

CITY OF OGLESBY, ILLINOIS

ORDINANCE NO. 1146-122120

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT**

BETWEEN

THE CITY OF OGLESBY

AND

DE'VINE FLORAL DESIGNS AND GIFTS

OGLESBY TIF DISTRICT I

**ADOPTED BY THE MAYOR AND COMMISSIONERS
OF THE CITY OF OGLESBY, ILLINOIS,
ON THE 21ST DAY OF DECEMBER, 2020.**

CITY OF OGLESBY, ILLINOIS: ORDINANCE NO. 1140.122120

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT BETWEEN:
THE CITY OF OGLESBY AND
DE'VINE FLORAL DESIGNS AND GIFTS

OGLESBY TIF DISTRICT I

BE IT ORDAINED BY THE CITY OF OGLESBY THAT:

SECTION ONE: The TIF Redevelopment Agreement with De-Vine Floral Designs and Gifts, (Exhibit A attached) is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the Clerk of the City of Oglesby is hereby authorized and directed to attest such execution.

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 21st day of December, 2020.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the City of Oglesby this 21st day of December, 2020.

MAYOR & COMMISSIONERS	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Carrie Lijewski	X		
Jason Curran	X		
James Cullinan	X		
Thomas Argubright	X		
Dominic Rivara, Mayor	X		
TOTAL VOTES:	5		

APPROVED: Dominic Rivara, Date 12 / 21 / 2020
Mayor, City of Oglesby

ATTEST: Amy Cituto, Date: 12 / 21 / 2020
City Clerk

EXHIBIT A

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF OGLESBY
AND
DE'VINE FLORAL DESIGNS AND GIFTS**

**OGLESBY
TAX INCREMENT FINANCING (TIF) DISTRICT I**

11410-122120

TIF REDEVELOPMENT AGREEMENT

by and between

THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS

and

DE'VINE FLORAL DESIGNS AND GIFTS

DECEMBER 21ST, 2020

REDEVELOPMENT AGREEMENT
by and between
CITY OF OGLESBY
and
DE'VINE FLORAL DESIGNS AND GIFTS

OGLESBY TIF DISTRICT I

THIS AGREEMENT (including *all Exhibits*) is entered into this 21st day of December, 2020, by the City of Oglesby (“City”), an Illinois Municipal Corporation, LaSalle County, Illinois; and De’Vine Floral Designs and Gifts (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 a municipality may expend funds for economic development purposes to commercial enterprises that are necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, on December 31, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City approved a Redevelopment Plan, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act, pursuant to the Act, known as the **Oglesby Tax Increment Financing District I** (the “TIF District”); and

WHEREAS, included in the Redevelopment Project Area is property owned by the Developer located at 110 N. Columbia Street, Oglesby, Illinois (the “Property”); and

WHEREAS, the Developer has proceeded with plans to rehabilitate and renovate the commercial building located on the Property (the “Project”); and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax base of the City and the tax base of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's Project is consistent with the land uses of the City as adopted; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") pursuant to 65 ILCS 11-74.4-3(q) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the City has determined that this Developer's Project requires the incentives requested herein and that said Developer's Project would, as part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City and the Developer (the "Parties") have agreed that the City shall provide a grant to the Developer for reimbursement of the Developer's Eligible Project Costs (*Exhibit 1*) in a one-time, lump-sum reimbursement amount not to exceed **Five Thousand Two Hundred and 00/100 Dollars (\$5,200.00)** to be paid from the Oglesby TIF District I Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in consideration of the execution of this Agreement, the Developer has proceeded with the Project as set forth herein; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to complete the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The City is extending incentives for the Developer's Project in anticipation of the expected completion of the Developer's Project as set forth herein.
4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District, currently known as "**Oglesby TIF District I**" which includes the Developer's Property. The City has previously assisted certain Redevelopment

Projects through TIF incentives, similar to the incentives provided herein for this Developer's Project.

C. INCENTIVES

In consideration for the Developer completing its Project as set forth herein, the City agrees to extend to Developer the following incentives to assist Developer's Project:

1. The City shall provide a one-time, lump-sum grant to the Developer as reimbursement of the Developer's TIF eligible project costs as herein described in *Exhibit 1* and in an amount not to exceed **Five Thousand Two Hundred and 00/100 Dollars (\$5,200.00)**, to be paid from the Oglesby TIF District I Special Tax Allocation Fund.
 - a) The Parties agree that the City has already provided the reimbursement of \$5,200.00 to the Developer as set forth herein and the City hereby ratifies such payment. The Parties further acknowledge that no further reimbursement is owed by the City to the Developer hereunder.

D. LIMITATION OF INCENTIVES TO DEVELOPER

The Developer's reimbursement shall not exceed **\$5,200.00** and shall only be reimbursed for the Developer's TIF eligible project costs incurred by the Developer for the Project and as herein described in *Exhibit 1*.

E. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

F. WAIVER

Any Party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the Party waiving such right of remedy does so in writing. No such waiver shall obligate such Party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said Party pursuant to this Agreement.

G. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

H. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY

City of Oglesby
% City Clerk
110 E. Walnut Street
Oglesby, Illinois 61348
Ph: (815) 883-3389

TO DEVELOPER

De'Vine Floral Designs and Gifts
c/o _____
110 N. Columbia Street
Oglesby, Illinois 61348

With copy to Administrator:
Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Ph: (309) 664-7777

I. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

J. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by private developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the “indemnified Parties”), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of the City.

K. AMENDMENTS TO THIS AGREEMENT

The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

L. TERM OF THE AGREEMENT

This Agreement shall expire following payment by the City to the Developer for the one-time, lump-sum reimbursement of TIF Funds per *Section C*.

M. ASSIGNMENTS

The rights and obligations of the Developer under this Agreement shall not be assignable by the Developer.

N. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Oglesby, Illinois.

City

CITY OF OGLESBY, an Illinois Municipal Corporation:

BY: *Dominic Purara*
Mayor, City of Oglesby

ATTEST:

Amy Estacio
Clerk, City of Oglesby

DEVELOPER

DE'VINE FLORAL DESIGNS AND GIFTS:

BY: _____

PRINTED NAME: _____

TITLE: _____

EXHIBITS ARE ATTACHED AS FOLLOWS:

Exhibit 1. Summary of Estimated TIF Eligible Project Costs

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

DE'VINE FLORAL DESIGNS AND GIFTS

Oglesby TIF District I
City of Oglesby, LaSalle County, Illinois

Project Description: Developer is proceeding with plans to incur costs for rehabilitation of the commercial building located on the Property.

Street Location: 110 N. Columbia Street, Oglesby, Illinois

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$5,200.00
Total Estimated TIF Eligible Project Costs¹	<u>\$5,200.00</u>

¹ Although the Developer's TIF Eligible Project Costs may exceed \$5,200.00, the City's reimbursement to the Developer shall not exceed \$5,200.00 pursuant to the terms and condition contained herein.