



WHERE HISTORY & PROGRESS MEET

## DEVELOPMENT COMMITTEE

**Monday, July 10, 2017**  
**7:00 P.M. - Council Chambers**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. June 12, 2017
3. Public Participation
4. Items for Consent
  - A. West Chicago Printing Company - 131 Fremont Street – Façade Grant
5. Items for Discussion
  - A. Kindred Coffee – 146-148 W. Washington – Redevelopment Agreement
  - B. St. Mary's Parish - 140 N. Oakwood Avenue – Special Use, Variances, Deviation & Plat of Consolidation
  - C. West Chicago Community Center – 151 W. Washington Street - Appearance Code Appeal
  - D. Bishop Place PUD Amendment – Conceptual Review
  - E. Route 59/North Avenue Commercial Market Study
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

Draft

## **MINUTES**

### **DEVELOPMENT COMMITTEE**

**June 12, 2017, 7:00 P.M.**

**1. Call to Order, Roll Call, and Establishment of a Quorum.**

Alderman Stout called the meeting to order at 7:00 P.M.

Roll call found Aldermen James Beifuss, Michael Ferguson, Bonnie Gagliardi, John Smith, Jayme Sheahan, and Rebecca Stout present.

Also in attendance was Director of Community Development, John Said.

**2. Approval of Minutes.**

**A. May 8, 2017**

**Alderman Smith moved and Alderman Gagliardi seconded a motion to approve the minutes. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan, Smith and Stout. Voting Nay: 0.**

**B. May 16, 2017**

**Alderman Sheahan moved and Alderman Ferguson seconded a motion to approve the minutes. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan, and Stout. Voting Nay: 0. Abstain: Alderman Smith.**

**3. Public Participation.**

Sherwood Blitstein of Mosaic Properties, and ten-year-owner of the Mosaic Crossing Shopping Center (except for the building where Old Time Pottery is located), addressed the Committee. He briefly commented on the Route 59/North Ave. Market Study to be discussed at the meeting. He said he agrees with most of the report. He commented on the status of the center, including that it is not optimal for retail, and he noted that there is

Development Committee Minutes  
June 12, 2017

an existing restrictive covenant on the center between himself and the other owner, which would need to be amended if alternative (non-retail/commercial) uses were introduced. Mr. Blitstein went on to comment about potential users for some or all of the former Hobby Lobby space in his center, including a possible flea market (“community marketplace”), self-storage, a Salvation Army store, and a banquet hall. He would like the City to consider allowing the flea market, which would require a text amendment.

**4. Items for Consent.**

**A. Powis Road – Plat of Dedication**

**B. 342 E. York Avenue – Plat of Vacation & Conveyance**

**C. 1090 Carolina Drive – Special Use**

**D. 314 & 324 Fairview Avenue – Plat of Resubdivision**

**E. 146 – 148 W. Washington Street – Façade Grant**

**Alderman Smith motioned first and Alderman Sheahan seconded the motion to approve the Items for Consent. Voting Aye: Aldermen Beifuss, Ferguson, Gagliardi, Sheahan, Smith and Stout. Voting Nay: 0.**

**5. Items for Discussion.**

**A. Route 59 – North Avenue – Commercial Market Study**

Mr. Said introduced this item with a summary of the staff report concerning the Market Study. He mentioned the Strategic Plan process that led to the Market Study, and the hiring and work by consultants Valerie S. Kretchmer Associates (VSKA). He went on to describe the work done by VSKA to complete the Study.

Mr. Said then went on to describe VSKA’s findings in the Study, including: (1) that the area has a presence of healthy businesses combined with some vacancies and undeveloped land; (2) there is limited opportunity for additional retail growth; (3) retail growth has been difficult due to changes in the retail economy, poor layout and condition of the Mosaic Square site, access issues, and retail centers outside West Chicago; (4) that extensive residential growth would have limited impact on potential new retail growth; (5) that the presence of a flea market or religious use in this area would present challenges to the image of the area; and added a staff concern regarding difficulties in ensuring compliance of flea market businesses with City business registration and sales



tax payment requirements. Mr. Said went on to summarize additional report comments, which mentioned short-term options vs. long-term solutions, including redevelopment of the Mosaic space, other types of uses such as residential, mixed-use and possibly industrial, and the opportunity for some retail/commercial growth on remaining smaller vacant parcels in the area. Mr. Said mentioned that in addition to the flea market idea, there have been inquiries concerning residential/commercial or industrial uses on the large site west of Menard's, and that the proposed North Ave. traffic signal would help all the businesses in that area. As to the flea market, no application has been submitted to date. Mr. Said concluded by noting that this independent report confirms the challenging conditions that City representatives have identified for many years concerning this area.

Ald. Beifuss then discussed the Study, noting that there is a lot of material to digest. He noted that some businesses, such as Menard's, survive and thrive in this area because they are destination-type uses that online shopping cannot easily compete with. He went on to note that this intersection of two state routes has lots of traffic, and that it has lots of value because of that. Additional comments were made by Ald. Beifuss and staff concerning the retail surplus, restaurants, nearby employment areas, the potential banquet hall, and the existing Tax Increment Finance (TIF) District on the Mosaic site.

Ald. Ferguson commented on the former Hobby-Lobby's history, noting that it started as a K-Mart. He went on to mention that a former K-Mart in Carol Stream was converted to a church, and that location is blighted. He noted that the Mosaic center in West Chicago has had some difficulties over the years due to visibility. Mr. Blitstein responded that the building actually has good visibility from North Ave., as it is not set back too far off the road. Mr. Blitstein said he would be willing to improve the property, and it would be easy to do so, although he says it is currently impractical due to a lack of tenancy.

Further discussion by the Committee and staff focused on the relative success of some businesses in the area, based on their individual characteristics. The status of some businesses as destination uses, and others as pass-by uses, are significant factors in determining whether or not they will be successful.

Ald. Gagliardi inquired about opportunities for a grocer such as Trader Joe's in the Study area. Discussion in response noted that Trader Joe's liked the site but that the demographics of the area did not match their desired profile. It was also noted that previous grocery stores, that had occupied what is now Old Time Pottery, did not survive and that the relative shortage of residential areas in the immediate vicinity detracted from that opportunity.

Ald. Beifuss referred to his earlier comments about the value in this area, and noted that because of the market area identified (within a 10-minute drive), there is lots of

purchasing power in the area. He emphasized that the City should not settle on a quick fix solution that would be regretted later.

Ald. Stout began concluding discussion by again noting that there is a lot of material to review, and that this item will be again discussed at the July meeting. She asked Committee members to inform Mr. Said if they have any further questions in the next few weeks. This will allow staff to obtain responses from VSKA prior to the July meeting.

Mr. Blitstein then asked the Committee to consider self-storage and religious uses, even though these are not revenue producing uses. He also said that staff's concerns about sales tax collection and business registrations are not zoning matters, but are enforcement issues. He went on to mention that he has made extensive efforts at recruiting retail and commercial uses since Hobby Lobby has left, including hundreds of contacts, to no avail.

**6. Unfinished Business.** None.

**7. New Business.** None.

**8. Reports from Staff.**

Mr. Said provided a brief update concerning the Central Main Street Plan Update, including thanking all participants that attended the May 16 workshop. The consultants are now working on the results of that workshop as part of the next steps in the Plan Update process.

Mr. Said then provided a brief "Community Development Update" PowerPoint presentation, which highlighted some of the new business investment taking place in West Chicago. This presentation was initially given to the Western DuPage Chamber on May 25, 2017.

**9. Adjournment.**

**Alderman Gagliardi moved and Alderman Beifuss seconded the motion to adjourn the Development Committee meeting at 8:09 P.M. The Committee members unanimously agreed and the motion carried.**

Respectfully submitted,

John D. Said

Development Committee Minutes  
June 12, 2017



## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Downtown Façade Grant Program Agreement  
131 Fremont Street  
West Chicago Printing Company

Resolution No. 17-R-0041

**AGENDA ITEM NUMBER:**4. A.**FILE NUMBER:****COMMITTEE AGENDA DATE:** July 10, 2017**COUNCIL AGENDA DATE:****STAFF REVIEW:** John D. Said**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE****ITEM SUMMARY:**

Bruce Truedt, the owner of West Chicago Printing Company, has requested Façade Grant Program funding for the replacement of fifteen (15) windows and tuck pointing on the single story commercial building located at 131 Fremont Street. The proposed window replacement and tuck pointing are eligible improvements under the Program's guidelines.

Mr. Truedt submitted three estimates for the window replacement, as required: 1) A&G Glass & Mirror, Inc. for \$7,200.00; 2) Window Energy Solutions, LLC for \$8,775.00; and 3) Advanced Windows & Siding for \$10,103.00. Based on the lowest quote by A&G Glass & Mirror, the shared cost to be incurred by the City for the replacement of the windows will not exceed \$3,600.00. Mr. Truedt also submitted three estimates for the tuck pointing, as required: 1) Affordable Tuck Pointing Pros L.L.C. for \$1,489.00; 2) W.C. Roof-N for \$2,175.00; and 3) St. Charles Masonry, Inc. for \$2,500.00. Based on the lowest quote by Affordable Tuck Pointing Pros L.L.C., the shared cost to be incurred by the City for the tuck pointing will not exceed \$744.50. A copy of the Agreement is attached as Exhibit A of the attached Resolution.

The funding for the Program comes from the Downtown T.I.F. District. Per the guidelines established for the Program, the City may contribute up to 50% of the cost of the improvements, based on the lowest quotes submitted, if sufficient funding is available for the Program. City staff acknowledges that there are sufficient funds available to reimburse up to \$4,344.50 ((\$3,600.00 + \$744.50) to West Chicago Printing Company for the successful completion of the window replacement and tuck pointing per the Program's guidelines.

This property is located within the City's Turner Junction Historic District and therefore, the proposed window replacement and tuck pointing are subject to the City's Historical Preservation Commission review and approval. The Commission approved the proposed window replacement and tuck pointing improvements, as presented, at its June 27, 2017 meeting.

**ACTIONS PROPOSED:**

Consideration of a Resolution authorizing the Mayor to execute a certain Downtown Façade Grant Program Agreement in an amount not to exceed \$4,344.50 to West Chicago Printing Company for the building located at 131 Fremont Street.

## CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

**RESOLUTION NO. 17-R-0041**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CERTAIN DOWNTOWN FAÇADE GRANT PROGRAM AGREEMENT -  
WEST CHICAGO PRINTING COMPANY – 131 FREMONT STREET**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a certain Downtown Façade Grant Program Agreement by and between West Chicago Printing Company and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith



## **Exhibit A to Resolution 17-R-0041**

### **DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT**

This DOWNTOWN REHABILITATION FACADE PROGRAM AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 17<sup>th</sup> day of July, 2017, by and between the City of West Chicago, DuPage County, Illinois, an Illinois municipal corporation (hereinafter referred to as the "CITY") and West Chicago Printing Company, (hereinafter referred to as the "APPLICANT") (the CITY and the APPLICANT are hereinafter collectively referred to as the "PARTIES");

#### WITNESSETH:

WHEREAS, the APPLICANT is the owner of certain real property located at 131 Fremont Street, in West Chicago, (hereinafter referred to as the "SUBJECT REALTY") and legally described on Exhibit "A", which is attached hereto and incorporated herein; and,

WHEREAS, the SUBJECT REALTY is located within the CITY'S Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), duly established pursuant to the Tax Increment Allocation Redevelopment Act (hereinafter referred to as the "ACT"), 65 ILCS 5/11-74.4-1 et seq.; and,

WHEREAS, Chapter 4, Article V of the CITY'S Code of Ordinances establishes specific rules and regulations with respect to the alteration of historic structures in the AREA; and,

WHEREAS, Chapter 4 Article VI of the CITY'S Code of Ordinances establishes a facade program (hereinafter referred to as the "PROGRAM") whereby the CITY may make financial contributions toward the cost of certain exterior improvements with respect to commercial structures located within the AREA; and,

WHEREAS, the SUBJECT REALTY is improved with a commercial structure upon which the APPLICANT proposes to complete certain exterior improvements (hereinafter referred to as the "IMPROVEMENTS"), as detailed and depicted on the improvement plans and specifications (hereinafter referred to as the "PLANS"), which are attached hereto and incorporated herein as Exhibit "B"; and,

WHEREAS, the APPLICANT has applied, pursuant to the PROGRAM, for a financial contribution from the CITY toward the cost of the IMPROVEMENTS as detailed and depicted on the PLANS; and,

WHEREAS, the CITY has determined that it would further the achievement of the objectives of the AREA for the commercial structure located upon the SUBJECT REALTY to be improved as provided for on the PLANS and that said IMPROVEMENTS would qualify for financial contributions from the CITY pursuant to the PROGRAM; and,

WHEREAS, the CITY desires the IMPROVEMENTS be completed on the SUBJECT REALTY and agrees to financially contribute toward such IMPROVEMENTS based on the terms and conditions of this AGREEMENT and the PROGRAM; and,

WHEREAS, the APPLICANT desires to complete the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the PROGRAM and desires to receive a financial contribution from the CITY for the completion of said IMPROVEMENTS.



WHEREAS, on June 27, 2017 the CITY'S Historical Preservation Commission approved Certificates of Appropriateness No. 17-12 for the IMPROVEMENTS.

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, conditions and agreements herein contained, the PARTIES hereto agree as follows:

ARTICLE I  
INCORPORATION OF RECITALS

The PARTIES hereby confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The PARTIES further acknowledge that the same are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Article I and the same shall continue for so long as this AGREEMENT is of force and effect.

ARTICLE II  
AUTHORITY

This AGREEMENT is made and entered into by the PARTIES pursuant to and in accordance with the provisions of the ACT.

ARTICLE III  
IMPROVEMENTS TO THE SUBJECT REALTY

The APPLICANT shall complete the IMPROVEMENTS on the SUBJECT REALTY in accordance with the terms and conditions of this AGREEMENT and in full compliance with all applicable codes, ordinances, rules, regulations, permits and any conditions attached thereto, whether imposed by the CITY or any other unit of local government or any Federal, State or governmental agency having jurisdiction over the SUBJECT REALTY or any portion thereof, and shall complete the IMPROVEMENTS in a good and workmanlike manner.

The APPLICANT shall furnish, or cause to be furnished, at his own expense, all the necessary materials, labor and equipment to complete the IMPROVEMENTS in accordance with the PLANS. The IMPROVEMENTS shall be subject to inspection by, and approval of, the CITY.

The APPLICANT shall pay to the CITY all plan review, inspection and other fees, prior to the issuance of any required building permits for the IMPROVEMENTS on the SUBJECT REALTY, as required by the CITY'S Code of Ordinances.

The APPLICANT shall complete the IMPROVEMENTS within twelve (12) months of the issuance of the building permit by the CITY for such IMPROVEMENTS. If the APPLICANT fails to complete the IMPROVEMENTS within the established timeframe the CITY may rescind the financial contribution agreed upon herein in this AGREEMENT.

ARTICLE IV  
REDEVELOPMENT OF THE SUBJECT REALTY

Upon the APPLICANT'S completion of the IMPROVEMENTS on the SUBJECT REALTY as provided hereinabove, the APPLICANT shall give notice of completion to the CITY, and shall provide the CITY with all receipts, sworn contractor statements and lien waivers (hereinafter referred to as the "DOCUMENTATION") showing that all persons who have done work, or have furnished materials with respect to the IMPROVEMENTS, and might be entitled to a

lien therefore under any laws of the State of Illinois, have been paid in full for their work and are no longer entitled to such lien. The CITY shall inspect the IMPROVEMENTS as soon as practicable after receipt of the DOCUMENTATION, and if the IMPROVEMENTS are found to be in full compliance with the terms of this AGREEMENT and all applicable codes, ordinances, rules, regulations, permits and conditions as provided hereinabove, the CITY shall issue a final inspection report approving the IMPROVEMENTS. The City Council, following the issuance of said final inspection report and receipt of all of the required DOCUMENTATION, shall authorize payment of the CITY'S financial contribution toward the IMPROVEMENTS pursuant to the PROGRAM in an amount equal to the lesser of four thousand three hundred forty-four dollars and fifty cents (\$4,344.50), or one half of the amount actually paid by the APPLICANT for the IMPROVEMENTS, as indicated on the DOCUMENTATION submitted to the CITY, whichever is less.

#### ARTICLE V

##### TIME

Time is of the essence under this AGREEMENT and all time limits set forth herein shall be mandatory and shall not be waived except by a lawfully authorized and executed written waiver amendment to this AGREEMENT by the PARTIES excusing such timely performance.

#### ARTICLE VI

##### AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and undertakings between the APPLICANT and the CITY relative to the IMPROVEMENTS identified herein this AGREEMENT , and there shall be no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with the law and reduced in writing and signed by the PARTIES. However, whenever under the provisions of this AGREEMENT any notice or consent of the CITY or the APPLICANT is required, or the CITY or the APPLICANT is required to agree or to take some action at the request of the other, such approval or such consent of such request shall be given for the CITY, unless otherwise provided herein, by the Mayor or his designee and for the APPLICANT by the APPLICANT or any agent as the APPLICANT so authorizes.

#### ARTICLE VII

##### NOTICES

All notices and requests required pursuant to this AGREEMENT shall be sent by certified mail as follows:

To the APPLICANT:	West Chicago Printing Company Bruce Treudt 131 Fremont Street West Chicago, IL 60185
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To the CITY:                      City of West Chicago  
    475 Main Street  
    West Chicago, Illinois 60185

or at such other addresses as either of the PARTIES may indicate in writing to the other either by personal delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof.

ARTICLE VIII  
GOVERNING LAWS

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE IX  
COUNTERPARTS

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals on the date first above written.

CITY OF WEST CHICAGO, an Illinois  
Municipal Corporation,

By: \_\_\_\_\_  
Mayor Ruben Pineda

ATTEST: \_\_\_\_\_  
City Clerk Nancy M. Smith

By: \_\_\_\_\_  
Bruce Treudt

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF DU PAGE     )       SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ruben Pineda, Mayor of the City of West Chicago, and Nancy M. Smith, City Clerk, personally known to me to be the same persons whose names are set forth on the foregoing instrument as such Mayor and City Clerk respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF DU PAGE     )       SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bruce Treudt, personally known to me to be the same person whose name is set forth on the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public



## EXHIBIT A

### Subject Realty Legal Description

Lots 2, 3, 4, 5, 6, and 7 of Isherwood's Resubdivision of part of Block 16 of McConnell's "Town of Turner", being a subdivision in Sections 3, 4, 9, and 10, Township 39 North, Range 9, east of the Third Principal Meridian, according to the plat of said Resubdivision recorded June 23, 1928 as Document 260502, in DuPage County, Illinois.

P.I.N. 04-04-415-001

## EXHIBIT B

(Insert PLANS here)

Re: Proposed repairs/upgrades to building at 131 Fremont Street

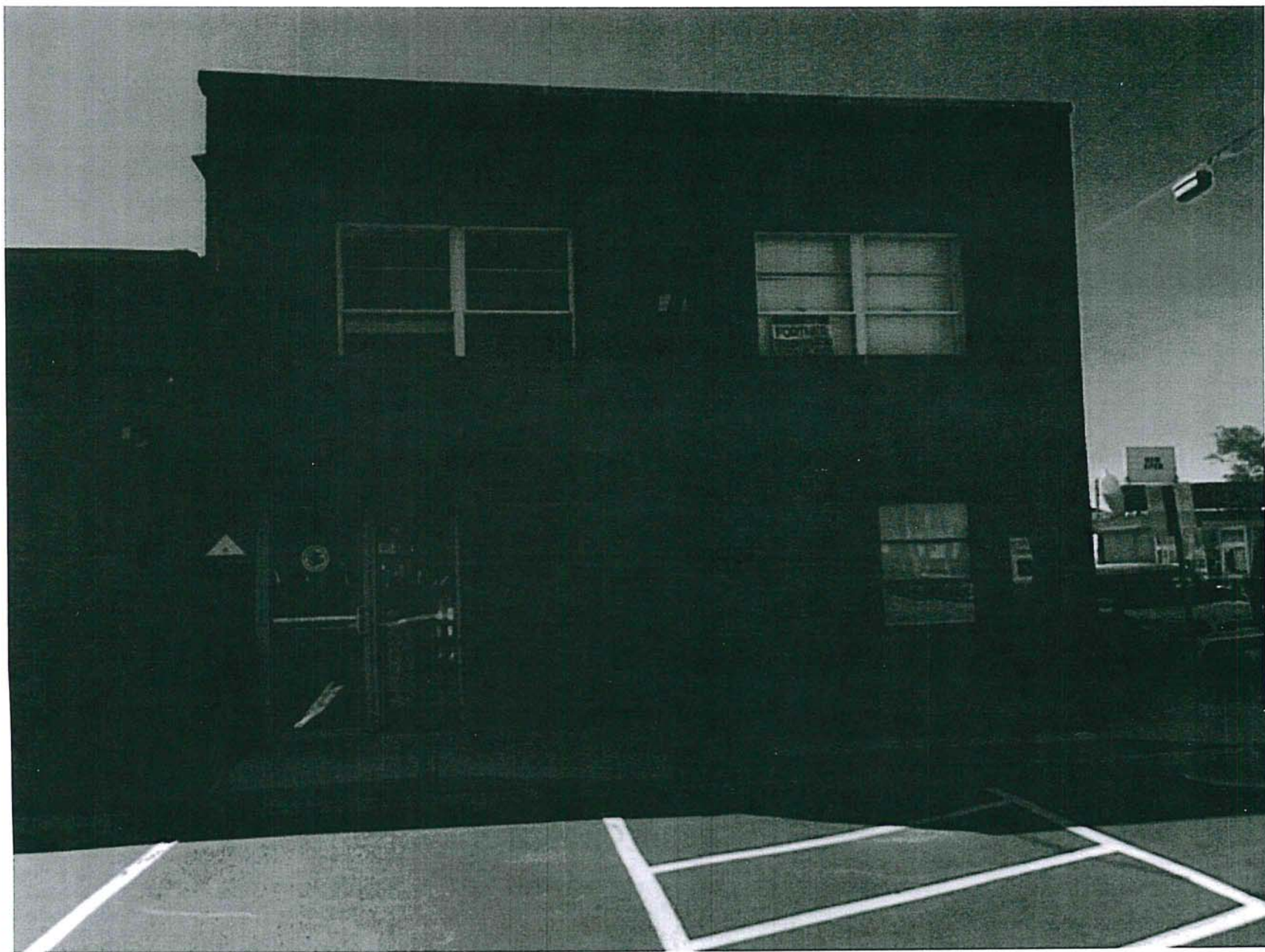
Treudt Development would like to perform the following work on our building at 131 Fremont street and we seek your approval of the following:

1. Replacement of windows – total of 15 windows per the specifications on the attached proposal from Advanced Windows and Siding company. We intend to use the “Sandstone” color vinyl to match the newer windows which were on the building when we purchased it 18 years ago.
2. Tuckpointing and replacement of 4 damaged bricks on the east side of the building – top several rows of bricks. – See the attached proposal from Affordable Tuckpointing.









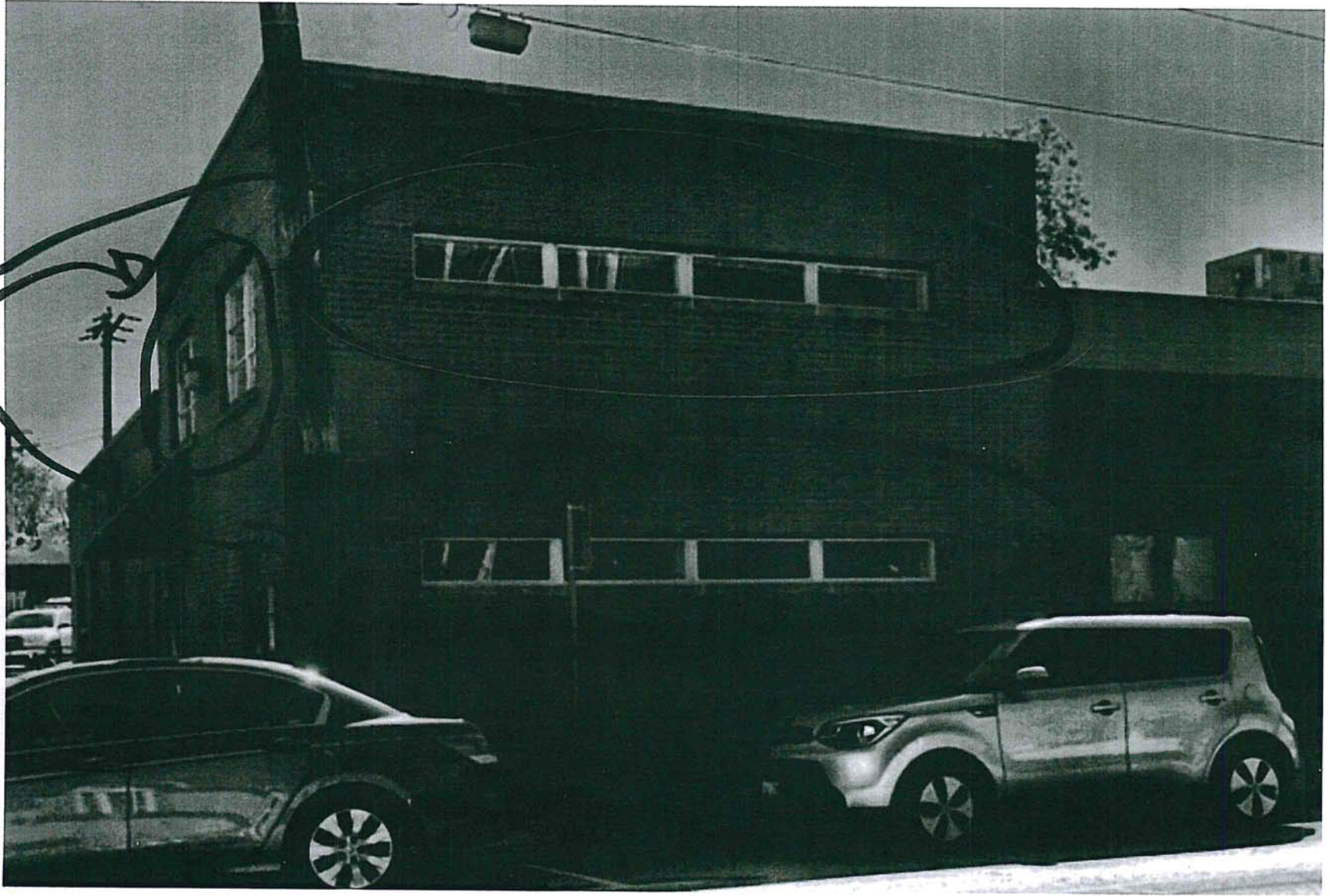
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## CITY OF WEST CHICAGO

### DEVELOPMENT COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Redevelopment Agreement  
146-148 W. Washington  
H & H Specialty LLC (Kindred Coffee Roasters)  
  
Ordinance No. 17-O-0027

**AGENDA ITEM NUMBER:** 5.A.**FILE NUMBER:** \_\_\_\_\_**COMMITTEE AGENDA DATE:** July 10, 2017**COUNCIL AGENDA DATE:** \_\_\_\_\_**STAFF REVIEW:** John D. Said**SIGNATURE** JD**APPROVED BY CITY ADMINISTRATOR:** Michael Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The subject business, H & H Specialty LLC (Kindred Coffee Roasters), is requesting financial assistance for its plans to open a retail coffee business and café at 146-148 W. Washington Street. The Redevelopment Agreement, as prepared by City staff with the concurrence of H & H, includes building permit fee waivers and financial reimbursements for some of the costs associated with this property's renovation.

The Agreement stipulates that the improvements will be completed by the end of 2017, with language that allows an extension of time if approved by the City if so requested. The Agreement notes that the owner shall be reimbursed a maximum of \$61,700 for project costs upon provision of appropriate documentation. The owner's separate request for reimbursement of \$13,300 for façade funding has already been approved. The owner has estimated that the budget for improvements is \$130,000. Downtown TIF funds will be used.

Staff supports this request because Kindred plans to establish a desirable coffee retail business and café in the subject location, which will bring additional traffic to the downtown area. Therefore, the proposal helps support the goals of the City's Downtown Tax Increment Finance (TIF) Redevelopment Plan. This will also increase local tax revenues and support opportunities for new businesses, along with retention and expansion of existing businesses, in the downtown area. The project also supports goals identified in the Strategic Plan for the Downtown area, specifically in fulfilling an economic development goal of recruitment of an additional business to the area.

H & H Specialty LLC is a privately-held company owned by local residents. They have already purchased the subject property, and its business plans necessitate City financial assistance through the TIF to proceed.

**ACTIONS PROPOSED:**

Consideration of Ordinance No. 17-O-0027 regarding a Redevelopment Agreement with H & H Specialty LLC.

**COMMITTEE RECOMMENDATION:**

**ORDINANCE NO. 17-O-0027**

**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY,  
ILLINOIS, AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
REDEVELOPMENT AGREEMENT – H & H SPECIALTY LLC**

WHEREAS, the City Council of the City of West Chicago, DuPage County, Illinois (hereafter "City"), has heretofore determined that it is necessary and advisable for the public health, safety, welfare and convenience of residents of the City that the City promote business growth and new commercial activities within West Chicago; and,

WHEREAS, H & H Specialty LLC (hereafter "H & H") is desirous of redeveloping commercial space within Downtown West Chicago for its retail coffee business commercial use; and,

WHEREAS, the City and H & H find it in their respective best interests to proceed with this project in order to serve the needs of the City, attract more customers to the central business district, and to increase tax revenues for the City; and,

WHEREAS, the terms of the Redevelopment Agreement assist in enhancing the economy of West Chicago; and,

WHEREAS, the Redevelopment Agreement is on file with the City Clerk of the City and available for public inspection.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled.

Section 1. That the Mayor be and the same is hereby authorized to execute the Redevelopment Agreement between the City and H & H, in substantially the form attached hereto as Exhibit "A", and, by this reference, incorporated herein and all other documents required to effectuate the purpose of the Redevelopment Agreement.



Section 2. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman Ferguson	_____
Alderman Birch Ferguson	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman J.C. Smith, Jr.	_____
Alderman R. Stout	_____	Alderman G. Garcia	_____
Alderman N. Ligino-Kubinski	_____	Alderman B. Gagliardi	_____

**APPROVED** as to form: \_\_\_\_\_  
City Attorney

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Mayor Ruben Pineda

**ATTEST:**

\_\_\_\_\_  
City Clerk Nancy M. Smith

**PUBLISHED:** \_\_\_\_\_

## REDEVELOPMENT AGREEMENT

### BETWEEN THE CITY OF WEST CHICAGO AND H & H SPECIALITY LLC

This REDEVELOPMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is made and entered into as of the \_\_\_\_ day of July, 2017, by and between the CITY OF WEST CHICAGO, a municipal corporation organized and incorporated under the laws of the State of Illinois (hereinafter referred to as the "CITY") and H&H SPECIALITY (hereinafter referred to as the "OWNER"); the CITY and the OWNER being sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES."

### RECITALS

- A. On May 21, 1990, the City Council, at a duly convened meeting of the CITY, approved the West Chicago Downtown Redevelopment Project Area Redevelopment Plan, (hereinafter referred to as the "PLAN", which PLAN, while not attached hereto, is incorporated herein by reference in its entirety) designated the West Chicago Downtown Redevelopment Project Area (hereinafter referred to as the "AREA"), and adopted tax increment allocation financing for said area, all pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended; and
- B. That the parcel of property in the AREA which is the subject matter of this AGREEMENT is 146-148 West Washington Street (PIN: 04-09-203-007); and
- C. The REDEVELOPMENT PLAN recited that the West Chicago Downtown Redevelopment Project Area qualifies as a "conservation area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (hereinafter referred to as the "ACT"); and
- D. The REDEVELOPMENT PLAN further provides that the CITY is desirous of having the AREA redeveloped and revitalized as a development for commercial uses to serve the needs of the City, to attract more customers to the central business district, and to produce increased tax revenues for the City; and
- E. The CITY has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures, and to encourage private development in order to enhance the local tax base, and to enter into contractual Agreements with third parties for the purpose of achieving the aforesaid purposes; and
- F. The CITY is authorized, under the provisions of the ACT, to finance eligible redevelopment costs (hereinafter referred to as the "REDEVELOPMENT COSTS"); and
- G. To stimulate the redevelopment of the AREA, and pursuant to the ACT, the City Council of the CITY passed the following Ordinances: (1) Ordinance No. 2273, entitled "AN ORDINANCE OF THE CITY OF WEST CHICAGO, DU PAGE COUNTY, ILLINOIS,



ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA”; (2) Ordinance No. 2274, entitled, “AN ORDINANCE OF THE CITY OF WEST CHICAGO, DU PAGE COUNTY, ILLINOIS, APPROVING A REDEVELOPMENT PLAN AND PROJECT FOR THE PROPOSED CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA”; (3) Ordinance No. 2275, entitled, “AN ORDINANCE OF THE CITY OF WEST CHICAGO, DU PAGE COUNTY, ILLINOIS, DESIGNATING THE CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA OF SAID CITY A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT” (hereinafter collectively referred to as the “ORDINANCES”); and

- H. There are extraordinary costs (estimated at \$245,000 in total) associated with restoring the historical character of the SITE and converting what was once a barbershop and office in a blighted building into a café, a use sought by the community. These costs include the following: (i) tuckpointing and masonry repair, new windows throughout the residential spaces, and demolition of the back addition; (ii) all new electrical, plumbing, and HVAC, updated kitchens and bathrooms, and restoration of the original wood flooring in the residential space; (iii) a small office suite, full cafe, and community space in the commercial space, which will include all new plumbing and electrical, new fire rated ceiling, new walls and drywall throughout, restoration of original wood floors; and (iv) an updated fire safety and monitoring system throughout the building.
- I. The OWNER has previously received approval of a façade grant from the CITY in the amount of \$13,300, which covers the replacement of 25 windows and tuck pointing at the SITE; and
- J. The City Council of the CITY has determined that additional improvements needing to be made by the OWNER are also in the best interests of the community, and in the end, the community will get a highly desired retail use in its downtown, which is a prominent goal in the recently adopted Strategic Plan. A copy of the OWNER’S Business Plan is attached as Exhibit “A”; and
- K. The City Council has further determined that the reimbursement of a portion of the eligible REDEVELOPMENT COSTS, as hereinafter more fully defined, would promote the development of the central business district, consistent with the purposes of the ACT, the REDEVELOPMENT PLAN, the ORDINANCES, and this AGREEMENT, and therefore it is in the best interests of the CITY to reimburse the OWNER for costs in excess of the amount contemplated in the Façade Agreement approved via Resolution No. 17-R-0037.

In consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the adequacy and sufficiency of which the PARTIES hereby stipulate, the PARTIES hereby agree as follows:

SECTION ONE  
INCORPORATION OF RECITALS

The recitals set forth herein are material to this AGREEMENT and are hereby incorporated into and made a part of this AGREEMENT as though they were fully set forth in this Section One, and this AGREEMENT shall be construed in accordance therewith.

SECTION TWO  
DEFINITIONS

“ACT” - means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended.

“AGREEMENT” - means this Development AGREEMENT dated as of the date set forth above, between the CITY and the OWNER.

“AREA” - means the West Chicago Downtown Redevelopment Project Area, as designated in Ordinance No. 2275 of the CITY.

“BUDGET” - means the OWNER'S estimate of the costs of the PROJECT, as more fully described in Section 5.01 hereof.

“CHARGES” – means all generally applicable Federal, State and local governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, fees, liens, claims or encumbrances or non-governmental claims or liens upon and/or relating to the SITE, OWNER'S business, OWNER'S income and/or gross receipts and insurance premiums due on any policy or policies of insurance required pursuant to Section Twelve hereof.

“CITY” - means the City of West Chicago, a municipal corporation organized, existing and incorporated under the laws of the State of Illinois.

“CONTROL DOCUMENTS” - means those documents described in Section 3.01 hereof.

“FUND” - means the West Chicago Downtown Redevelopment Project Area Special Tax Allocation Fund.

“IMPROVEMENTS” – means fire detection/monitoring, plumbing, electrical, HVAC, wall/ceiling, exterior doors and any other work approved by the City Administrator or his designee, in writing and prior to such being completed, that impacts the commercial space as well as demolition of the non-original addition attached to the south side of the building.

“ORDINANCES” - means Ordinance No. 2273, entitled, “AN ORDINANCE OF THE CITY OF WEST CHICAGO DU PAGE COUNTY, ILLINOIS ADOPTING TAX INCREMENT ALLOCATION FINANCING FOR THE CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA”; Ordinance No. 2274, entitled “AN ORDINANCE OF THE CITY OF WEST CHICAGO, DU PAGE COUNTY, ILLINOIS APPROVING A



REDEVELOPMENT PLAN AND PROJECT FOR THE PROPOSED CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA”; and Ordinance No. 2275, entitled, “AN ORDINANCE OF THE CITY OF WEST CHICAGO, DU PAGE COUNTY, ILLINOIS DESIGNATING THE CITY OF WEST CHICAGO DOWNTOWN REDEVELOPMENT PROJECT AREA OF SAID CITY A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT.”

“OWNER” - means H&H Specialty LLC of West Chicago, Illinois, or its successor(s) in interest, which must comply with the laws of the state of Illinois, and any trustee under any title-holding trust which shall, during the term of this AGREEMENT, hold legal title to any portion or the entire SITE.

“PARTY” or “PARTIES” - means the CITY and/or the OWNER.

“REDEVELOPMENT COSTS” - means eligible redevelopment costs as defined in the ACT.

“REDEVELOPMENT PLAN” - means the “City of West Chicago, Illinois Downtown Redevelopment Project Area Redevelopment Plan and Project”, dated January, 1990 as described in Exhibit “B”.

“SITE” - means 146-148 West Washington Street.

“TAX INCREMENT” - means real estate revenues generated from time to time within the AREA, if any, which are attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the AREA over and above the initial equalized assessed value of each property in the AREA, as certified by the DuPage County Clerk.

### SECTION THREE OWNER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

OWNER covenants, represents and warrants to the CITY as follows:

- 3.01. CONTROL DOCUMENTS: OWNER shall construct the IMPROVEMENTS in conformance with and shall be governed by, adhere to and obey any and all applicable Federal, State and local laws, statutes, ordinances, rules, regulations and executive orders. Without limiting the generality of the foregoing, the OWNER shall specifically comply with all of the terms and conditions of this AGREEMENT, the ORDINANCES, the West Chicago City Code, and each and every exhibit attached to and incorporated therein, together with any required permits (all of said documents being hereinafter collectively referred to as the “CONTROL DOCUMENTS”). The OWNER hereby warrants that the IMPROVEMENTS shall be conducted in good, workmanlike manner, approved, in accordance with the Code of the CITY and such work shall not be faulty or deficient, and shall conform to and meet the requirements of any inspection authorized by the CITY Code or as permitted by this AGREEMENT.
- 3.02. DILIGENCE: OWNER shall proceed diligently to complete the IMPROVEMENTS as required pursuant to this AGREEMENT. A sample Buildout Timeline is attached as



Exhibit "C". An update timeline shall be submitted each Monday following execution of this AGREEMENT and until the IMPROVEMENTS are all completed and approved.

- 3.03. MISCELLANEOUS OWNER COVENANTS: (i) The OWNER is now solvent and able to pay its debts as they mature; (ii) there are no actions at law, in equity or similar proceedings which are pending or threatened against the OWNER, which might result in any material and adverse change to the OWNER'S financial condition, or materially affect the OWNER'S assets as of the date of this AGREEMENT; (iii) there are no potential claims or causes of action against the OWNER of which the OWNER is aware, regardless of the merits of any such claim or cause or causes of action; (iv) the OWNER has or will obtain all required government permits, certificates, consents necessary to permit OWNER to construct the IMPROVEMENTS; (v) no default has been declared with respect to any indenture, loan agreement, mortgage, deed or any other agreement or instrument relating to the borrowing of moneys to which the OWNER is a PARTY or by which it is bound; and (vi) there has been no material and/or adverse change in the assets, liabilities or financial condition of the OWNER since January 2016 other than as a result of the ordinary and customary conduct of its business; (vii) the execution and delivery of this AGREEMENT by the OWNER, and the performance of this AGREEMENT by OWNER, have been duly authorized by OWNER, and this AGREEMENT is binding on OWNER and enforceable against OWNER in accordance with its terms; (viii) no consent of any creditor, investor, judicial or administrative body, governmental authority or other PARTY to such execution, delivery and performance is required; and (ix) neither the execution of this AGREEMENT nor the consummation of the transactions contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which OWNER is a PARTY or by which OWNER is bound; or (b) violate any restriction, court order or agreement to which OWNER is subject.
- 3.04. LEVIES AND ATTACHMENTS: Until such time as the IMPROVEMENTS are completed and approved by the CITY, OWNER shall not: (i) permit or suffer any levy, lien, claim, attachment or restraint to be made affecting any portion of the SITE; or (ii) enter into any transaction which materially and adversely affects OWNER'S ability to pay its debts as such then may exist.
- 3.05. RIGHT OF INSPECTION: The OWNER hereby agrees to permit the CITY'S authorized agents and employees to, between 7:30 A.M. – 5:00 P.M. inspect the IMPROVEMENTS as they are being constructed.
- 3.06. OWNERSHIP OF SITE: OWNER represents that it owns the SITE in fee simple title and that there is no mortgage or any other third party financial interest associated with the SITE.
- 3.07. FUTURE OWNER MARKETING: OWNER shall indicate that the CITY was a partner in the redevelopment of this SITE on its website (if any), Facebook page, and any other marketing or promotional materials. This representation shall survive the term of this AGREEMENT.



SECTION FOUR  
CITY'S COVENANTS

- 4.01. CITY AUTHORITY: The CITY represents and warrants that it has authority pursuant to State statute as hereinbefore recited, to execute and deliver and perform the terms and obligations of this AGREEMENT.

SECTION FIVE  
CONSTRUCTION OF THE IMPROVEMENTS AND REIMBURSEMENT

- 5.01.CONSTRUCTION OF THE IMPROVEMENTS: The OWNER, as part of this AGREEMENT, agrees to make certain IMPROVEMENTS on the SITE. The IMPROVEMENTS must be approved by the CITY, including the approval of all plans and documents necessary to obtain the required building permits. The OWNER states that the BUDGET for the IMPROVEMENTS is \$130,000.
- 5.02.REIMBURSEMENT FOR A PORTION OF THE COSTS OF THE IMPROVEMENTS: The CITY agrees, upon the satisfactory completion of each of the IMPROVEMENTS, to reimburse the OWNER an amount equal to 50% of the cost of each of the IMPROVEMENTS, with a total amount reimbursed not to exceed \$61,700. To be eligible for reimbursement, the OWNER shall submit all documentation necessary to show, to the CITY'S satisfaction, the costs incurred (e.g. invoices, receipts, etc.) and proof of payment (e.g. cancelled checks, invoices marked paid, etc.) for the IMPROVEMENTS. The CITY shall not authorize any reimbursements until the construction of each of the IMPROVEMENTS contemplated herein has been completed and approved by the CITY in accordance with the approved plans. All reimbursements due hereunder shall be approved by and paid after the City Council meeting following the Chief Building Official's or his designee's approval of each component of the IMPROVEMENTS.
- 5.03.OWNER'S COSTS: The OWNER shall be responsible for the entire cost of constructing the IMPROVEMENTS for which it is responsible as detailed herein. The OWNER will only be responsible for all third party costs incurred by the CITY (e.g. plan review and inspections, etc.) and any applicable water and sewer impact fees associated with the building permits necessary for the construction of the IMPROVEMENTS. However, the CITY will not charge the OWNER the costs for any expedited permit reviews requested by the OWNER.
- 5.04.SUBMISSION OF PLANS AND SPECIFICATIONS; COMMENCEMENT OF CONSTRUCTION: OWNER shall cause to be delivered to the CITY, for review and approval, completed building plans and construction documents containing working drawings and specifications in such form as required by the CITY for the IMPROVEMENTS.
- 5.05.TIME FOR REVIEW AND SUBMISSION OF CORRECTED PLANS AND SPECIFICATIONS: Should the CITY reject any building permit submittal for failure to comply with the CONTROL DOCUMENTS, the OWNER shall, within five (5) business days after receiving written notice thereof, cause new or corrected documents to be prepared



and submitted to the CITY. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents submitted shall be deemed by the CITY'S staff to be in compliance with the CONTROL DOCUMENTS.

## SECTION SIX PERFORMANCE

- 6.01. TIME FOR COMPLETION: OWNER shall complete construction of the IMPROVEMENTS by December 31, 2017. Should the OWNER require more time due to events outside of its control, such request shall be made in writing to the City Administrator and shall include an explanation as to why additional time is needed and a revised deadline for completion; such a request shall not be unreasonably denied.
- 6.02. DELAY: Performance by either PARTY hereunder shall not be deemed to be in default as a result of delays or defaults due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, acts of the other PARTY, the act or the failure to act of any public or governmental agency or entity (except that the acts or failure to act of the CITY shall not excuse performance by the CITY) or any other like event or condition beyond the reasonable control of the PARTY affected thereby which in fact interferes with the ability of such PARTY to discharge their respective obligations hereunder; nor shall either the CITY or the OWNER be considered in breach of, or default in its obligations under this AGREEMENT in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the CITY to act under the ORDINANCES, or perform under this AGREEMENT. The CITY shall diligently contest any such proceedings and any appeals therefrom. The CITY may settle a contested proceeding at any point, so long as the settlement results in the CITY'S ability to perform pursuant to this AGREEMENT and so long as any such settlement does not impose additional obligations on OWNER or increase its obligations under this AGREEMENT. Provided, however, that the PARTY seeking the benefit of the provisions of this Section 6.02 shall, within ten (10) days after the beginning of any such delay, have first notified the other PARTY thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay. Such notice may be given to a mortgagee in possession or seeking to obtain possession or any mortgagee, successor or assign becoming an assignee by foreclosure or deed in lieu of foreclosures.
- 6.03. NO WAIVER BY DELAY: Any delay by the CITY in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by the CITY with respect to any specific default by OWNER shall be considered or treated as a waiver of the rights of the CITY with respect to any other defaults by OWNER or with respect to the particular default except to the extent specifically waived in writing. No waiver in fact made by the OWNER with respect to any specific default by the CITY should be considered or treated as a waiver of the rights of the OWNER with respect to any other defaults by the CITY or with respect to the particular default except to the extent specifically



waived in writing.

6.04.DEFAULTS AND REMEDIES: In the event of any non-monetary default and/or breach of this AGREEMENT or any terms or conditions by any PARTY hereto or bound by this AGREEMENT, such PARTY shall upon written notice proceed promptly to cure or remedy such default or breach within thirty (30) days after receipt of such notice; provided, however, in the event such default or breach is incapable of being cured within said thirty (30) day period and the defaulting PARTY commences to cure within said thirty (30) days period and proceeds to cure with due diligence, such PARTY shall not be deemed to be in default under this AGREEMENT. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within the above time or in the event of a monetary default, the aggrieved PARTY may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach of its obligations or terminate this AGREEMENT early upon fifteen (15) days written notice to the PARTY in breach or default. The rights of the PARTIES to this AGREEMENT, whether provided by law or this AGREEMENT, shall be cumulative and the exercise by any PARTY of any one or more of such remedies shall not preclude the exercise by it of any one or more if such remedies the same default or breach by any other PARTY. No waiver made by any PARTY with respect to any specific default by any other PARTY under this AGREEMENT shall be construed as a waiver of right with respect to any other default by the defaulting PARTY under this AGREEMENT or with respect to the particular default except to the extent specifically waived in writing. Notwithstanding anything contained herein to the contrary, all monetary damages resulting from a breach of this AGREEMENT shall be limited to the non-defaulting PARTY's actual out-of-pocket costs and expenses resulting from such breach along with all costs and expenses resulting from such breach along with all costs and expenses, including reasonable attorneys' fees incurred by the non-defaulting PARTY in enforcing this AGREEMENT. In the event of any litigation between the PARTIES hereto resulting from a breach of this AGREEMENT, the prevailing PARTY in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

## SECTION SEVEN INDEMNIFICATION

7.01.OWNER INDEMNIFICATION: OWNER hereby agrees to indemnify, defend and hold the CITY and its officers, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorney's fees and court costs) suffered or incurred by the CITY arising from or in connection with (i) the work completed by the OWNER or non-performance by the OWNER of its obligations under this AGREEMENT or (ii) the failure of OWNER or any contractor to pay contractors, subcontractors or material men in connection with the IMPROVEMENTS.

7.02.CITY INDEMNIFICATION: To the extent allowable by law, CITY hereby agrees to indemnify, defend and hold the OWNER and its officers, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of



action and expenses (including without limitation, attorney's fees and court costs) suffered or incurred by the OWNER arising from or in connection with non-performance by the CITY of its obligations under this AGREEMENT.

## SECTION EIGHT OWNER'S BOOKS AND RECORDS

OWNER agrees that the CITY shall have the right and authority to review and audit, from time to time, OWNER'S books and records relating to the IMPROVEMENTS (including OWNER'S general contractor's sworn statements, general contracts, subcontracts purchase orders, waivers of lien, paid receipts and invoices) in order to confirm that the reimbursements requested under this AGREEMENT are in order. The books and records shall be kept in such a manner so that the CITY can determine which costs are attributable to the IMPROVEMENTS, for purposes of reimbursement.

## SECTION NINE MISCELLANEOUS PROVISIONS

- 9.01. MUTUAL ASSISTANCE: The CITY and the OWNER agree to execute all documents, including permit applications, and to take all appropriate or necessary measures as required by this AGREEMENT, by the ACT, by the ORDINANCES, the statutes of the State of Illinois or of any other governmental agencies as may be applicable thereto in order to properly effectuate the implementation, purpose, intent and spirit of this AGREEMENT including the completion of the IMPROVEMENTS in accordance with the CONTROL DOCUMENTS.
- 9.02. DISCLAIMER: Nothing contained in this AGREEMENT nor any act of the CITY shall be deemed or construed by any of the PARTIES, or by third persons, to create any relationship of third PARTY beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the CITY.
- 9.03. COVENANTS RUNNING WITH THE LAND: It is intended and agreed, that all covenants provided in this AGREEMENT on the part of the OWNER or any title holding trust over which the OWNER has a power of direction, to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the CITY, and any successor in interest to the SITE, or any part thereof other than the eventual owner of a completed condominium unit or retail space. Such covenants shall extinguish upon the issuance of the last final certificate of occupancy for the SITE or by mutual AGREEMENT of the PARTIES.
- 9.04. PARAGRAPH HEADINGS: The paragraph headings and references are for the convenience of the PARTIES and are not intended to limit, vary, define or expand the terms and provisions contained in this AGREEMENT and shall not be used to interpret or construe the terms and provisions of this AGREEMENT.



9.05.COUNTERPARTS: This AGREEMENT may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same AGREEMENT.

9.06.NOTICES: Notices herein required shall be in writing and shall be served upon the PARTIES, either personally or mailed by certified or registered mail, return receipt requested:

If to the CITY: City Administrator  
City of West Chicago  
475 W. Main Street  
West Chicago, Illinois 60185

with a copy to: Mr. Patrick Bond  
Bond, Dickson and Conway  
400 S. Knoll Street, Unit C  
Wheaton, IL 60187

If to OWNER: Ms. Sarah Harms  
H&H Specialty LLC  
641 Nor Oaks Court  
West Chicago, IL 60185

A PARTY'S address may be changed from time to time by such PARTY giving notice as provided above to the other PARTIES noted above.

9.07.INTEGRATION: This AGREEMENT together with all Exhibits and attachments thereto and all other documents, laws and statutes otherwise herein mentioned, constitute the entire understanding and AGREEMENT of the PARTIES. This AGREEMENT integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous AGREEMENTs between the PARTIES with respect to all or any part of the subject matter hereof.

9.08.AMENDMENT: This AGREEMENT, and any Exhibit attached hereto, may be amended only by written instrument properly executed by the PARTIES or their successors in interest. Execution of any such amendment by the CITY shall first have been authorized by the Ordinance or Resolution duly adopted by the corporate authorities of the CITY.

9.09.REDEVELOPMENT PROJECT USE: OWNER covenants and agrees for itself, its successors, its assignees and every successor in interest, that during construction and thereafter, during the term of this AGREEMENT, OWNER and each and every successor and assign, shall devote the SITE to the uses specified in the REDEVELOPMENT PLAN.

9.10.SUCCESSORS AND ASSIGNEES: The terms and conditions of this AGREEMENT are to apply to and bind the successors and assignees of the CITY and the successors and assignees of OWNER.