

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
TUESDAY, JANUARY 2, 2024
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions -
5. Public Comment –

CONSENT AGENDA

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- A. Approval of the minutes of the December 18, 2023 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Discussion regarding 109 S Main St.
- B. Ordinance 1111 approving a redevelopment agreement for 115 S Main St.
- C. Discussion regarding the naming of the playground at Prairie Ridge.

EXECUTIVE SESSION

OTHER ITEMS

1. City manager report
2. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

MINUTES OF THE FARMER CITY, ILLINOIS

CITY COUNCIL REGULAR MEETING

DECEMBER 18, 2023 6 p.m.

ROLL CALL Present: Councilmembers Shelley Friedrich, David Walsh, Jason Strough and Willard McKinley and Mayor Scott Testory

Also, in attendance: City Manager Sue McLaughlin, City Clerk Angie Wanserski and City Attorney Joe Chamley.

PLEDGE OF ALLEGIANCE TO THE FLAG

CONSENT AGENDA

A. Approval of the minutes of the December 4, 2023 council meeting.

B. Fund Warrant List

MOTION by McKinley, seconded by Friedrich, to approve the consent agenda. Voted unanimously. Motion carried.

NEW BUSINESS

A. Open bids for 20 acres north of I74.

Mayor Testory opened the only bid received for city's 20 acres located north of I74 from Tabeling Development Company. The staff and attorney Chamley will review the proposal and return with a development contract for council's review at a later date.

B. Ordinance 1109 an Ordinance Amending Section 32: Personnel Regulations and Policies.

The state passed statutes that begin January 1, 2024 in regards to part-time employees receiving paid time off (PTO). This ordinance updates our local code to match state law.

MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1109 an Ordinance Amending Section 32: Personnel Regulations and Policies. Voted unanimously. Motion carried.

C. Approval of the MFT Maintenance program for 2024.

This MFT resolution was amended from the last year's bidding attempt (July 2023). Engineers suggested to reject last years bids for coming in too high and suggested the city rebid the project in early spring 2024. This new bid will include repaving Crabtree Court.

MOTION by McKinley, seconded by Friedrich to approve the MFT Maintenance program for 2024. Voted unanimously. Motion carried.

D. Approval of the updated repaving program for FY 2024.

This is the same program as was approved last year, except we've switched out Dodge St for 2 blocks of Market St. This will repave the same blocks as the water main replacement project from the city square to Plum and will include catch basin replacement and a raising of a manhole.

MOTION by McKinley, seconded by Friedrich, to approve the updated repaving program for FY 2024. Voted unanimously. Motion carried.

E. Ordinance 1110 declaring surplus specified personal property owned by the City of Farmer City.

MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1110 declaring surplus specified personal property owned by the City of Farmer City. Voted unanimously. Motion carried.

CITY MANAGER REPORT

City Manager McLaughlin reminded residents that garbage pickup will be a day late next week due to the Christmas holiday. Also, the garbage company will pick up any extra bagged garbage outside of the bins starting next week and New Year's week. Christmas tree pickup will also start the week of New Year's and continue until the end of January. City hall will be closed starting this Friday thru Monday the 26th.

ADJOURNMENT

MOTION by McKinley, seconded by Friedrich, to adjourn the meeting. Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROEHLICH BETH AND	175.00	LEGAL	DSB
EVANS FROEHLICH BETH AND	175.00	LEGAL	DSB
QUADIENT FINANCE USA INC.	336.64	MONTHLY POSTAGE	DSB
WANSERSKI, ANGIE	30.65	TRAVEL FOR PICK UP	DSB
Mc LAUGHLIN, SUE	85.15	TRAVEL IDOT	DSB
CITY OF FARMER CITY	441.25	MONTHLY UTILITIES	DSB
MEDIACOM	156.90	MONTHLY INTERNET	DSB
HINCKLEY SPRINGS	38.40	WATER	DSB
EVANS FROEHLICH BETH AND	350.00	LEGAL	DSB
CLASPILL AUTOMOTIVE	120.29	DURANGO OIL CHANGE	DSB
EVANS FROEHLICH BETH AND	105.00	LEGAL	DSB
CITY OF FARMER CITY	276.52	MONTHLY UTILITIES	DSB
Z MOWING YARD WORK & MOR	20.00	LOCKER	DSB
RADAR MAN INC	3,090.00	FALCON RADAR UNIT	DSB
MAURER-STUTZ	2,345.85	PROFESSIONAL ENGINEERING v	DSB
MID-WEST TRUCKERS ASSOCI	77.00	FOLLOW UP FEE	DSB
MIDWEST SERVICE CORPORAT	83.00	ANNUAL CHARGE	DSB
CITY OF FARMER CITY	85.67	MONTHLY UTILITIES	DSB
RAHN EQUIPMENT COMPANY	798.00	SUPPLIES	DSB
CITY OF FARMER CITY	494.65	MONTHLY UTILITIES	DSB
CITY OF FARMER CITY	82.05	MONTHLY UTILITIES	DSB
Total 100:	9,367.02		
110			
MCK CPA & ADVISORS	5,000.00	AUDIT FEES	DSB
EVANS FROEHLICH BETH AND	175.00	LEGAL	DSB
Total 110:	5,175.00		
120			
CITY OF FARMER CITY	117.07	MONTHLY UTILITIES	DSB
Total 120:	117.07		
150			
MAURER-STUTZ	7,785.42	ENGINEERING NOV 23	DSB
MORTON SALT INC	2,185.31	BULK SALT	DSB
Total 150:	9,970.73		
240			
EVANS FROEHLICH BETH AND	437.50	LEGAL	DSB
EVANS FROEHLICH BETH AND	850.50	LEGAL	DSB
Total 240:	1,288.00		
270			
HOERR CONSTRUCTION INC.	106,357.95	ANNUAL SEWER LINING	DSB
Total 270:	106,357.95		
510			
FRONTIER	141.98	MONTHLY INTERNET	DSB
CITY OF FARMER CITY	1,825.64	MONTHLY UTILITIES	DSB
MAURER-STUTZ	5,045.00	PROFESSIONAL SERVICES	DSB
MITCHELL'S TRUCKING	578.33	MATERIAL HAULING- WATER DEPT	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 510:	7,590.95		
520			
HOERR CONSTRUCTION INC.	2,177.00	TRUCK SERVICE & REPAIR	DSB
MEDIACOM	201.51	SEWER INTERNET	DSB
CITY OF FARMER CITY	7,551.28	MONTHLY UTILITIES	DSB
NAPA AUTO PARTS	120.18	BULB & LIGHT	DSB
USA BLUEBOOK	11.45	FLASK BRUSH	DSB
Total 520:	10,061.42		
530			
Mc LAUGHLIN, SUE	85.15	TRAVEL IMEA	DSB
CITY OF FARMER CITY	2,455.34	MONTHLY UTILITIES	DSB
Total 530:	2,540.49		
Grand Totals:	152,468.63		



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: January 2, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 109 S Main St

The City purchased this property in September 2023. At the time, there was discussion to acquire it as a way to protect the City from becoming landlocked. The Police Chief and I also presented one possibility to tear down the building and use the land to expand or build a new police station/city hall. It was also proposed to turn the vacant portion of this property, to the east, into a parking lot for police and city staff.

There have been a number of concerns related to part of the existing city hall (south half). Councilman McKinley believes the upstairs was condemned many years ago, although we cannot find any reports of that. Staff can confirm, however, that the upstairs has been open to the point of allowing birds, squirrels and other vermin to come in. We have patched and repaired as best we can, but there is an overwhelming amount of animal feces (especially bird droppings) all over, which would require intense sterilization. Even if it were cleaned and made structurally sound, it is not ADA accessible and could not be used for public purpose without installing an elevator.

Regarding the rest of the building, I had structural engineers review it back in 2018. The report is attached. In this report, there were numerous concerns raised. In particular, there are bricks falling off the east wall where it has been parged with some type of cement. "Areas of the parging were observed to be cracking and moldy..." The parging is also bowing and becoming partially detached.

Another concern raised was that of the condition of the bricks. They believe the brick and mortar under the parging has disintegrated. They also state that the south elevation of brick and mortar is crumbling and missing as well. Their recommendation would be to remove the parging from the east wall and tuckpoint and replace bricks on the east and south walls.

I have attached some updated pictures as well. I reference these issues to make sure that they are included in any discussion regarding the stability of City Hall and the future need for 109 S. Main St. because fixing the south half of City Hall may be too financially burdensome.

In regard to 109 S. Main St., staff believes that it is not functional for use as-is. It has very small corridors, small offices and potentially has a mold problem. However, Rachel Cox approached me about renting it out frequently for paranormal investigators. It seemed acceptable until she wanted to make improvements to the building as well as to the south part of City Hall.

I did not believe it was prudent to spend taxpayer's money to make repairs until a decision was made by the City Council on the future direction of the property.

It is our opinion that the City should maintain ownership of 109 S. Main St. and, if so desired, consider leasing it out occasionally, but not making any substantial repairs. We do not believe it is in the City's best interest to sell the property or attempt to rehabilitate it for another use. This will keep it as an option should the City need to expand.



June 28, 2018

Sue McLaughlin, ICMA-CM
City Manager
City of Farmer City
105 South Main Street
Farmer City, IL 61842

RE: City Hall Brick South and East Elevation Observations and Air Conditioner Support

Dear Ms. McLaughlin,

We visited the City Hall on June 5, 2018 to make observations of the south and east elevations of the building and the air handler support inside the building and made the following observations.

Observations

Air Handler Unit

already addressed
The air handler unit (AHU) above the Police Department interview room is supported on timber two-inch by four-inch joists at two-foot centers, spanning approximately 15' 3", supported on ledger beams attached to the masonry walls on each side. The thermostat for this AHU is located in the Chamber Room. Every other two-inch by four-inch joist is attached to a three inch by half-inch timber member, which is attached to a two-inch by eight-inch second floor joist above, approximately 6'-6" north of the south masonry wall. A timber partition wall is located approximately five feet north of the south masonry wall, which may also support the two inch by four-inch joists.

In addition to the (AHU) discussed above, there is an HVAC unit above the reception desk area, a heater in the Police Office closet, and a furnace in the basement of the original portion of the building. Large portions of the insulation have become dislodged, rendering the ceiling uninsulated. A single duct from the Air Handler Unit above the Police Department interview room serves the Police Department area.

East Elevation

The east elevation of the original portion of the building has been parged with a cementitious mixture at some unknown time. Expanded metal reinforcement has been incorporated into the parging, as observed near the south end of the elevation, near the bottom of the wall. Parging a brick wall is used to provide a barrier from weather intrusion. Portions of the parging appear to have been replaced, especially near the top of the wall at the south end. Areas of the parging were observed to be cracking and moldy, especially under locations where holes were noted in the gutter. See Photographs No. 1 and No. 2.

Along the bottom of the east elevation the parging is deteriorated and slightly bowing for approximately two-feet in height. The bottom row of bricks is exposed, and some bricks are loose and lying on the ground. See Photographs No. 3 and No. 4. The bottom two-feet of the parging was sounded, and intermittent areas were found where the parging is partially detached from the brick, and sounded hollow where struck.

The second window from the south at the first-floor level was noted to be missing and the drywall and stud wall built inside the building is exposed to the environment.

South Elevation

The exterior of the east end of the south elevation is also parged for approximately 11-feet in length below the easternmost second floor window, and to the east edge of the window above. See Photograph No. 5. The parging is in fair shape with few of the issues demonstrated on the east elevation.

The keystone bricks above the first floor easternmost window are leaning out and the mortar is missing at several locations. See Photograph No. 6. Some of the keystone bricks directly above this location at the second floor window are missing at the east end. See Photograph No. 7.

At several intermittent locations along the south elevation, the mortar has been tuck pointed at some unknown date. The newer tuckpointed mortar is in fair to good condition. The majority of the wall has not been tuckpointed, and the mortar is very soft and crumbling. A screwdriver was used to determine the mortar strength, and the mortar was easily removed with moderate hand pressure. Some locations were found where the mortar is completely missing for a depth of approximately four inches, which corresponds to the exterior wythe depth of the brick. See Photographs No. 8 and No. 9.

The parapet along the entire south elevation is in extremely poor condition, with large areas of missing mortar and spalling brick. See Photographs No. 10, No. 11, and No. 12.

Conclusions and Recommendations

Air Handler Unit

already addressed

Calculations were performed to determine the capacity of the two-inch by four-inch framing. The existing two-inch by four inch joists are sufficient to carry the existing (AHU), if the joists are assumed to bear on the timber partition wall below. If the joists are assumed to span the 15'-3" between the masonry walls, the ceiling joists are overstressed. The weight of a new (AHU) would need to be known to evaluate the capability of the existing framing.

I recommend that, if a new Air Handler Unit is desired to be placed in the same location, the weight of the unit be ascertained prior to purchase so that an analysis can be performed to determine whether additional framing is required.

An assessment of the existing HVAC systems is recommended prior to purchasing any new units.

East Elevation

The parging and underlying brick are in poor condition, with large areas demonstrating cracking and loose brick, which would indicate that the mortar and brick beneath the parging has deteriorated. The holes in the gutter above have contributed to this deterioration. Once the parging has cracked, moisture can penetrate and access the brick and mortar behind, further causing deterioration.

I recommend that the gutter be replaced, and the wall be repaired by carefully removing the parging in short sections, tuckpointing the brick, and replacing bricks at the bottom of the wall as needed. To minimize disturbance to the wall during this process, the sections of parging removal should be limited to approximately four-feet in length, with a length of undisturbed parging adjacent to the repair area of approximately four feet in length. This process should proceed for the length of the wall until the entire wall has been tuckpointed. Re-parging the east elevation would not be necessary once the wall is fully tuckpointed.

South Elevation

The south elevation is in poor condition with a majority of the mortar very soft, crumbling, and missing entirely at intermittent locations. Areas of dislodged and missing bricks were found. The brick at the parapet level is in extremely poor condition, with numerous areas of brick spalling.

I recommend that the entire wall be tuckpointed to a minimum depth of three-inches, the missing bricks be replaced, and the dislodged bricks removed and reinstalled. At this time, the parged portions of the south elevation are in fair condition and do not need to be addressed. However, if continuity of appearance is important, this area could have the parging removed and the brick tuckpointed at the same time as the other repairs.

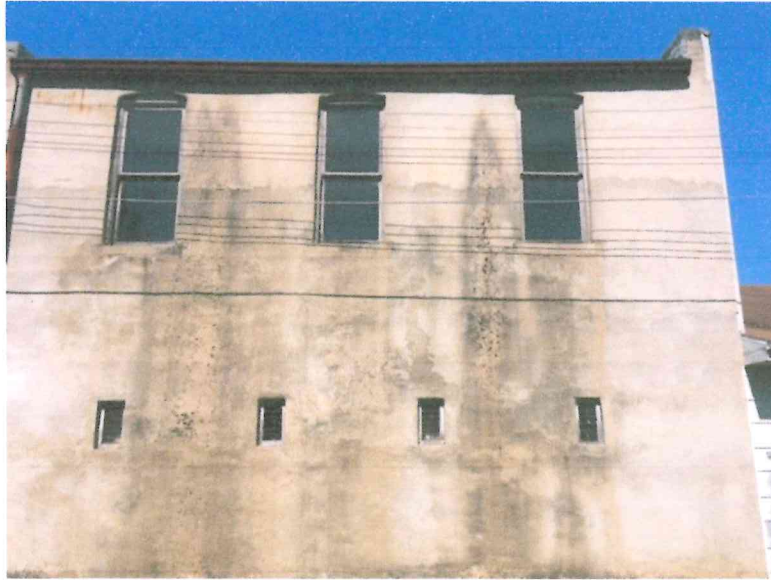
If you have any questions regarding this report please contact me at 217-352-7688 or at kbrandau@fehr-graham.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith E. Brandau". The signature is fluid and cursive, written over a white background.

Keith E. Brandau, P.E., S.E.
Lead Structural Engineer

Photographs



Photograph No. 1. east elevation



Photograph No. 2 - east elevation close up



Photograph No. 3 - bottom of wall of east elevation



Photograph No. 4 - along east elevation



Photograph No. 5 - east end of south elevation



Photograph No. 6 - keystone brick above window



Photograph No. 7 - window above Photograph No. 6 showing missing brick



Photograph No. 8 - showing length of deteriorated mortar



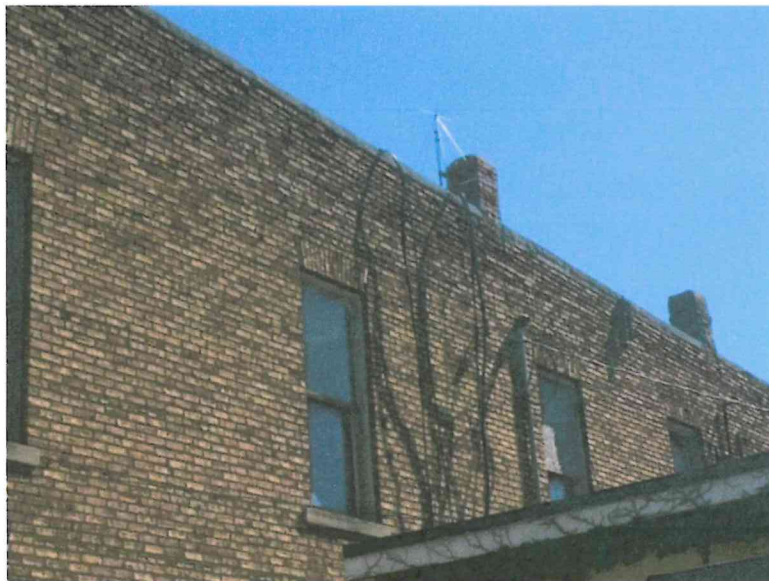
Photograph No. 9 - showing depth of mortar deterioration at location of Photograph No. 8



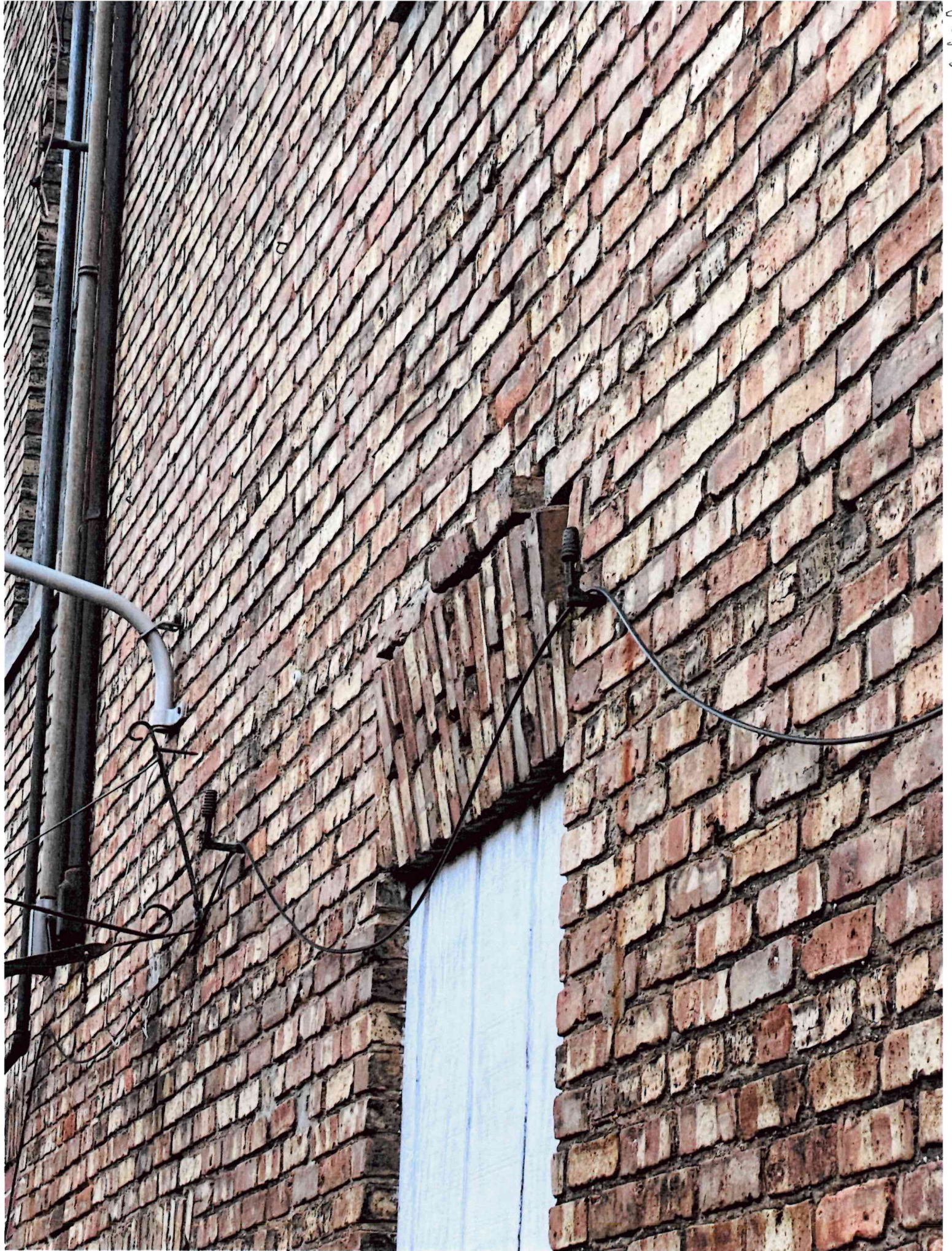
Photograph No. 10 - parapet at west end of south elevation



Photograph No. 11 - near the center of the south elevation



Photograph No. 12 - east of Photograph No. 11





1400



CPND



CR08



2023

www





CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: January 2, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 115 S Main St

The attached is a request from the new owners of 115 S Main St for TIF assistance to replace the HVAC in the building. It is my understanding they will be putting together a larger project proposal for renovations at a later date but need to get the heat turned on first.

The applicant, Arthur Williams, submitted 4 quotes: (1) Lanz Heating & Cooling for \$19,995; (2) P&P Heating & Cooling for \$20,500; (3) Enger Brothers for \$23,309.14 and (4) Hoveln Heating & Cooling for \$32,238.

Our ordinance allows for 20% reimbursement on these types of requests, but in the past you have provided up to 30%. Reimbursement on the low bid would be between \$3,999 (20%) and \$5,998.50 (30%).

REDEVELOPMENT AGREEMENT

by and between the

CITY OF FARMER CITY, ILLINOIS

and

ARTHUR WILLIAMS

Dated as of January 2, 2024

Document Prepared By:

**Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

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EXHIBIT LIST

EXHIBIT A	Description of Property
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of January 2, 2024, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **City of Farmer City, DeWitt County, Illinois**, an Illinois municipal corporation (the “**City**”), and **Arthur Williams** of Farmer City, Illinois (the “**Developer**”). This Agreement shall become effective upon the last of the City and the Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “**TIF Act**”), the Mayor and City Council of the City (the “**Corporate Authorities**”) adopted certain ordinances (Ordinance Nos. 1018, 1019 and 1020 on December 10, 2018, collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinance, the City designated the Redevelopment Project Area (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) upon the Property (as defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project (as defined below) without certain tax increment finance incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist the Developer in the manner set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“**Building**” means the existing building located upon the Property.

“Corporate Authorities” means the Mayor and City Council of the City.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including costs of renovations, repairs and facade improvements of an existing private building upon the Property and other Project Costs.

“Fund” means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

“Incremental Property Taxes” means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Redevelopment Project Area and any adjacent TIF redevelopment project area by taxing districts that is attributable to the increase in the equalized assessed value of the Redevelopment Project Area and any adjacent TIF redevelopment project area over the initial equalized assessed value of the Redevelopment Project Area and any adjacent TIF redevelopment project area as assigned by the DeWitt County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Treasurer for deposit by the Treasurer into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work for any “public body” (as therein defined) or on any “public works” (as therein defined) no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain notice and recordkeeping duties.

“Project” means the renovations, repairs and facade improvements of the Building upon the Property.

“Project Completion Date” means the date which occurs no later than twelve (12) months from and after the date this Agreement is executed by the City.

“Property” means, collectively, the real estate consisting of the parcel or parcels legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

“Reimbursement Amounts” means, collectively, amounts to be reimbursed or paid to or as directed by the Developer from the Fund by the City under and pursuant to Section 4.1 of this Agreement.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

“TIF Financing” means financing arrangements to or for the benefit of the Developer

arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

“**Treasurer**” means the City Treasurer of the City, or his or her designee.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

(a) **Organization and Standing.** The City is a municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that any and all financial obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the City’s agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) **Governmental Consents and Approvals.** No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this

Agreement or the performance by the City of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

(a) **Organization.** The Developer is a natural person.

(b) **Power and Authority.** The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder and thereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) **Consents and Approvals.** No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) **No Proceedings or Judgments.** There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III

**CONDITIONS PRECEDENT TO THE UNDERTAKINGS
ON THE PART OF THE DEVELOPER AND THE CITY**

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon each of the following:

- (1) The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the “**City Codes**”), it being understood that the City in its capacity as a municipal corporation has discretion to approve the Project; and
- (2) The Developer shall have substantially completed the Project on or before the Project Completion Date.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the Project Completion Date, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

**ARTICLE IV
CITY’S COVENANTS AND AGREEMENTS**

Section 4.1. City’s TIF Funded Financial Obligations. The City shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by or on behalf of the Developer and the approval thereof by the City in accordance with Article VI of this Agreement, the City, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such amounts (the “**Reimbursement Amounts**”) related to Project upon the Property as follows:

Such Reimbursement Amounts in connection with the Project shall be in an amount up to \$4,000 for eligible Redevelopment Project Costs subject to the further terms and limitations of this Agreement.

Section 4.2. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of any Reimbursement Amounts to be paid or reimbursed by the City is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Developer agrees that the City may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Reimbursement Amounts, if available, to be redirected to

reimburse the City for its defense costs, including without limitation attorneys' fees and expenses.

ARTICLE IV
DEVELOPER'S COVENANTS

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to undertake and complete the Project on or before the Project Completion Date. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits, and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable City Codes.

Section 5.3. Prevailing Wages. The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The City makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 5.4. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Building, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 *et seq.*), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a

covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2039, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The City and the Developer agree that the Eligible Redevelopment Project Costs constituting the Reimbursement Amounts shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The City and the Developer intend and agree that any Reimbursement Amounts shall be disbursed by the City Manager for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The City hereby designates the City Manager of the City as its representative to coordinate the authorization of disbursement of any Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of any Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a “**Requisition**”) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The City Manager shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that (i) all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or (ii) a “Default” under this Agreement as described in Section 6.1 hereof has occurred and is continuing. If a Requisition is disapproved by such City Manager, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay each of the applicable Reimbursement Amounts which are approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after the approval of any such applicable Requisition.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement or any of the Related Agreements;

By the City:

(1) The failure by the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable

relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the City, any such failure shall not be deemed to be a Default or a Breach on the part of the City.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The City and its Corporate

Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the construction or installation of the Project, **(iii)** the Developer's compliance with the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; **(ii)** (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any

now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

Section 9.1 Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, including in particular the Letter of Understanding, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special

and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged. The City pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute “unavoidable delays”): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. Cooperation and Further Assurances. The City and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the City and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of the Developer, to:
ARTHUR WILLIAMS
115 S. Main
Farmer City, IL 61842
Tel: 217-390-9306

- (ii) In the case of the City, to:
CITY OF FARMER CITY, ILLINOIS
105 S. Main Street
Farmer City, IL 61842-0049
Attn: City Manager
Tel: (309) 928-3412

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer, may be made without the prior written consent of the City. Except as authorized in this Section above, any other assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in DeWitt County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate on December 31 of the second (2nd) calendar year following the calendar year in which the City executes this Agreement; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.5 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not

to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of any provision of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

ARTHUR WILLIAMS

By: _____

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of Property

Legal: Commencing 40 feet North of the Southwest corner of Lot 6 in Block 10 in the Original Town of Mt. Pleasant, now the City of Farmer City, running thence East to a point 10 feet West of the East line of Lot 8 in said Block 10, thence North 26 feet, thence West to the West line of Lot 6 in said Block 10, thence South 26 feet, to the place of beginning, situated in the City of Farmer City, County of Dewitt, State of Illinois.

Address: 115 S. Main Street, Farmer City, IL 61842 (located in TIF #3-Forward TIF)

PIN: 05-28-338-007

ORDINANCE NO. 1111

**AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS AND ARTHUR WILLIAMS IN CONNECTION
WITH THE REDEVELOPMENT PROJECT AREA**

WHEREAS, Arthur Williams (the “**Developer**”), has submitted a proposal to the City of Farmer City, DeWitt County, Illinois (the “**Municipality**”) for redevelopment within the Municipality’s Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Developer have engaged in negotiations related to a Redevelopment Agreement (including all exhibits and attachments in connection therewith, the “**Redevelopment Agreement**”) concerning redevelopment incentives and assistance related to the development and redevelopment of a part of the Redevelopment Project Area.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS, as follows:

Section 1. Approval. The Redevelopment Agreement, in substantially the form thereof presented before the meeting of the Mayor and City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Redevelopment Agreement for and on behalf of the Municipality with such changes therein as such officers shall approve; and upon the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, consultants and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments authorized by the Redevelopment Agreement, not inconsistent with the Redevelopment Agreement, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement.

Section 2. Bid Waiver. Pursuant to the Municipality’s power and authority as a unit of local government of the State of Illinois, applicable bidding requirements, if any, related to the Redevelopment Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable law related to the Redevelopment Agreement, including without limitation the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Section 3. Effective. This ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

Upon motion by _____, seconded by _____, adopted at a regular meeting this 2nd day of January, 2024, by roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

PASSED this 2nd day of January, 2024.

City Clerk

APPROVED this 2nd day of January, 2024.

Mayor

