



CITY OF WASHINGTON, ILLINOIS City Council Agenda Communication

Meeting Date: June 17, 2024

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

Agenda Item: First Reading Ordinance – Countryside Banquet & Catering Commercial Grant Program Project

Explanation: Staff previously received the first application for possible use of the funds as part of the Washington Commercial Building and Property Improvement Grant Program. The FY 24-25 budget includes \$300,000 that can be utilized towards private redevelopment assistance.

Kristi Cape, longtime owner of Countryside Banquet & Catering at 659 School Street, previously applied for assistance with a mill and asphalt overlay of her parking lot, which is in poor condition. The original estimated cost was \$389,000 and would have consisted of a 3” mill on the edges of the lot and a 5” mill on a little more than 6,000 square yards through much of the main lot. A smaller lot on the east side of the building consisting of approximately 1,000 square yards would be milled to a 4” depth. The consensus on February 12 was to table that consideration until more specific grant program guidelines could be discussed.

Discussion at the March 11 and April 8 Committee of the Whole meetings pertaining to establishing the program guidelines and scoring of prospective projects led to dialogue about the possible funding of Ms. Cape’s project. The consensus at that time was to fund 30% of a multi-phased project up to a \$115,000 cap.

Fiscal Impact: A mill and overlay would give new life to the parking lot and any use of the budgeted funds would assist a longstanding Washington business. While the improvements would not likely impact the property’s assessed value much, if any, it would upgrade the aesthetics of a business that generates sales tax and hosts numerous events on an annual basis.

At the June 10 Committee of the Whole meeting, Ms. Cape asked for City Council consideration of a single project consisting of the Phase 1 work, which is described in the Year 1 description on the attached quote at a cost of \$139,000. The consensus of the Council was to have a redevelopment agreement drafted that caps the City’s share at 50% and \$69,500 of the total project cost. The Phase 2 portion of the project is not included in the agreement and the City would have no financial obligation for it should that commence in the future.

Action Requested: Approval of the attached redevelopment agreement. A first reading ordinance is scheduled for the June 17 City Council meeting and a second reading will be scheduled for the July 1 meeting.

Ordinance No. _____

(Adoption of this ordinance would approve a redevelopment agreement with Kristi LaHood Cape Doing Business As Countryside Banquet & Catering, for the redevelopment of 659 School Street).

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH KRISTI LAHOOD CAPE DOING BUSINESS AS COUNTRYSIDE BANQUET & CATERING, FOR THE REDEVELOPMENT OF 659 SCHOOL STREET

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

Section 1. That the Redevelopment Agreement between the City of Washington, Tazewell County, Illinois, and Kristi LaHood Cape Doing Business as Countryside Banquet & Catering, for the redevelopment of 659 School Street, a copy of which is attached hereto, marked "Exhibit A," and by reference expressly made a part hereof, be, and the same is hereby approved.

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

**REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, AND KRISTI LAHOOD CAPE
DOING BUSINESS AS COUNTRYSIDE BANQUET & CATERING**

Dated: _____

**CITY OF WASHINGTON
REDEVELOPMENT AGREEMENT**

This AGREEMENT (this “**Agreement**”) made and entered into this _____ day of _____, 2024, (the “**Effective Date**”) by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and KRISTI LAHOOD CAPE DOING BUSINESS AS COUNTRYSIDE BANQUET & CATERING (the “**Developer**”).

R E C I T A L S

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

WHEREAS, the Developer operates an event venue and catering business at 659 School Street, Washington, Illinois 61571, such property is legally described on **Schedule 1** attached hereto and incorporated herein (the “**Premises**”); and

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

WHEREAS, the Developer’s parking lots on the Premises needs to be resurfaced; and

WHEREAS, on or about January 15, 2024, the Developer submitted an Application for Economic Development/Tourism Funds Assistance, a copy of which is attached hereto as **Exhibit A**, requesting private redevelopment assistance through the Program to resurface the parking lots on the Premises; and

WHEREAS, the Developer desires to resurface the east parking lot and patch the main lot on the Premises pursuant to a proposal received by the Developer dated March 22, 2024, which is attached hereto as **Exhibit B** (the “**Proposal**”); and

WHEREAS, the project, as set forth as the “Year 1” items on the Proposal, will include the following: (a) mill the east lot on the Premises and install four inches (4”) of hot mix asphalt on approximately five hundred sixty (560) square yards of the east lot, which includes the designation of parking spaces in accordance with the Americans with Disabilities Act; (b) mill and patching of two (2) large areas on the main parking lot on the Premises; and (c) restriping of the parking lot spaces on the east lot and main parking lot (collectively, the “**Project**”); and

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

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

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

WHEREAS, Chris has authorized the Project on the Premises; and

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

**ARTICLE 1
DESCRIPTION OF THE PROJECT**

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

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

**ARTICLE 2
CONSTRUCTION OF THE PROJECT**

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

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

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

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

2.3 **Utilities.** Intentionally Omitted.

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

ARTICLE 3 REPRESENTATIONS OF THE DEVELOPER

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

3.1 **Organization.** The Developer owns and operates Countryside Banquet & Catering on the Premises.

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

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

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

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

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

ARTICLE 4 REPRESENTATIONS OF THE CITY

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

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

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

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

ARTICLE 5 DEVELOPER'S COVENANTS

5.1 **Redevelopment Project.** The Developer agrees on behalf of herself, her 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: mill and asphalt overlay of the parking lots on the Premises in accordance with the Proposal. Chris is a party to this Agreement only to ratify and confirm that he has authorized the Project on the Premises.

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

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

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

(1) Developer will promptly and timely pay all applicable taxes 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 all of the Developer's property 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 herself, her successors, and assigns, and for all successors and lessees, if any, to the Premises, that she 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 her 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, her 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, her 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, her successors and assigns ownership, operation or management of the Project/Premises, or from any work of or thing done by the Developer, her successors or assigns on the Premises, or any work or activity of the Developer, her successors and assigns connected to the Project. The Developer, her 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, her successors and assigns upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer, her 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, her successors and assigns only for such period as the Developer, her 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 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 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 her 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 her 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 her 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 her contractors/subcontractors shall file certified payrolls in accordance with Section 5 of the Illinois Prevailing Wage Act (820 ILCS 130/5). The City may request proof of filing of the certified payrolls prior to making a payment to the Developer hereunder.

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

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

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

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

ARTICLE 6 CITY'S OBLIGATIONS –REIMBURSEMENT INCENTIVE

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

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

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

6.2 **Reimbursement for Project Costs.**

6.2.1 **Reimbursement.**

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

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

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

6.5 **Limitation on Reimbursement.** The total reimbursement made by the City hereunder for the Project shall not exceed Sixty-Nine Thousand Five Hundred and No/100 Dollars (\$69,500.00) (the “**Reimbursement Cap**”).

**ARTICLE 7
CONTINUATION OF OPERATIONS**

Developer agrees for herself, her successors, and assigns, that after the Project is completed, she will continue to use the Premises for operation as an event venue and catering business through two years after the Completion Date.

**ARTICLE 8
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

8.1 **Transfer of Premises.** After the completion of the Project identified herein, the Developer (and any subsequent owner of the Premises or any part thereof) may transfer the Premises (or any portion thereof) without the consent of the City; provided that any proposed successor, assign, or transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable within the Tazewell County Recorder of Deeds office, shall expressly assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject to. Provided, that the fact that any successor, assign, or transferee whatsoever to, the Premises, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such successor, assign, or transferee of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Premises; it being the intent of this, together with the other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Premises or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City, of any rights or remedies or controls regarding the Premises that the City would have had, had there been no such transfer. The requirement of this Section terminates two years after the Completion Date.

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 the Developer from any of Developer’s 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 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 herself, her successors and assigns, that she will immediately pay to the City any and all sums previously expended by the City in connection with or arising out of the City’s obligations hereunder to reimburse certain costs hereunder, together with all costs of collection of same, including but not limited to the City’s reasonable attorney’s fees (as defined in Section 11.8 herein), court costs and costs of collection.

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

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

9.3.1 No Waiver by Delay. Any delay by the City or the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.

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

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

**ARTICLE 10
GUARANTORS**

Intentionally Omitted.

**ARTICLE 11
GENERAL PROVISIONS**

11.1 Authorized Representatives.

11.1.1 **Developer.** Kristi LaHood Cape is the only individual authorized to communicate to the City related to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City at: City of Washington
Attn: City Administrator
301 Walnut St.
Washington, IL 61571

With a copy to:
Derek A. Schryer
Davis & Campbell L.L.C
401 Main St., Suite 1600
Peoria, Illinois 61602

Developer at: Kristi LaHood Cape
661 School Street
Washington, IL 61571

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF WASHINGTON,
An Illinois home-rule municipal corporation

DEVELOPER:

By: _____
Gary Manier, Its Mayor

Kristi LaHood Cape, doing business as
Countryside Banquet & Catering

Attest: _____
Valeri Brod, Its City Clerk

SEAL:

ACKNOWLEDGED AND ACCEPTED:

Chris Cape

[Signature Page to Redevelopment Agreement Between The City of Washington, Tazewell County, Illinois, and Kristi LaHood Cape doing business as Countryside Banquet & Catering]

EXHIBIT A
APPLICATION

CITY OF WASHINGTON, ILLINOIS

APPLICATION FOR ECONOMIC DEVELOPMENT/TOURISM FUNDS ASSISTANCE PRIVATE REDEVELOPMENT INCENTIVE

Complete this form in its entirety and attach all necessary documents. Submit the completed application to the Planning & Development Department at 301 Walnut Street, Washington, IL 61571. If you have any questions, contact Jon Oliphant, Planning & Development Director, by email at joliphant@ci.washington.il.us.

Applicant name: Kristi LaHood Cape (Please print or type)

Mailing address: 659 School Street Daytime Phone: 309-745-5032

Email Address: klahood@comcast.net I would like to receive correspondence by: Mail Email

1. Applicant interest in property (check one): Owner/Mortgagor Purchaser Tenant
 Third-Party (name) _____

2. Property owner name: Kristi LaHood Cape

3. Business name(s): Countryside Banquet & Catering

4. Project address or location: 659-611 School Street

5. Property tax ID number(s): 02-02-20-400-014

6. Current use of property: venue & catering

7. Proposed use of property: venue & Catering

8. Choose the applicable project (check all that apply): New construction Interior renovation
 Exterior renovation/restoration Site improvement Other

9. Describe the nature of work proposed for the property: re surfacing parking lot

10. Estimated total project cost: \$ 389,000.00

11. Attach the following documentation to support the project and to complete the application for possible assistance:

- ✓ Preliminary, itemized cost estimates or quotes from a contractor or design professional;
- ✓ Scaled plans, renderings, and/or photos, as applicable, clearly illustrating the proposed improvements; and
- ✓ A copy of the Warranty Deed, including a legal description and owner name for the property.

12. Sign and date below to complete the application.

[Signature]
Applicant signature

1-15-2024
Date

Property owner signature (if different from applicant) Date

IMPORTANT: If the City Council votes on a level of assistance, it will be included in a contract agreement between the City and applicant. NO WORK SHALL BEGIN UNTIL THE CONTRACT DOCUMENTS ARE APPROVED BY THE CITY COUNCIL. Any work that begins prior to contract approval shall be ineligible for financial assistance. Only non-residential properties outside of the Square TIF district are eligible to receive financial assistance.

EXHIBIT B

PROPOSAL FOR PROJECT

PROPOSAL

IDOT Approved Asphalt Plant, Asphalt Material and Equipment



23497 Ridge Road • East Peoria, IL 61611 • PHONE: (309) 698-8404 • FAX: (309) 698-8431

Countryside Banquet Attn: Kristi Cape	PHONE: FAX: EMAIL: ioe@lahoodconstruction.com RE: Countryside Banquet - Washington, IL	3/22/2024
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1/2 of Small Lot (East of the Building) - YEAR 1

- Mill asphalt 4" in depth
- Shape and compact existing base material
- Install 4" of hot mix asphalt (two 2" lifts) on +/- 560 sq. yds. Cost: \$ 24,000.00

Asphalt Patching Prior to 3" Overlay to Correct Badly Broken Area (blue outline on print) - YEAR 1

- Mill 2 large areas of broken asphalt (+/- 6,083 sq. yds.) an extra 2" in depth
- Install 2" patch on milled area prior to overlay (681 tons) Cost: \$ 115,000.00

Main Parking Lot 3" Overlay - after repairs are completed - YEAR 2/3

- Mill edges to accept a 3" asphalt overlay
- Clean and prime prior to overlay
- Install a 3" asphalt overlay on +/- 9,437 sq. yds. (1,585 tons)
- Restripe as is Cost: \$ 230,000.00

Note: Year 1 is 1/2 of East Lot and Patching in the Main Lot
No paving in front of the building until Year 2

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

See Above

TERMS: It is understood that invoices are DUE UPON RECEIPT. Accounts over 30 days past due will be subject to a 1.5% finance charge (an annual rate of 18%) and that costs incurred to collect past due accounts, including court costs, attorney fees will be added to my account.
NOTE: Any additional insurance premium incurred to provide Owners and Contractors protective policy, waivers of subrogation, or other insurance conditions will be added to the above quoted price for the actual expense incurred to provide this additional coverage.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Brandon Fogler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Notes: All base material figured to be completed in one mobilization.
All paving figured to be completed in one mobilization.
Sub grade is not the responsibility of Tazewell County Asphalt.
Excavation and final grading not included in bid.
Sub grade to be approved prior to Tazewell County Asphalt mobilization.

Signature of Acceptance

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

SCHEDULE 1

**Premises
(Legal Description)**

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Tract 1:

A part of the Southeast Quarter of Section 20, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the center of said Section 20; thence South 89° 13' 36" East, 234 feet to the Point of Beginning; thence continuing South 89° 13' 36" East 234.7 feet to the Point of Beginning; thence continuing South 89° 13' 36" East, a distance of 160 feet; thence South 00° 23' 34" East, 299.67 feet; thence North 89° 14' 26" West, 394.88 feet to the approximate center line of School Street, Also being the West line of the Southeast Quarter of said Section 20; thence North 01° 04' 32" West along said approximate center line, 90.77 feet, thence South 89° 13' 36" East 175 feet; thence North 82° 24' 24" East, 61.54 feet; thence North 00° 23' 34" West 191.07 feet to the Point of Beginning; said Tract being designated as Tract "N-2" as shown by the survey thereof recorded June 15, 1992, in Plat Book "JJ", page 162, as Document No. 838748; Except any interest in the Coal, Oil, Gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said Coal, Oil, Gas and other minerals, if any, Also except any part taken or used for roadway purposes, situated in Tazewell County, Illinois.

Tract 2:

A part of the Southeast Quarter of Section 20, Township 26 North, Range 3 West of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 20 and running thence South 00° 00' 54" East, a distance of 299.67 feet (recorded 299.67') along the West line of the Southeast Quarter of said Section 20; thence South 88° 51' 00" East, a distance of 30.01 feet to the Point of Beginning of the Tract to be described, said point also being the Easterly right of way line of School Street, from the Point of Beginning continuing thence South 88° 51' 00" East, a distance of 364.87 feet; thence North 00° 02' 54" West, a distance of 68.60 feet (recorded 68.6'); thence North 77° 20' 57" East, a distance of 212.41 feet (recorded 212.63') to the Northwesterly corner of Lot 3 in Nichols Subdivision to the City of Washington as shown by plat recorded in Plat Book "V", page 180; thence South 28° 55' 01" East, a distance of 255.02 feet (recorded 255.0') along the Southwesterly line of said Lot 3 to a point on the Northwesterly right of way line S.B.I. Route 8; thence South 60° 56' 34" West, a distance of 302.65 feet (recorded 302.65') along the said Northwesterly right of way line of S. B.I. Route 8; thence Southwesterly on a curve to the right having a radius of 2940.57 feet, an arc distance of 446.44 feet (recorded 446.44) along the said Northwesterly right of way line of S.B.I. Route 8; thence North 59° 36' 01" West, a distance of 29.52 feet (recorded 27.89') along said Northwesterly right of way line of S.B.I. Route 8 to a point on the Easterly right of way line of School Street; thence North 00° 0' 54" West, a distance of 433.91 feet along the said Easterly right of way line of School Street to the Point of Beginning as shown by the Tract Survey recorded on April 28, 1994 in Plat Book "LL", page 18, as Document No. 892848,

EXCEPTING THEREFROM the following described Tract of land:

Commencing at a found Iron monument at the center of said Section 20, thence South 0° 00' 54" East along the West line of the Southeast Quarter of said Section 20, a distance of 299.82 feet; thence South 88° 50' 49" East, a distance of 30.01 feet to the Point of Beginning of the Tract to be described; thence South 88° 50' 49" East, a distance of 10.00 feet to an iron monument; thence South 0° 00' 54" East, a distance of 125.03 feet to an iron monument; thence South 88° 50' 49" East, a distance of 262.80 feet to an iron monument; thence South 0° 00' 54" East, a distance of 213.60 feet to an iron monument on the Northerly right of way line of Illinois Route 8; thence along Northerly right of way line of Illinois Route 8, along a curve to the right whose radius equals 2940.57 feet and whose long chord bears South 87° 01' 21" West, a distance of 268.60 feet, an arc distance of 268.60 feet to an iron monument; thence North 50° 37' 12" West, a distance of 29.51 feet to an iron monument; thence North 0° 00' 54" West, a distance of 433.95 feet to the Point of Beginning; Also

Except any interest in the Coal, Oil, Gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said Coal, Oil, Gas and other minerals, if any, Further except any part taken or used for roadway purposes, situated in Tazewell County, Illinois.

P.I.N.: 02-02-20-400-014

For reference only: 859-661 School Street, Washington, IL 61571

SCHEDULE 2
ESTIMATED PROJECT COST

The Estimated Project Cost for the Project by the Developer is \$139,000. A breakdown of the Estimated Project Cost is set forth below:

Description*	Amount
Mill the east lot on the Premises and install four inches (4") of hot mix asphalt on approximately five hundred sixty (560) square yards of the east lot, which includes the designation of parking spaces in accordance with the Americans with Disabilities Act and restriping of the east lot.	\$24,000.00
Mill and patch two large areas on the main parking lot and restriping of the main parking lot.	<u>\$115,000.00</u>
TOTAL ESTIMATED PROJECT COSTS	\$139,000.00

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