

ORDINANCE NO. 17-08-22A

VILLAGE OF MCLEAN, ILLINOIS

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT WITH BRAD WADE AND KRISTY WADE

WHEREAS, the Village of McLean, Illinois (the "Village") has, pursuant to statute, designated a redevelopment project area and approved redevelopment plans;

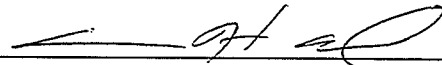
WHEREAS, the Village has received a proposal from Brad Wade and Kristy Wade (the "Developer") whereby the Developers propose to purchase the real estate commonly known as Lot 1, set forth on the re-plat of Lot 3 of McLean Industrial Park (the "Project Site") and develop the site thereon, which is expected to generate substantial tax revenue and employment opportunities;

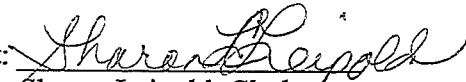
BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF MCLEAN, ILLINOIS, AS FOLLOWS:

1. The Redevelopment Agreement attached hereto is hereby approved.
2. The Acting Village President and Clerk of the Village are authorized to execute the Redevelopment Agreement and other documents, and to perform all acts, necessary to carry out the intent of this ordinance.
3. This Ordinance shall take effect upon passage and publication as provided by law.

PASSED ON A ROLL CALL VOTE AND APPROVED THIS 22<sup>nd</sup> DAY OF August, 2017.

VILLAGE OF MCLEAN, ILLINOIS

By:   
Aaron Hammel, Acting Village President

Attest:   
Sharon Leipold, Clerk

<u>5</u>	AYES
<u>0</u>	NAYS
<u>0</u>	ABSENT

## REDEVELOPMENT AGREEMENT WITH BRADLEY WADE AND KRISTY WADE

THIS REDEVELOPMENT AGREEMENT is dated on the date and year hereinafter set forth by and between the VILLAGE of McLean, McLean County, Illinois, an Illinois municipal corporation hereinafter the "VILLAGE", and Bradley Wade and Kristy Wade, hereinafter the "REDEVELOPER".

For the purpose of this Agreement, the following terms shall have the meanings as hereinafter indicated:

"Act": Shall mean the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., including all amendments thereto.

"Project Site" Shall mean that certain parcel of real estate described on Exhibit "A" attached hereto and made a part hereof.

"Redevelopment Plan" Shall mean the VILLAGE of McLean Redevelopment Plan, as amended from time to time.

"Redevelopment Project Area" Shall mean the VILLAGE of McLean Redevelopment Project Area, as described in the Redevelopment Plan, sometimes also referred to herein as the "TIF District".

### - PREAMBLE -

#### DESIGNATION OF REDEVELOPMENT PROJECT AREA

A. Adoption and Qualification as a TIF District. The VILLAGE has previously approved the Redevelopment Plan, designated the Redevelopment Project Area a redevelopment project area pursuant to the Act, adopted tax increment allocation financing therein, and directed that the tax increment shall be allocated to and, when collected, shall be paid to the VILLAGE Treasurer who shall deposit said funds in the special tax allocation fund for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

B. Objectives. The reasons for establishing the Redevelopment Project Area are to eliminate the blighted conditions in the Redevelopment Project Area and to guide private development projects in order to achieve the objectives set forth in the Redevelopment Plan.

C. Incentives. To help achieve the aforementioned objectives, and to help realize the resultant benefits, the VILLAGE will provide specific incentives (as hereinafter described) to the REDEVELOPER.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore, and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I ACQUISITION AND RENOVATION OF PROJECT SITE

1.1 REDEVELOPER to Develop Project Site. In consideration of the incentives provided by the VILLAGE as hereinafter described, the REDEVELOPER shall at its sole cost and expense purchase the property that is set forth on Exhibit "A", attached hereto and incorporated herein by reference, develop the lot that is acquired as described on Exhibit "B", attached hereto and incorporated herein by reference and shall incur total estimated costs of \$95,000.00 for the acquisition of the lot, set forth on Exhibit "A" and for the construction of the improvements set forth on Exhibit "B". REDEVELOPER shall acquire the lot described on Exhibit "A" by, on or before October 31, 2017, shall commence the improvements set forth on Exhibit "B" by, on or before October 31, 2017 and shall complete the entire project described on Exhibit "B" by, on or before March 1, 2018. However, if delay is caused or contributed to by act or neglect of the VILLAGE or those acting to or for or under the VILLAGE, labor disputes, casualties, acts of God, public enemy, government, embargo, restrictions, action or non-action of public utilities or of local, state or federal government affecting the work, or other causes beyond the REDEVELOPER'S control, then the time of completion of said construction shall be extended for the additional time caused by such delay.

1.2 REDEVELOPER to Maintain Project Site in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances. REDEVELOPER shall, at all times, operate its facility in conformance with all applicable laws, rules and regulations including any and all ordinances of the VILLAGE. REDEVELOPER shall at no time store any hazardous or special waste at the facility or discharge any noxious or hazardous fumes, liquids, or solids into the atmosphere or groundwater, or otherwise into the environment, except for substances used in the ordinary course of the REDEVELOPER'S business. No materials, hazardous or otherwise, shall be stored in the open or in "plain view"; provided, however, that the REDEVELOPER may temporarily unload such materials in the open or in "plain view."

### ARTICLE II DEVELOPMENT INCENTIVES

2.1 Waived Fees. The VILLAGE agrees, for the REDEVELOPER to waive the payment of all building permit fees, water and sewer tap on/connection/installation fees for improvements erected on the property that is the subject of this agreement. This waiver shall only apply for the REDEVELOPER and shall not apply for any improvements constructed by anyone other than the REDEVELOPER.

2.2 Redevelopment Project Cost Reimbursement: The VILLAGE has entered into this agreement in furtherance of the Redevelopment Plan and directly, in connection therewith, agrees to reimburse REDEVELOPER "Redevelopment Project Costs" permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3(q) incurred by REDEVELOPER as hereinafter set forth. VILLAGE shall reimburse 1/16 of the costs as hereinafter described on an annual basis, commencing on December 1, 2018 and each December thereafter for the remaining term of the Redevelopment Plan. The reimbursement to the REDEVELOPER is based upon the following estimated costs for the following purposes:

(a) Land Acquisition	\$90,000.00
(b) Site Work	\$40,000.00
(c) Legal Services for assisting REDEVELOPER with regard to the project	\$7,000.00
(d) Interest costs incurred by REDEVELOPER for the construction of the project provided that such payments shall not exceed 30% of the annual interest cost incurred by the REDEVELOPER.	\$23,000.00
	<u>\$160,000.00</u>

The REDEVELOPER shall furnish to the VILLAGE, evidence of each of the foregoing costs that have been incurred by the REDEVELOPER. In the event that the interest expense is less than \$23,000.00, then the total amount of reimbursement that shall be paid to the REDEVELOPER shall be reduced so that the total payment to the REDEVELOPER does not exceed the actual interest cost incurred. In the event that 30% of the interest costs incurred by the REDEVELOPER is more than \$23,000.00, this additional interest cost shall not be reimbursed. The documents that are furnished to VILLAGE by the REDEVELOPER shall be in a form and substance reasonably satisfactory to the VILLAGE and shall provide sufficient detail and information so that the VILLAGE can confirm the actual cost for all of the foregoing expenses. In the event that the total of all of the foregoing expenses are less than \$160,000.00 then the total amount of reimbursement to the REDEVELOPER shall be reduced so that the total payment to the REDEVELOPER over the 16 year period of project cost reimbursement does not exceed the total of the foregoing actual cost incurred. In no event shall the maximum reimbursement exceed \$10,000.00 per year.

2.3 Public Improvement Cost Reimbursement. The VILLAGE has entered into this Agreement in furtherance of the Redevelopment Plan and, directly in connection therewith, agrees to reimburse REDEVELOPER for up to \$160,000 (The "Reimbursement") of "redevelopment project costs" permitted to be reimbursed pursuant to 65 ILCS 5/11-74.4-3(q), incurred by the REDEVELOPER as set forth in the preceding paragraph. Such costs shall be paid as set forth in the preceding paragraph.

**ARTICLE III  
NOTICE**

3.1 Form. All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or four (4) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

If to the VILLAGE:                   VILLAGE of McLean  
  P.O. Box 84  
  McLean, Illinois 61754

With a copy to:                       Mark J. McGrath  
  Attorney at Law  
  McGrath Law Office, P.C.  
  113 S. Main St., P.O. Box 139  
  Mackinaw, Illinois 61755

If to REDEVELOPER:               Brad and Kristy Wade

With a copy to:                       Patrick Cox  
  Attorney at Law  
  Cox & Associates  
  202 N. Center, 3<sup>rd</sup> Floor  
  Bloomington, IL 61701

**ARTICLE IV  
RESTRICTIONS ON REDEVELOPMENT**

4.1 Equal Employment Opportunity. The DEVELOPER will abide by the following with respect to the construction of the Public Improvements:

4.1.1 Non-Discrimination. The REDEVELOPER will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The REDEVELOPER will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The REDEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

4.1.2 Advertising. The REDEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the REDEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

4.1.3 Liability Insurance Prior to Completion. Prior to commencement of construction, the REDEVELOPER shall procure and deliver to the VILLAGE, at the DEVELOPER'S or general contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of REDEVELOPER contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by VILLAGE to protect VILLAGE and REDEVELOPER against any liability incidental to the use of or resulting from any accident occurring in or about the Public Improvements or the construction and improvement thereof. Each such policy shall name the VILLAGE as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the VILLAGE at least thirty (30) days prior to any cancellation or amendment of its policy.

## ARTICLE V GENERAL

5.1 Assessment of Redevelopment Project Area. The parties agree that the Project Site shall be assessed for general real estate taxes in the manner provided by Illinois Compiled Statutes, as amended from time to time. The REDEVELOPER agrees that it will not do any of the following until final payment by VILLAGE of the redevelopment project cost reimbursement set forth in 2.2 and 2.3:

- a. Request a full or partial exemption from general real estate taxes; or,
- b. Request an assessment at a value not permitted by law.

5.2 No Recourse Against Public Officials. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the elected public officials of the VILLAGE or its officers, agents, attorneys and employees, in any amount subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the elected public officials of the VILLAGE or its officers, agents, attorneys and employees and all such claims are hereby expressly waived and released as a condition of and as a consideration for the execution of this Agreement by the VILLAGE, provided such elected officials, officers, agents, attorneys and employees are acting pursuant to lawful authority and are uniformly enforcing and/or administering the laws, ordinances, practices and procedures of the VILLAGE. This paragraph is a waiver of claims only with respect to the individuals named herein, and is not a waiver by the REDEVELOPER of any claims against the VILLAGE.

5.3 No Waiver. Failure of any party to this Agreement to insist upon the strict and prompt performance of terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

5.4 VILLAGE Action. Where VILLAGE approval or direction is required by this Agreement, such approval or direction means the approval or direction of the VILLAGE Board unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements are inconsistent with this Agreement.

5.5 Recordation. This Agreement or a memorandum thereof may be recorded with the Recorder of Deeds of McLean County, Illinois, by either party.

5.6 Incorporation of Recitals. The definitions and recitals set forth in the Definition of General Terms and Preamble are hereby specifically incorporated into this Agreement.

5.7 Entire Agreement. The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written understandings and constitute the entire agreement between the VILLAGE and the REDEVELOPER.

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

5.9 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 construing or interpreting any provision.

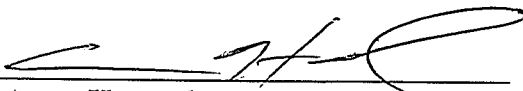
5.10 Assignment. The REDEVELOPER may not assign its rights under this Agreement, without the prior written consent of the VILLAGE. However, any such assignment shall not relieve the REDEVELOPER of its obligations hereunder. The VILLAGE may not unreasonably withhold its consent. The REDEVELOPER may assign this Agreement to any entity owned by, or under common ownership with, the REDEVELOPER.

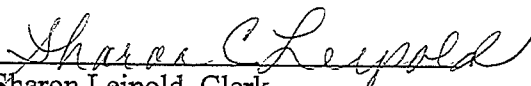
5.11 Indemnification of VILLAGE. REDEVELOPER agrees to indemnify, defend and hold harmless the VILLAGE, its President, VILLAGE Board members, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs and expenses and reasonable attorneys' fees brought by third parties growing out of or arising from any and all conduct of the REDEVELOPER, its agents, employees, attorneys and representatives in connection with the acquisition and construction of the Project Site and operation of its business in the Redevelopment Project Area. Further, the REDEVELOPER (not the VILLAGE) shall be solely responsible for the completion of the Project Site.

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

Dated signed: 8-22, 2017

VILLAGE OF MCLEAN, ILLINOIS

By:   
Aaron Hammel, Acting President

Attest:   
Sharon Leipold, Clerk

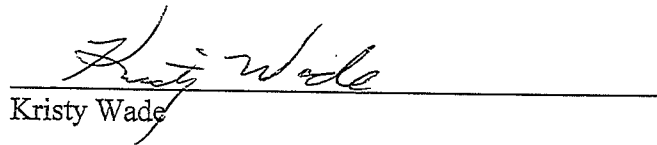
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REDEVELOPER:

Dated signed: 8-22, 2017

  
Brad Wade

  
Kristy Wade

This Document Prepared By:  
McGrath Law Office, P.C.  
**Mark J. McGrath**  
Attorney for Village of McLean  
113 S. Main St., P.O. Box 139  
Mackinaw, Illinois 61755  
Telephone: (309) 359-3461

This document approved by:  
Cox & Associates  
**Patrick Cox**  
Attorney for Brad and Kristy Wade  
202 N. Center, 3<sup>rd</sup> Floor  
Bloomington, IL 61701  
(309) 828-7331

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY TO BE ACQUIRED BY REDEVELOPER

Lot 1 of McLean Industrial Park 2<sup>nd</sup> Addition, which is a re-plat of Lot 3 of McLean Industrial Park.

PIN: Part of 26-36-358-003

EXHIBIT "B"  
DESCRIPTION OF PROJECT

The building will be used as a farm shop for repair of farm machinery. Storage of farm machinery. Office and commons area for farm business and seed sales. Storage of farm seeds. Equipment for repackaging and treatment of farm seeds.