

**EXHIBIT A**

**AMENDMENT TO USE AGREEMENT BETWEEN CITY OF  
WASHINGTON  
AND WASHINGTON AREA COMMUNITY CENTER**

This Amendment to Use Agreement (the “Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 (the “Effective Date”), by and between the City of Washington, an Illinois home rule municipal corporation and Washington Area Community Center, an Illinois not-for-profit corporation doing business as Five Points Washington (“WACC”), for the purposes and on the terms and conditions described below. The City and WACC are collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, on or about August 2, 2010, the City and WACC entered into a Use Agreement (the “Use Agreement”) the purpose, among other things, of establishing the Parties’ rights and responsibilities with regard to the various facilities available in the community center and setting forth WACC’s obligations to pay to the City specified amounts on a specified schedule to contribute toward the City’s repayment of its debt service costs related to the Five Points development; and

**WHEREAS**, the Use Agreement was amended on April 19, 2021, and January 2, 2024, to restructure the debt service repayment schedule set forth in the Use Agreement; and

**WHEREAS**, the Parties desire to further amend the Use Agreement to set forth additional options to extend the Use Agreement and the City’s rights to use WACC’s facilities for holding its events thereon; and

**WHEREAS**, Section XIV of the Parties’ Use Agreement allows the Parties to amend that agreement by mutual consent in writing signed by an authorized representative of each party:

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, the Parties hereto covenant, consent, and agree as follows:

**Section 1.** The Parties agree to amend Section II of the Use Agreement as follows as of the Effective Date:

**“SECTION II  
TERM**

The *initial* term (*the “Initial Term”*) of this Agreement shall commence on the date this agreement is signed by both parties (the “Commencement Date”), and shall end on April 30, 2031, or until WACC’s payment obligations identified herein shall have been fully satisfied, provided that each party is in full compliance with the terms and conditions set forth herein. *The City shall have the option to extend this Agreement after the expiration of the Initial Term for up to two (2) additional ten (10) year terms (each an “Option Term”). The City must exercise its election of each Option Term, if at all, upon written notice to WACC of its election at least thirty (30) days prior to expiration of the Initial Term or Option Term, as applicable. Notwithstanding anything herein to the contrary, the City may terminate this Agreement at any time upon reasonable notice to WACC.”*

**Section 2.** The Parties agree to amend Section IV of the Use Agreement as follows as of the Effective Date:

**“SECTION IV  
USE OF THE PREMISES**

**(a) Common Issues Regarding Use.**

(1) The City shall have, pursuant to this Use Agreement, limited use of the Facilities and any equipment associated with the use of such Facility (including, by way of example, tables and chairs, podium, etc.) (excepting Library) for such purposes as provided for herein below.

(2) In no event shall the City or WACC sublet or assign their respective interests under this Agreement except that WACC may enter an agreement with a third party to manage the community center and uphold the obligations of WACC described herein.

(3) The City shall at all times while using the Facilities comply with all federal and state statutes and regulations of all administrative bodies having jurisdiction thereof, whether federal, state or municipal, and the City shall at all times save and keep harmless WACC from all loss, cost, damage, or liability under any federal or state statute, law or regulation or otherwise by reason of any use of the Facilities or lack thereof on account of any business conducted therein or any part thereof or by reason of any act or acts of

negligence of the City, its employees or any person or persons occupying the Facilities, or any part thereof, by, through or under the City *to the extent such a hold harmless payment is permitted under applicable law.*

(4) *Except as provided for hereinbelow*, all requests for reservations of a particular community center facility shall be in writing addressed to the community center General Manager.

(5) Except as provided for hereinbelow, the City shall pay WACC for all use of the Facilities at a rate which is regularly charged to third party users of the Facilities.

(6) No security deposit of any kind or reservation deposit shall be required of the City for any event properly scheduled under the terms herein. Notwithstanding the foregoing, should the City desire to reserve the premises for its use other than as provided for herein, the WACC reserves the right to subject the City to the same security deposit and forfeiture provision as all non-participating community center entities or individuals.

**Banquet facilities**

Priority Scheduling: City's priority preference use of the Banquet Center without charge shall be limited to two annual weekday (Monday thru Friday noon) events (currently known as Mayor's Prayer Breakfast and Washington Day Banquet). *If the City desires to hold these events at the Facilities, the City will work with* the General Manager of Five Points Washington *to schedule agreeable dates and times for said events.*

~~Non-priority Scheduling: City may schedule additional use of the Banquet Center on a non-priority basis for limited, occasional use for council meetings and other public meetings or special meetings where attendance is expected to exceed the normal City Council meeting room capacity. Such "short notice" use should be sought by the City Administrator contacting the General Manager requesting if the space is available. Such "non-priority" scheduled use shall be free of charge and shall be limited to no more than six times annually. *Intentionally Omitted.*~~

Revenues: The City reserves the right to operate, manage, and collect revenue from all ticket sales and event registration fees supporting all programs it presents at the facility, and expressly reserves the right to revenues from ticket sales for any such events/performances.

Promotions. WACC and the City shall agree upon a mutually acceptable location for the City to post advertisements and displays related to upcoming City events utilizing the Banquet Center.

**(b) Support of City Meetings:** WACC agrees to provide room set-up and tear-down service for scheduled City Meetings (such as City Council, Planning Commission, and Zoning Board of Appeals) held in the Library Meeting Room or other areas within the facility under the control of WACC. The City will provide to the Five Points Washington General Manager or Maintenance Manager a schematic of desired room arrangement at least 24 hours prior to the meeting. *Notwithstanding anything herein to the contrary, beginning on November 4, 2024, WACC agrees to allow the City to use the Facilities for its City Council, Planning and Zoning Commission, Historical Preservation Commission meetings and the City's Annual City Wellness Fair Event upon the terms and conditions set forth herein:*

**1. Use of Banquet Room A.** *In consideration of the City's restructuring of WACC's debt service repayment schedule and during the term of this Agreement and for other valuable consideration, WACC agrees to allow the City to exclusively use the Banquet Center, Banquet Room A, for all of its City Council, Planning and Zoning Commission, and Historical Preservation Commission meetings and for the City's Annual City Wellness Fair Event, for no additional payment.*

- *City Council meetings are generally held at 6:30 p.m. on the first three (3) Mondays of each month, unless one of the Mondays is a legal holiday, then such a meeting will be held on the following Tuesday. The City shall provide WACC with its duly passed and approved annual schedule of regular meetings and WACC shall reserve Banquet Room A for the City for each City Council meeting listed therein. In the event of a special meeting, a meeting cancellation, or a need to reschedule a meeting, the City Administrator shall work with the General Manager of Five Points Washington to arrange date(s) and time(s) to hold any such meetings. For the avoidance of doubt, Monday, November 4, 2024 shall be the first City Council meeting that will be held in Banquet Room A.*
- *Planning and Zoning Commission meetings are generally held at 6:30 p.m. on the first Wednesday of each month. The City shall provide WACC with the Planning and Zoning Commission's annual schedule of regular meetings and WACC shall reserve Banquet Room A for the City for each Planning and Zoning Commission meeting listed therein. In the event of a special meeting, a meeting cancellation, or a need to reschedule a meeting, the City Administrator shall work with the General Manager of Five Points Washington to arrange date(s) and time(s) to hold any such meetings. For the avoidance of doubt, Wednesday, November 6, 2024 shall be the first Planning and Zoning Commission meeting that will be held in Banquet Room A.*

- *Historical Preservation Commission meetings are generally held at 5:00 p.m. on a Wednesday. However, such meetings can be held at different times and on other days of the week when the Historical Preservation Commission can obtain a quorum. The City shall provide WACC with the anticipated Historical Preservation Commission schedule of regular meetings and WACC shall reserve Banquet Room A for the City for each Historical Preservation Commission meeting listed therein. In the event of a special meeting, a meeting cancellation, or a need to reschedule a meeting, the City Administrator shall work with the General Manager of Five Points Washington to arrange date(s) and time(s) to hold any such meetings.*
- *The City Administrator shall work with the General Manager of Five Points Washington to arrange a date and time to hold the City's Annual City Wellness Fair Event.*

2. *Equipment and Furniture.* *For all City events to be held in Banquet Room A, WACC shall arrange for the City to utilize any equipment necessary for such events. Such equipment shall include, but not be limited to tables, chairs, podiums, technological equipment, etc. The City shall be able to utilize WACC's equipment as provided in this section for no additional payment.*

3. *Modifications to Banquet Room A.* *In consideration of the City's restructuring of WACC's debt service repayment schedule and during the term of this Agreement and for other valuable consideration, WACC agrees to allow the City, at the City's sole expense, to make the following modifications (the "Modifications") to Banquet Room A:*

- *Permanently install three (3) cameras on the northernmost wall;*
- *Permanently install a TV Screen/Monitor (or a projector system) on the northernmost wall; and*
- *Permanently install an AV gang box in the northwest corner of Banquet Room A.*

*To complete the Modifications, WACC agrees to allow the City to:*

- *Have reasonable access to Banquet Room A;*
- *Have reasonable access to any internal or external wiring in or surrounding Banquet Room A;*
- *Have reasonable access to the D11 or V11 network port in the northwest corner of Banquet Room A; and*

- *Have reasonable access to the AV room for Banquet Room A to install a note on the wiring for the D11 or V11 network port that states to “Call the City of Washington to Disconnect.”*

*Upon completion of the Modifications, WACC agrees to allow City staff members (or the City’s contractor) with reasonable access to Banquet Room A and/or the AV room for the purpose of maintaining the Modifications.*

4. *Set Up and Tear Down.* *WACC agrees to provide City staff members with access to Banquet Room A in advance of the scheduled City events to set up any equipment and furniture for said events. Upon the conclusion of the events, but no later than 24 hours after each event, WACC shall allow City staff members to return to Banquet Room A to tear down the equipment and furniture and thereafter return the room to the condition it was in at the commencement of the events.*

5. *Posting of Agendas/Schedules.* *Notwithstanding anything herein to the contrary, WACC and the City shall agree upon a mutually acceptable location for the City to post its meeting agendas and annual schedules of regular meetings. Upon determination of a location for such postings, WACC shall allow City staff members reasonable access to the Building to post such material therein.*

**Section 3.** Except as expressly modified by this Amendment, all of the other terms and conditions of the Use Agreement remain in full force and effect.

**Section 4.** This Amendment may be executed by the Parties in counterpart, when taken together shall constitute one agreement. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE TO AMENDMENT TO USE AGREEMENT BETWEEN CITY OF  
WASHINGTON  
AND WASHINGTON AREA COMMUNITY CENTER**

IN WITNESS WHEREOF, City and WACC have executed this Amendment as of the date first written above.

WASHINGTON AREA COMMUNITY  
CENTER, INC., an Illinois not-for-profit  
corporation

CITY OF WASHINGTON, an  
Illinois home rule municipal  
corporation

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Its City Clerk

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN AMENDMENT TO THE USE AGREEMENT WITH THE WASHINGTON AREA COMMUNITY CENTER**

**WHEREAS**, the City of Washington, Illinois (the “City”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, on or about August 2, 2010, the City and Washington Area Community Center, Inc., an Illinois not-for-profit corporation doing business as Five Points Washington (“WACC”) entered into a Use Agreement (the “Use Agreement”) the purpose, among other things, of setting forth WACC’s obligations to pay to the City specified amounts on a specified schedule for the City’s repayment of its debt service costs; and

**WHEREAS**, on or about April 19, 2021, due to the economic impact of the COVID-19 pandemic, the City and WACC, by an amendment, restructured the debt service repayment schedule contained in the Use Agreement so that a reduced amount of yearly repayments will allow WACC to provide additional funding for hosting of events; and

**WHEREAS**, on or about January 2, 2024, due to the economic position of WACC and the City’s 0.25% home rule sales tax increase that was approved in 2006 to offset the City’s debt service, the City and WACC, by a subsequent amendment, further revised WACC’s debt service repayments to the City; and

**WHEREAS**, the City and WACC desire to further amend the Use Agreement to set forth additional options to extend the Use Agreement and the City’s rights to use the Building (as such term is defined in the Use Agreement) for its City meetings; and

**WHEREAS**, the City and WACC have determined it is in the best interest of the parties and the community to further amend the Use Agreement to establish additional options to extend the Use Agreement and the City’s ability to use the Building to conduct its City meetings thereon; and

**WHEREAS**, the corporate authorities of the City have determined that it is in the best interests of the City and its residents to amend the Use Agreement to clearly reflect that determination.

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

**Section 1.** That the recitals; as set forth above, are incorporated herein as though fully set forth and shall be considered the express findings of the City Council.

**Section 2.** That the Amendment to the Use Agreement Between the City of Washington, an Illinois home rule municipal corporation and the Washington Area Community Center, Inc., an Illinois not-for-profit corporation doing business as Five Points Washington, a copy of which is



attached hereto as "Exhibit A" and by this reference expressly made a part hereof, be, and the same is hereby approved.

**Section 3.** That the Mayor and the City Clerk of the City of Washington be, and hereby are authorized, empowered, and directed to enter into and execute said Amendment to the Use Agreement Between the City of Washington, an Illinois home rule municipal corporation and the Washington Area Community Center, Inc., an Illinois not-for-profit corporation doing business as Five Points Washington, a copy of which is attached hereto as "Exhibit A" and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

**Section 4.** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed insofar as they are in conflict with this Ordinance.

**Section 5.** That if any provision of this Ordinance is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

**Section 6.** That this Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK