

**VILLAGE OF BRADFORD, ILLINOIS**

ORDINANCE NO. 13/14-10

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

**BETWEEN**

**THE VILLAGE OF BRADFORD**

**&**

**JERRY WILSON**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF BRADFORD, ILLINOIS,  
ON THE 7<sup>TH</sup> DAY OF OCTOBER, 2013.**

VILLAGE OF BRADFORD, ILLINOIS: ORDINANCE NO. 13/14-10

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
TIF DISTRICT REDEVELOPMENT AGREEMENT BY AND BETWEEN:  
THE VILLAGE OF BRADFORD  
AND  
JERRY WILSON

The Village President and Board of Trustees have determined that this Redevelopment Agreement is in the best interest of the citizens of the Village of Bradford; therefore, be it ordained by the Village President and Board of Trustees of the Village of Bradford, Stark County, Illinois as follows:

**SECTION ONE:** The TIF Redevelopment Agreement with Jerry Wilson, Developer, attached hereto (Exhibit 1) is hereby approved.

**SECTION TWO:** The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Bradford is hereby authorized and directed to attest such execution.

**SECTION THREE:** The Redevelopment Agreement shall be effective the date of its approval on the 7<sup>th</sup> day of October, 2013.

**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 Village of Bradford this 7<sup>h</sup> day of October, 2013.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Henry Waldinger, Trustee	Yes		
John Cler, Trustee	Yes		
Shane Brown, Trustee			Absent
Shawn Stiltz, Trustee	Yes		
Tony Carlton, Trustee	Yes		
Robin Lindner, Trustee	Yes		
Adam Wilson, President			Abstain
<b>TOTAL VOTES:</b>			

APPROVED: Adam Wilson, Date 10/7 / 2013  
President, Village of Bradford

ATTEST: Joanne Holman, Date: 10/07 / 2013  
Village Clerk, Village of Bradford

**EXHIBIT I:** Redevelopment Agreement between the Village of Bradford and Jerry Wilson

**EXHIBIT 1**

**REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF BRADFORD  
AND  
JERRY WILSON**

**VILLAGE OF BRADFORD  
TAX INCREMENT FINANCING (TIF) DISTRICT**

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**TIF REDEVELOPMENT AGREEMENT**

by and between

**VILLAGE OF BRADFORD, STARK COUNTY, ILLINOIS**

and

**JERRY WILSON**

**OCTOBER 2013**

**VILLAGE OF BRADFORD  
TAX INCREMENT FINANCING (TIF) DISTRICT  
REDEVELOPMENT AGREEMENT**

by and between

**VILLAGE OF BRADFORD  
and  
JERRY WILSON**

**THIS REDEVELOPMENT AGREEMENT** (including Exhibits) (“Agreement”) is entered into this 7<sup>th</sup> day of October, 2013, by the **Village of Bradford** (the “Village”), an Illinois Municipal Corporation, Stark County, Illinois, and **Jerry Wilson** (the “Developer”).

**PREAMBLE**

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

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

**WHEREAS**, on May 18, 1998, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the Village adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Project Area, pursuant to the Act, known as the **Bradford Tax Increment Financing District** (the “TIF District”); and

**WHEREAS**, the Developer is the owner of property within the boundaries of the TIF District, located at 170 West Main St., Bradford, Illinois (PIN#:s: 02-23-403-022 and 02-23-403-023) (the “Property”); and

**WHEREAS**, the Developer has acquired the Property to make improvements for the operation of a commercial restaurant and desires to be reimbursed for a portion of the land acquisition costs (the “Project”), based upon the availability of incentives by the Village; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the TIF Plan; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur redevelopment project costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement (the "Eligible Project Costs") including those Eligible Project Costs listed on *Exhibit 1* attached hereto and incorporated herein; and

**WHEREAS**, the Village has the authority under the Expenses for Economic Development Act, 65 ILCS 5/8-1-2.5, to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

**WHEREAS**, the Developer requests that incentives for the development be provided by the Village and that such incentives include the reimbursement of a portion of the Developer's Eligible Project Costs; and

**WHEREAS**, the Village has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan as amended, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the Village; and

**WHEREAS**, the Village shall pay to the Developer a total amount not to exceed **Fifteen Thousand Dollars (\$15,000.00)** from the Bradford TIF District Special Tax Allocation Fund for the reimbursement of Eligible Project Costs, specifically land acquisition costs, and such payment shall be paid as set forth in *Section C* below; and

**WHEREAS**, the Village is entering into this Agreement to induce the Developer to improve said Property for the operation of a commercial restaurant; and

**WHEREAS**, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceeded with its plans to complete the Project as set forth herein.

### **AGREEMENTS**

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

### **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, and are to be construed as binding statements 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 Village in extending incentives for this Project is relying on the representation of the Developer contained herein to substantially complete the 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.

#### A. DEVELOPER'S COMMITMENTS

In consideration for the Incentives offered below by the Village, the Developer commits to make the following improvements and take the requisite actions to complete any commitment herein:

1. Developer agrees to substantially complete the Project, which includes acquiring the Property to make improvements for the operation of a commercial restaurant;
2. Developer will acquire easements necessary to construct any necessary public infrastructure improvements, which easements will be dedicated to the Village upon approval of the Village's Engineer and substantial completion of construction;
3. The Developer has commenced commercial operations at the business located on the Property as of September 1, 2013; and
4. In any year during the term of this Agreement, two Village Trustees, as designated by the Village President, must approve a visual inspection of all properties owned by Jerry Wilson before funds are released to the Developer. If the visual inspection is not approved by the two Village Trustees, the Developer shall have 30 days to complete the required improvements in order for the Village to extend incentives provided for in *Section C.* for that year.

#### B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the "**Bradford Tax Increment Financing District**" which includes the Developer's Property. The Village has approved certain Redevelopment Project Costs in its Redevelopment Plan, including the types described in *Exhibit 1* for the Developer's Project.

#### C. INCENTIVES

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

1. The Village agrees to reimburse a total of **\$15,000.00** from the Special Tax Allocation Fund ("TIF Fund") for Eligible Project Costs incurred as a result of the Developer's Project (See *Exhibit 1*) (the "Grant"). The conditions for payments to the Developer shall be as follows:
  - a) The Grant amount of **\$15,000.00** shall be paid to the Developer in **three (3)** equal installments of **\$5,000.00** from the TIF Fund. The Developer is eligible to receive payment commencing on September 1, 2014 and on September 1 of each year thereafter

provided that Developer is determined to be eligible for reimbursement per *Section A(4)* above;

- b) If the Village determines that the Developer is not eligible to receive an installment in any year pursuant to *Section A(4)* above, then the reimbursement for that year shall not be paid to Developer, and in no event shall Developer be paid any reimbursement after September 1, 2018. The Grant shall expire on that date;
- c) Prior to payment of the first installment on September 1, 2014, the Developer must have verified Land Acquisition Costs in an amount equal to or exceeding \$15,000.00 as set forth in *Section E.* below;
- d) The Agreement shall be terminated if any time during term of the Agreement, the Developer:
  - (i) sells the Property or transfers ownership of the Property to any other entity;
  - (ii) ceases commercial operations on the Property; or
  - (iii) in the event that the taxable value for either of the parcels included in the Property decreases in any year by 25% or more, then the Developer shall be in Default of the Agreement and the Village shall be released from its obligations to pay the Developer any additional reimbursements due pursuant to the Agreement. In the event of Default, the Developer shall be obligated to pay the Village back the amount of Grant funds received through that date, not to exceed \$10,000, immediately upon termination of the Agreement.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

The Developer shall be reimbursed by the Village only for Eligible Project Costs permitted by the Act and included in *Exhibit 1* that are incurred as a result of the Project, not to exceed a total of **Fifteen Thousand Dollars (\$15,000.00)**. The failure of the Developer to comply with the conditions set forth in the above *Section C(1)* above, shall constitute a Default of this Agreement.

#### **E. VERIFICATION OF ELIGIBLE PROJECT COSTS**

1. A request for verification from the Developer of TIF Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs (the "Requisition") and submitted by Developer to the Village's TIF Administrator Jacob & Klein, Ltd. and The Economic Development Group, Ltd. (collectively the "TIF Administrator").
2. The Requisition must be accompanied by verified bills or statements of suppliers, contractors, or professionals, or cash receipts approved by the Administrator, together with Mechanic's Lien Waivers as required by the Village.



3. The Administrator shall approve or disapprove the Requisition by written receipt to the Developer. Approval of the Requisition will not be unreasonably withheld. If the Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittal.
4. The sums approved by the TIF Administrator shall be paid from the TIF District Special Tax Allocation Fund pursuant to *Section C(1)* above to the Developer.
5. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.

#### **F. LIMITED OBLIGATION**

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely as set forth herein and shall not exceed **\$15,000.00**. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village's general credit or taxing power.

#### **G. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the Village to make any payments to any person other than the Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project. This Agreement shall not create any third-party rights and the Developer shall indemnify and hold the Village harmless on any claims arising out of the Developer's construction activities.

#### **H. COOPERATION OF THE PARTIES**

The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project.

#### **I. DEFAULT; CURE; REMEDIES**

In the event of a default under this 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 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 Village 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 Agreement, it shall not be deemed to be in default under this 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 non-monetary covenant as and when it is required to under this 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 non-monetary 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.

#### **J. ASSIGNMENT**

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

#### **K. 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.

#### **L. 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.

#### **M. 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 (3<sup>rd</sup>) 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 Developer:

Jerry Wilson  
RR 2 Box 105  
Bradford, IL 61421

To Village:

Village Clerk  
Village of Bradford  
160 West Main Street  
P.O. Box 9  
Bradford, IL 61421

*With copy to:*

Jacob & Klein, Ltd.  
Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, Illinois 61704  
Telephone: (309)664-7777

#### **N. SUCCESSORS IN INTEREST**

Subject to the Provisions of Paragraph J above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

#### **O. 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.

#### **P. INDEMNIFICATION OF VILLAGE**

Developer acknowledges that it is responsible for determining applicability, processing payroll and compliance with the Illinois Prevailing Wage Act, to the extent such is applicable. Applicability is to be determined by Developer and Developer shall indemnify and hold harmless the Village, and all Village 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 Village, including but not limited to the reasonable attorney fees of Village.

#### **Q. TERM OF THE AGREEMENT**

This Agreement shall expire on September 1, 2018 or upon the Developer's receipt of all incentives included herein or upon Default by the Developer.

**R. 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.

**S. WARRANTY OF SIGNATORIES**

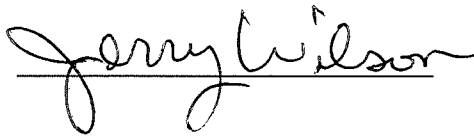
The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

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

**VILLAGE OF BRADFORD, ILLINOIS** a  
Municipal Corporation:

By:   
Mayor

**DEVELOPER:**  
Jerry Wilson



**ATTEST:**

  
Village Clerk

**EXHIBIT 1**

**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

Jerry Wilson Project  
Bradford Tax Increment Financing District, Stark County, Illinois

Project Description:       The Developer acquired the property for the operation of a commercial restaurant.

Location:                 170 West Main St., Bradford, Illinois

PIN#:                     02-23-403-022 and 02-23-403-023

**Eligible Project Costs:**

Land Acquisition Costs .....	\$15,000.00
<b>Total <i>Estimated</i> Eligible Project Costs<sup>1</sup> .....</b>	<b>\$15,000.00</b>

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<sup>1</sup> The Village agrees to reimburse the Developer for Eligible Projects incurred in the amount of \$15,000.00 as set forth in the Agreement, and shall not be obligated to reimburse the Developer for any Eligible Project Costs exceeding \$15,000.00.