISIONS**

### **10.1 Authorized Representatives.**

10.1.1 **Developer.** The Developer has designated Josie Wells, as the authorized representative, who shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Developer in accordance with the notice provisions hereof.

10.1.2 **City.** The City designates the City Administrator as the authorized representative, who shall communicate with the Developer on behalf of the City in accordance with the notice provisions hereof. 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.

10.2 **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.

10.3 **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.

10.4 **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.

10.5 **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.

10.6 **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.

**10.7 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.

**10.8 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.

**10.9 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.

**10.10 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.

**10.11 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.

**10.12 Reserved.**

**10.13 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.

**10.14 Notices.** Any written notice, demand, or Requisition for Reimbursement hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) email with confirmation by first-class mail or (c) certified mail, return receipt requested at the following addresses:

**To the City at:**  
City of Washington  
Attn: City Administrator  
301 Walnut St.  
Washington, IL 61571  
[dcarr@ci.washington.il.us](mailto:dcarr@ci.washington.il.us)

**With a copy to:**  
Mark Walton  
Miller, Hall & Triggs, LLC  
416 Main St., Suite 1125  
Peoria, Illinois 61602  
[mark.walton@mhtlaw.com](mailto:mark.walton@mhtlaw.com)

**Developer at:**

Washington Square Condominium  
North Unit Owners Association  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

Email: \_\_\_\_\_

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 mailed, 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.

**[SIGNATURE PAGE TO FOLLOW]**



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

**CITY OF WASHINGTON,  
Illinois municipal corporation,**

**WASHINGTON SQUARE  
CONDOMINIUM NORTH UNIT  
OWNERS ASSOCIATION**

By: \_\_\_\_\_  
Lilija Stevens, Its Mayor

By: \_\_\_\_\_, President  
Board of Managers of the  
Washington Square Condominium  
North Unit Owners Association

Attest: \_\_\_\_\_  
Valeri Brod, Its City Clerk

SEAL:

**[Signature Page to Agreement for Private Redevelopment Between The City of  
Washington, Tazewell County, Illinois, and Washington Square Condominium Unit  
Owners Association]**

**SCHEDULE 1**

**PROJECT SITE  
(Legal Description)**

Washington Square Condominium North, as delineated on Plat of Survey recorded in the Office of the Tazewell County Recorder of Deeds, on April 20, 2022, in Plat Book QQQ, Page 34, as Document No. 202200005798, and Plat of Survey recorded June 21, 2022 in Plat Book QQQ, Page 50, as Document No. 2022-00009126.

PINS: 02-02-241-039 thru -044

**SCHEDULE 2**  
**ESTIMATED PROJECT COST**

The Estimated Project Cost for complete development of the Project Site by the Developer is \$48,000.00. A breakdown of the Estimated Project Cost is set forth below:

| <b>Description</b>                         | <b>Amount</b> |
|--|---------------|
| Exterior Redevelopment of the Project Site | \$48,000.00   |

|                               |             |
|-------------------------------|-------------|
| TOTAL ESTIMATED PROJECT COSTS | \$48,000.00 |
|-------------------------------|-------------|

**SCHEDULE 3**

**PLANS AND SPECIFICATIONS FOR THE PROJECT AND PROJECT SITE**

[TO BE INSERTED BY DEVELOPER]

**SCHEDULE 3**

**PLANS AND SPECIFICATIONS FOR THE PROJECT AND PROJECT SITE**

[TO BE INSERTED BY DEVELOPER]

RIVER CITY ROOFING CO

# JOB PROPOSAL & CONTRACT

*River City*  
**ROOFING**

IL Lic. # 104.015025



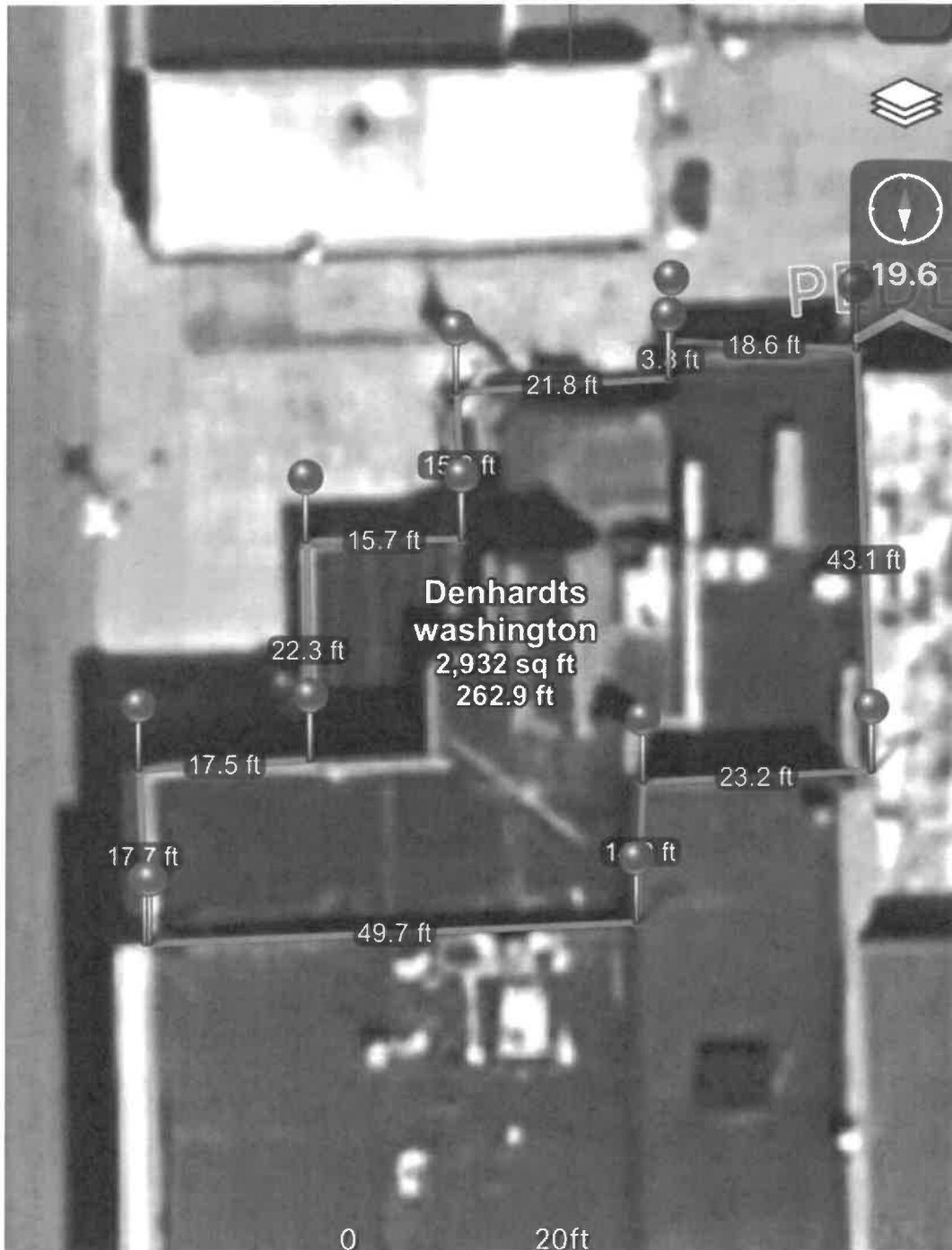
## CORNERSTONE INN

7/17/25

111 North Main Street  
Washington, IL 61571

Tim Garrison  
6000 West Plank Road  
Peoria, IL 61604  
Phone: 309-303-2890  
Email: [Tim@Rivercityroofs.com](mailto:Tim@Rivercityroofs.com)  
Fax: (309)-697-9998  
[WWW.RiverCityRoofs.com](http://WWW.RiverCityRoofs.com)

# Area Detailed in Proposal



The following proposal is for work that will be completed in a substantial and professional manner for the sum described, plus any options selected by the customer as described below. Any alterations or deviations from the work outlined below will be performed only upon direction of the customer, and the customer agrees to pay River City Roofing standard charges for such work.



IL Lic. # 104.015025

We are: ☒ Licensed ☒ Insured ☒ Factory Trained ☒ Factory Certified Installers

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## Roofing Specifications

- Remove and replace all roof sections, except for the entrance roof.
- Entrance roof will be prepared for layover.
- Remove the entire roofing system down to existing decking.
- Inspect decking and replace as needed at time and material.
- Remove and reinstall existing coping.
- Remove skylight.
- Install tapered crickets as needed for positive drainage.
- Install 1.5" polyisocyanurate insulation mechanically attach to existing decking.
- Install 60 mil TPO membrane (Color: White) fully adhered to new polyisocyanurate insulation.
- Install metal edge and gravel stop where needed.
- All seams and flashings to be secured per manufacturer's specs.
- Install new membrane flashings on all protrusions.

**\*Any framing or masonry work that arises will be on a time and material basis.\***

## Additional Options

- Install new skylight: \$1,200.00
- Install an additional 2" layer of polyisocyanurate insulation (R-12): \$7,200.00



### Exclusions

- Any electrical, HVAC, or plumbing work, either known or unforeseen maintenance needed to adequately install the new roof system to meet warranty specs, is to be performed by others, at the owners expense.
- Any additional penetrations through the roof assembly and/or substrate.
- Repairs to asphalt and/or concrete damaged by others prior to construction
- Soffit, fascia, and gutter replacement and/or attachment.
- Fascia boards and rafters.
- Masonry work needed

### General Items

- River City Roofing will conduct a pre-construction walk with the Property Manager to determine areas of concern having to do with construction and safety.
- Material and equipment staging areas will be identified in addition to establishing areas of consideration that will need to be addressed daily during the construction process.
- The Project Manager will be on site at all times overseeing daily operations and ensuring that safety standards are being met and maintained.
- Communication of working days lost to weather will be communicated digitally twenty-four hours in advance.
- Pricing dependent on adequate results from a pull test and moisture test.
- Pricing is valid for 30 days.

**Total Contract Price: \$ 48,000.00 (with No Additional Options)**

**Contractor:** Tim Garrison **Date:** 7/17/25

**Property Representative:** Joe T. Warr **Date:** 07/21/25

## **Contract Conditions**

### **Proposal Contingencies:**

- This contract is subject to change unless acceptance is made within ten (10) days of date of issue.
- All agreements contingent upon strikes, floods, accidents, fires, or other delays beyond the control of the roofing contractor.
- In the event that payment is not made when due, buyer agrees to pay interest at a rate of 5% per month or the maximum legal rate including attorney fees and other costs for collection.
- All guarantees and warranties on products and services are with the original owner unless otherwise specified.
- Any alteration or deviation from the plans and specifications involving extra costs will be agreed upon in verbal or written format prior to performance of additional work.
- All materials to be as specified and work conducted in a workmanlike fashion.

### **Structural Concerns:**

- Contractors scope of work shall not include the detection, abatement, encapsulation, or removal of asbestos or similar hazardous substances. Contractor has the right to discontinue work if and when hazardous materials are discovered. Contractor shall be entitled to receive compensation for changes in scope of work or lengthy delays encountered as a result of hazardous materials as detailed above.
- Contractor not responsible for structural soundness and shall have no liability whatsoever for the failure of the supporting structure to support men, materials, equipment, ice, snow, and water whether it is occurred before, during, or after the outlined work.
- Contractor is not responsible for detecting or repairing and decking that is not level or even due to structural deficiencies (unless otherwise specified).
- Contractor not responsible for interior damages resulting from structural deficiencies as outlined above.

### **Insurance:**

- The buyer shall carry insurance consisting of Fire and Vandalism to protect the contractor until the work is completed.
- Contractor to carry insurance listed in the agreement.
- All city, state, county licenses to be held by contractor.

### **Permits:**

- Owner authorizes Contractor to obtain any and all permits necessary for the outlined work.

### **Financing:**

- Financing available upon request

### **Other Contingencies:**

- Homeowner is responsible for any issues or problems with satellite dishes.
- Existing skylights not replaced by River City Roofing Co. are not covered under workmanship warranty, unless otherwise specified.
- River City Roofing Co. is not responsible for any existing gutter guards that are not replaced at the time of installation.

**SCHEDULE 4**  
**REDEVELOPMENT PROJECT COSTS ELIGIBLE FOR REIMBURSEMENT**

| <u>Exterior Work</u> | <u>Estimated Cost</u> |
|----------------------|-----------------------|
| Roof replacement     | \$48,000.00           |
| <b><u>Total</u></b>  | <b>\$48,000.00</b>    |

**SCHEDULE 5**

**REQUISITION FOR REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS  
PURSUANT TO THE ACT**

Washington Square Condominium North Unit Owners Association (the “**Developer**”) does hereby certify to the City of Washington, an Illinois home-rule municipal corporation (the “**City**”) as follows:

1. That it has paid the following parties the following amounts for the items listed below, each of which constitutes “**Redevelopment Project Costs**” as defined in the **Agreement for Private Redevelopment Between The City of Washington, Tazewell County, Illinois, and Washington Square Condominium North Unit Owners Association**, dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”).

| <u>Party Paid</u> | <u>Redevelopment Project Cost</u> | <u>Amount</u> |
|-------------------|-----------------------------------|---------------|
| _____             | _____                             | _____         |
| _____             | _____                             | _____         |
| _____             | _____                             | _____         |
| _____             | _____                             | _____         |

2. That it requests a payment in the total amount of \$ \_\_\_\_\_ pursuant to the above referenced Agreement.

3. The undersigned hereby certifies and swears under oath that the following statements are true and correct:

- a. The costs referenced above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the City Municipal Code; and
- b. The costs paid or to be paid, as set forth in this Requisition for Reimbursement, represent a part of the funds due and payable for Developer’s Redevelopment Project Costs; and
- c. The expenditures for which amounts are requested represent proper Redevelopment Project Costs as defined in the Agreement and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*); and

- d. The expenditures for which amounts are requested have not been included in any previous Requisition for Reimbursement, have been properly recorded on the Developer's books, are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
- e. The amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- f. The Developer is not in default under the Agreement, and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement; and
- g. Any violation of this oath shall constitute a material breach of the Agreement and shall be cause for the City to unilaterally and immediately terminate the Agreement.

4. Attached hereto are copies of invoices and proof of payment of such invoices, including cancelled checks and/or any lien waivers (to the extent applicable) relating to all items for which reimbursement is being requested.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to be the person described in and who executed the foregoing instrument and acknowledged that he/she is the \_\_\_\_\_ [Position] of \_\_\_\_\_ [Company] and that he/she executed the foregoing on behalf of \_\_\_\_\_ [Company] for the purposes stated therein, and that said act was his/her free act and deed and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

Notary Public

My Commission Expires: