



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Dates: 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 – Washington Commercial Building and Property Improvement Grant Program Agreement with Frank and Lucienne Bray

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 Ben Franklin project at 1503 Washington Road is as follows:

- The project would clean and prep the entire exterior of the building, replace the mansard roof and install store signs, repair the parking lot, and redesign the landscaping on the front and back of the lot. The estimated project cost of the eligible items is \$100,405. Please note two of the quotes include the permit acquisition cost and landscaping maintenance, neither of which are eligible for grant assistance. These are not included in the \$100,405 project cost. Also, three quotes were obtained for exterior painting. The second of these quotes in an amount of \$24,000 is planned to be utilized, as it contains the painting of the warehouse, which is not included in the lowest quote. Additionally, the property owner plans to repair or replace the entrance doors. However, he has been unable to obtain a quote for that component at this time and it is not included in the grant agreement. The project received a score of 21, which makes it eligible for a 50%/\$50,000 grant. The store is estimated to open no later than the spring of 2026. The recommended grant based on the scoring is **\$50,000**.

Fiscal Impact: The City's not-to-exceed expenditure included in the drafted grant agreement for this project would be **\$50,000**.

Action Requested: Approval of the attached agreement with Frank and Lucienne Bray for the Ben Franklin project. A first reading ordinance is scheduled for the August 4 City Council meeting and a second reading will be scheduled for the August 18 meeting. Projects cannot begin until after such agreements have been approved.



2025 Commercial Grant Program

1503 Washington Rd

Proposed Improvements:

- Clean, prep and paint the entire exterior of the building
- Replace the hideous awnings and install signs for the store
- Refinish and repair the existing parking lot
- Redesign the landscaping of the lot front and back



Date: 7/11/2025

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 Frank and Lucienne Bray for planned building and property improvements at 1503 Washington Road).

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT WITH FRANK AND LUCIENNE BRAY FOR BUILDING AND
PROPERTY IMPROVEMENTS AT 1503 WASHINGTON ROAD**

**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 Frank and Lucienne Bray for the planned building and property improvements at 1503 Washington Road, 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, TAZEVELL COUNTY,
ILLINOIS, AND FRANK AND LUCIENNE BRAY**

Dated: _____

**COMMERCIAL BUILDING AND PROPERTY IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF WASHINGTON, TAZEWELL COUNTY,
ILLINOIS, AND FRANK AND LUCIENNE BRAY**

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 Frank and Lucienne Bray (the “**Developer**”).

R E C I T A L S

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

WHEREAS, the Developer plans to operate a general merchandise business at 1503 Washington Road, Washington, Illinois 61571, which such property is legally described on **Schedule 1** attached hereto and incorporated herein (the “**Premises**”); and

WHEREAS, on or about June 16, 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 overlay and stripe the parking lot, paint the building exterior, install new signage, replace the mansard roof, and upgrade the landscaping, on the Premises; and

WHEREAS, the Developer desires to stripe the parking lot, paint the building exterior, install new signage, replace the mansard roof, and upgrade the landscaping 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 striping the parking lot, painting the building exterior, installing new signage, replacing the mansard roof, and upgrading the landscaping (collectively, the “**Project**”); and

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

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

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

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

ARTICLE 1 DESCRIPTION OF THE PROJECT

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

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

ARTICLE 2 CONSTRUCTION OF THE PROJECT

2.1 Commencement and Completion of the Project Requirements.

2.1.1 Commencement of the Project. The Project shall commence within ninety (90) days of the Effective Date. Notwithstanding anything herein to the contrary, the City shall not be obligated to provide any payment to the Developer hereunder unless and until the Project is completed and the provisions of Article 6 herein are satisfied in the City’s reasonable 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 reasonable 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 plans to own and operate a Ben Franklin store 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: stripe the parking lot, paint the building exterior, install new signage, replace the mansard roof, and upgrade the landscaping.

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

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

5.3 **Payment of Taxes.** The Developer, its successors and assigns, covenants as follows while the Project is ongoing:

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

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

5.4 **Exemption from Tax.** Developer covenants for itself, its successors, and assigns, and for all successors and lessees, if any, to the Premises, that it shall not apply for, seek, or authorize any exemption from the imposition of real estate taxes on said Premises without first obtaining the prior written approval of the City, which may be withheld in the City's absolute

discretion. Nothing herein contained shall be construed so as to prevent the Developer from contesting the assessment or collection of any taxes under statutory procedure set forth in the Illinois Compiled Statutes; provided, however, that Developer shall give the City at least fifteen (15) days prior written notice of its intent to contest the assessment or collection of real estate taxes. This paragraph shall not apply after two years have elapsed from the Completion Date.

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

5.5.1. Insurance. Prior to the commencement of the Project, the Developer covenants to provide the City with an insurance certificate indicating that the Developer and the Premises are covered by General Commercial Liability insurance with limits in an amount of \$1,000,000 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 reasonably 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 Fifty Thousand and No/100 Dollars (\$50,000.00) (the "**Reimbursement Cap**").

ARTICLE 7 CONTINUATION OF OPERATIONS

Developer agrees for itself, its successors, and assigns, that after the Project is completed, the Developer will continue to use or cause the Premises to be used for operation as a general merchandise 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 Frank and Lucienne Bray 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 Frank and Lucienne Bray 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. Frank Bray 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:	Frank and Lucienne Bray 1503 Washington Rd. Washington, IL 61571	Jane E. Ohaver, P.C. 245 NE Perry Avenue Peoria, Illinois 61603

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: _____
Frank Bray

Attest: _____
Valeri Brod, Its City Clerk

By: _____
Lucienne Bray

SEAL:

[Signature Page to Commercial Building And Property Improvement Grant Program Agreement Between The City of Washington, Tazewell County, Illinois, and Frank and Lucienne Bray]

EXHIBIT A
APPLICATION

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



Applicant name: Frank Bray
Mailing address: 14325 314th street Menahga, MN 56464
Daytime Phone: (218) 255-1718

Email Address: frank@finalfrontiertoy.com
Correspondence Method: Email

1. **Applicant interest in property:** Owner/Mortgagor
 - **Third-Party (name):**
2. **Property owner name:** Frank Bray
3. **Business name(s):** Ben Franklin
4. **Project address or location:** 1503 Washington Rd
Washington, IL 61571
5. **Property tax ID number(s):** 02-02-22-204-001
6. **Current use of property:** vacant
7. **Proposed use of property:** Retail
8. **Choose the applicable project:** Façade improvements (existing buildings), Window/door replacements, Exterior painting, Awning replacements, Permanent monument/wall

- signage, Parking lot improvements, Structural improvements, Private property sidewalk improvements, Exterior lighting installation, Permanent landscaping and/or streetscaping, Demolition, Soft costs (up to 10% of the total estimated project cost), Other
9. **Describe the nature of work proposed for the property:**
Clean, prep and paint the entire exterior of the building.
Replace the hideous awnings and install signs for the store.
Refinish and repair the existing parking lot. Redesign the landscaping of the lot, front and back.
 10. **Estimated total project cost:** \$100,405
 11. **Estimated Start Date:** September 1, 2025
 12. **Zoning:** C-2

Applicant signature

Date: June 16, 2025

Property owner signature (if different from applicant)

Date: June 16, 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	4
The proposed project will improve the pedestrian experience (improvements to the parking lots, sidewalks, decorative exterior lighting, etc.)	0-2	2
The proposed project will address existing building and/or property safety issues (structural improvements, non-flat roof repairs, stairs/porches/railings, building demolition if to be replaced by new construction)	0-2	0
Property Use		
Retail, restaurants, entertainment, and mixed use where at least 50% of the building contains retail, restaurants, and/or entertainment	4	4
Office, service uses, and mixed uses where less than 50% of the building contains retail, restaurants, and/or entertainment	2	0
Building or Property is blighted or vacant, where the proposed project will likely improve occupancy	0-2	2
The business(es) are locally-owned and not chain-affiliated	0-2	1
Financial		
The proposed project may increase the equalized assessed value of the property	0-2	1
The proposed project may increase sales tax generation	0-2	2
Location		
The property is located adjacent to a prominent traffic corridor or is highly visible	0-4	4

Total Points: 20/24

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

309 Concrete and Blacktop, LLC
86 Eichhorn Rd
Spring Bay IL 61611-9765 USA

ESTIMATE

DATE	EXPIRATION	ESTIMATE #
6/2/2025		

BILL TO	SHIP TO
Frank Bray	
1503 Washington Road	
Washington Illinois 61571	
United States	

DESCRIPTION	QTY	RATE	AMOUNT
Asphalt Paving			
Overlay Existing Asphalt			
*Mill where needed to reach proper elevations with concrete.			
*Trim trees in back corner on east side to allow working room			
*Clean lot thoroughly	1.00	38,000.00	38,000.00
*Apply primer/tack coat for adhesion of new blacktop			
*Lay 2" of compacted, surface mix asphalt			
*Stripe using yellow traffic paint			

SUBTOTAL	38,000.00
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TOTAL USD	38,000.00
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New Horizon HVAC.

Rick Gonzalez

318 S. Barnewolt Dr.

Peoria, IL 61604

Cell: 309-253-9314

hoy4444@yahoo.com

Estimate

Date	Estimate #
06/19/2025	155C

Franklin

1503 Washington Rd

Washington, IL

61571

Description

-This estimate related to power wash, scrape, spot prime, fix some flaws on walls, paint exterior of building described with address described above.

Scope

- Power wash all walls around building to remove algae, mildew, dust, grime and peeling paint.
- Scrape left loose peeling paint that wasn't removed by power wash using, spatulas and wire brush.
- Fix some areas with cement to do tuck pointing, corner around loading area, and some wood filling.
- Spot priming and paint around the walls building.
- Area to be treated and painted is: 9600 SqFt including concrete and metal walls and loading docks.

Estimate

-My estimate to get this project done is 40 Gallons of paint, about 5 gallons of primer. Labor is \$22000,00 plus \$2000 for material. Thank you for the opportunity.

Painting & More Inc

Date

Ben Franklin

Date

Honegger Sign Co

6107 Washington St.
Bartonville, IL 61607
+13096974667



Estimate

ADDRESS

Ben Franklin
Ben Franklin
1503 Washington Rd
Washington, IL 61571

ESTIMATE 3730
DATE 06/04/2025
EXPIRATION DATE 08/04/2025

ACTIVITY

QTY	RATE	AMOUNT
1	4,680.00	4,680.00
1	350.00	350.00
1	0.00	0.00

Install
Ben Franklin sign - building and install on angle iron frame.
Ben Franklin Books sign
Final Frontiers Sign
All signs provided by customer.

Permit acquisition - *Not eligible*

Permit - billed at cost

50% down payment required. Balance due upon installation.

TOTAL

~~\$5,030.00~~
\$4,680

Accepted By

Accepted Date



3416 N.E. Adams St., Peoria, IL 61603
Phone: (309) 686-1870 Fax: (309) 686-1871
<http://www.MessingRoofing.com>

"Family owned and operated for over 40 years"
Lic. #104-001148

ATTN: **Frank Bray**
PROJECT: **1503 Washington Rd. – Mansard Reroof**
JOB LOCATION: **1503 Washinton Rd. – Washington, IL 61571**
WORK AREAS: **Mansard roof - Approximately 1,600 sqft**
MAILING ADDRESS: **1503 Washinton Rd. – Washington, IL 61571**
PHONE NUMBER: **(218) 255-1718**
EMAIL ADDRESS: frank@finalfrontiertoy.com

DATE: **May 22nd, 2025**

SCOPE OF WORK:

- 1) Remove existing cedar shakes and underlayment to the substrate and dispose of. Remove all flashings and dispose of.
- 2) Inspect all wood decking. Remove and replace rotted deck at time and materials costs.
- 3) Dry in with synthetic underlayment to all decking (no ice and water shield is needed per code/manufacturer).
- 4) Install 26ga snap-seam standing seam metal roofing panels (striated profile). Install in manufacturer full color set.
- 5) Install all metal trim components to match (peak wall, offset cleat, gable / rake trim, valley pans, hip trim).
- 6) Clean up all job related debris.

WARRANTY:

- 1) Furnish customer with Messing 3-year Contractor warranty.
- 2) Furnish customer with manufacturer 40-year limited paint warranty.

**ALL OF THE ABOVE WORK TO BE FURNISHED AND INSTALLED FOR THE CONTRACT
PRICE OF**

\$26,475.00

**RESIDENTIAL • COMMERCIAL
ROOFING • SHEET METAL • SIDING & WALLS • GUTTERS • SERVICE**

NOTES:

- 1) Any carpentry done at Time & Material costs.
- 2) Pricing good for 60 days.
- 3) Messing to provide all disposal costs.
- 4) 20% down with remaining balance due on completion.

EXCLUSIONS:

- 1) Carpentry, masonry, or other work not described in scope of work.
- 2) All other roof areas.
- 3) Prevailing wages.
- 4) Metal siding, cladding, or brick ledge.
- 5) Supply or installation of roof pipe chases/roof jacks, equipment and pipe supports.

Messing Estimator: BRENT STONG – brent@messagingroofing.com – (309) 571-6817

Date: _____

Customer Authorization: _____ Date: _____

Contractor will correct, at his own expense, any defects in the work due to faulty materials or workmanship for a period of time equal to "Messing Workmanship Warranty" as stated above, upon completion of the work and full payment. Contractor will convey to Owner any warranties by manufacturers or supplies on individual materials, products or systems supplied by Contractor under this Contract. No other warranties of any kind, express or implied, at common law or created by statute is extended, made, or intended by this contract. Changes, additions, variations, or alterations from the work described above requiring extra labor or materials will become an extra charge over and above the price listed above. In the event that it is necessary for Contractor to bring suit to enforce this agreement or to collect damages for violation of any of the provisions of the same, then in said event the owner agrees to pay all costs of collection, including Contractor's reasonable attorney fees and court costs. All contracts subject to approval by owners of Messing Construction Company. Owner may cancel this agreement, without any penalty or obligation, within three (3) business days from Date of Acceptance. To cancel this agreement, oral or written notice must be provided to Messing Construction Company within same three (3) business days. Proper roof drainage, ventilation and roof decking are the responsibility of the building owner, as those are integral components of the structure.



Zehr Property Maintenance LLC

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

RECIPIENT:**Frank Bray**

1503 Washington Road
Washington, Illinois 61571

Quote #5215

Sent on

05/28/2025

Total**\$10,750.00**

Product/Service	Description	Qty.	Unit Price	Total
Landscape Maintenance	Cut down and spray the weeds around the building and parking lot.	1	\$3,500.00	\$3,500.00
	Cut a path to walk through to access the back grass area of the property			
	Cut back the brush vertically along the back wood line a few feet clean up the area a little			
	Spray the gravel parking for weeds			
	Remove the old wooden pallets along the back of the building			
Landscape Project	Remove the old landscape materials and debris from the landscape beds along the north and west sides of the front of the building. This is approx 180 linear feet	1	\$7,250.00	\$7,250.00
	Install new weed fabric, decorative stone and plants per the design that we draw up for you and install accordingly			

*Not eligible***Total**~~\$10,750.00~~*\$7,250*

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

Signature: _____ Date: _____

FRONT - NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION



HONEGGERSIGN.COM

Job name **Ben Franklin - Washington IL**

- ☐ Further revisions are required.
- ☐ I verify that this design is exactly how I would like it to be produced.

Please Examine Your Proof Closely!

Your project will be produced from the original of the artwork provided. We rely solely on your approval of the proof as final verification and acceptance of the project. We cannot accept financial responsibility for items approved by you that may be later found in error.

Customer/Tenant Name _____	Landlord/Owner Name _____
Address _____	Address _____
Email _____	Email _____
Phone _____	Phone _____
Approval Signature/date _____	Approval Signature/date _____



6107 Washington St
Bartonville, IL 61607
309-697-4667
info@honeggersign.com

SCHEDULE 1

**Premises
(Legal Description)**

HILLCREST SUBD #1 NE ¼ SEC 22 LOT 18 EXC STATE AND LOT 19

AND

PT OUT LOT OF NE 1/4

Commonly known as: 1503 Washington Road, Washington, Illinois 61571.

PINS: 02-02-22-204-001; 02-02-22-204-026

SCHEDULE 2
ESTIMATED PROJECT COST

The Estimated Project Cost for the Project by the Developer is \$100,405. A breakdown of the Estimated Project Cost is set forth below:

Description*	Amount
The Project consists of:	
(a) Parking lot overlay/striping	\$38,000
(b) Exterior building painting	\$18,250
(c) Wall signage	\$4,680
(d) Mansard Roof Replacement	\$26,475
(e) Upgrade landscaping	\$7,250
TOTAL ESTIMATED PROJECT COSTS	\$100,405

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

Washington Commercial Grant Program			
Ben Franklin - 1503 Washington Rd.			
Project Components	Quote 1	Quote 2	Quote 3
Parking Lot Overlay/Striping	\$38,000		
Exterior Painting*	\$24,000	\$18,250	\$36,982
Wall Signage	\$4,680		
Mansard Roof Replacement	\$26,475		
Landscaping	\$7,250		
TOTAL	\$100,405		
* Owner plans on using the \$24,000 quote, as the low estimate does not include the painting of the warehouse.			