

ORDINANCE NO. 615

VILLAGE OF BELLEVUE, ILLINOIS

AN ORDINANCE AUTHORIZING AN AGREEMENT
RELATING TO THE DEVELOPMENT OF PROPERTY
WITHIN A REDEVELOPMENT PROJECT AREA

WHEREAS, Section 11-74.4.4 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4.4) provides that no agreement relating to the development of property within a redevelopment project area shall be made except upon the adoption of an ordinance by the corporate authorities;

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

WHEREAS, the Village has agreed to distribute TIF monies to aide in the development and construction of improvements to an existing commercial building on a parcel ("Parcel") of land within the redevelopment project area, the Parcel being described in **Exhibit A** attached hereto;

WHEREAS, the Village has received a proposal from Brian Stufflebeam d/b/a Ron's Automotive Service ("Stufflebeam") whereby he proposes to construct improvements to an existing commercial building on the Parcel, which is expected to generate substantial tax revenue and employment opportunities for the Village;

WHEREAS, the Village has advertised its request for alternative proposals by publishing the same in a newspaper of general circulation within the Village; and

WHEREAS, the Village has determined that it is in the best interests of the Village to accept the proposal from Brian Stufflebeam.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BELLEVUE AS FOLLOWS;

1. The agreement with Stufflebeam to provide TIF monies to aide in the development and construction of improvements to an existing commercial building is consistent with the redevelopment plan and project of the Village.
2. The agreement with Stufflebeam to provide TIF monies to aide in the development and construction of improvements to an existing commercial building pursuant to the Redevelopment Agreement attached hereto is hereby approved.
3. The President, Clerk and other officers of the Village are hereby authorized to execute all documents and to perform all acts necessary to evidence the Redevelopment Agreement.
4. The Village Clerk is authorized to publish this Ordinance in pamphlet form.
5. This Ordinance shall be in full force and effect as of the day of its first passage.

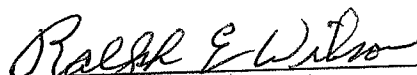
PASSED AND APPROVED THIS 25th day of February, 2008.

AYES: 6

NAYES: 0

ABSENT: 0

VILLAGE OF BELLEVUE


Ralph Wilson, President

Attest:

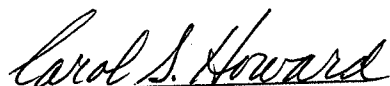

Carol S. Howard, Clerk

EXHIBIT A

Lot 4 in Enterprise Subdivision Phase II, a part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 10, Township 8 North, Range 7 West, East of the 4th Principal Meridian as shown on plat recorded August 29, 2000 in Plat Book 7, Page 93 as Document No. 00-27467.

PIN: 17-10-402-002

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT ("Agreement") is dated as of February 25, 2008, between the Village of Bellevue, Peoria County, Illinois, an Illinois municipal corporation ("Village") and Brian Stufflebeam d/b/a as Ron's Automotive Service ("Developer").

DEFINITIONS

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

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

"Redevelopment Plan": Shall mean the Starr Lane Tax Increment Redevelopment Plan, as amended from time to time.

"Redevelopment Project Area": Shall mean the Starr Lane Redevelopment Project Area as described in the Redevelopment Plan, sometimes and also referred to herein as the "TIF District".

PREAMBLE
DESIGNATION OF REDEVELOPMENT
PROJECT AREA

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

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

C. **Incentives.** To help achieve the aforementioned objectives, and to help realize the benefits thereof, the Village will provide specific incentives, hereinafter described, to the Developer.

AGREEMENT

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

SECTION I

1.1 Developer to Construct Redevelopment Improvements. In consideration of the incentives provided by the Village as hereinafter described, Developer shall, at his sole cost and expense, construct improvements to an existing building on the Project Site which is a retail

automotive repair facility ("Redevelopment Improvements"), in substantial conformance with a site plan to be approved by the Village, which approval shall not be unreasonably withheld. The Redevelopment Improvements will have a total value of not less than **\$138,476** and shall be completed and occupied not later than ^{October} ~~August~~ 1, 2008; provided, however, if delay is caused or contributed to by act or neglect of the Village or those acting as agents of the Village, labor disputes, casualties, acts of God, government, embargo, action or non-action of public utilities or of local, state or federal government affecting the work, or other causes beyond Developer's control, then the time of completion of said construction shall be extended for the additional time caused by such delay. Construction shall begin no later than ^{June} ~~May~~ 1, 2008.

1.2 Developer to Maintain Redevelopment Improvements in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances. Developer must, at all times, operate the facility in conformance with all applicable laws, rules and regulations including any and all ordinances of the Village. No materials, construction or those associated with the Redevelopment Improvements, hazardous or otherwise, shall be stored in the open or in "plain view"; provided however, that the Developer may temporarily unload such materials in the open or in "plain view".

SECTION II

2.1 Capital Distributions. Upon the occurrences shown below, the Village will pay to Developer the amounts opposite such occurrence:

1)	Execution of this Redevelopment Agreement	\$23,000
2)	Commencement of Construction of Redevelopment Improvements	\$23,000
3)	<u>Completion of Construction of Redevelopment Improvements</u>	<u>\$23,000</u>
		\$69,000

This distribution shall be accomplished by documentation reasonably acceptable to both parties as authorized by the Act.

2.2 Conditions Precedent. Prior to commencement of construction of the Redevelopment Improvements, Developer shall deliver to the Village the following, in form and substance reasonably satisfactory to the Village:

- a) **Project Cost Analysis.** An analysis of the projected cost of construction of the Redevelopment Improvements;
- b) **Plans.** A site plan and construction plans for the Redevelopment Improvements;
- c) **Construction Contracts.** Executed construction contracts for the Redevelopment Improvements with contractors reasonably acceptable to the Village showing commencement and completion dates consistent with Developer's obligations under Section 1.1 hereof;

- d) **Financing.** Evidence, acceptable to the Village, that Developer has financing in place to complete construction of the Redevelopment Improvements;
- e) **Financial Capacity.** Evidence of Developer's financial ability to proceed with construction of the Redevelopment Improvements;
- f) **Other Documents.** Such other documents as are reasonably requested by the Village.

2.3 Conditions Subsequent. Developer agrees to operate a retail automotive repair facility on the Project Site for at least five years after completion of the Redevelopment Improvements. If Developer (or its successors in interest), ceases operation of a retail automotive repair facility within the first five years after completion of the Redevelopment Improvements, Developer agrees to return the Capital Distributions according to the following table:

<u>Years After Redevelopment Improvements Completed</u>	<u>Amount Owed Village</u>
Less than 2 years	\$69,000
More than 2 years but less than 3 years	\$51,750
More than 3 years but less than 4 years	\$34,500
More than 4 years but less than 5 years	\$17,250

SECTION III

3.1 Notice. All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

- If to the Village: Village of Bellevue
320 S. Main St.
Bellevue, Illinois 61604

- With a copy to: Hunziker Law Group LLC
Sixteenth Floor
Commerce Bank Building
416 Main Street
Peoria, Illinois 61602

- If to Developer: Brian Stuffelbeam
Ron's Automotive Service
6010 W. Plank Rd.
Bellevue, Illinois 61604

SECTION IV

4.1 Assessment of Redevelopment Project Area. The parties agree that the Redevelopment Improvements shall be assessed for general real estate taxes in the manner provided by Illinois Compiled Statutes, as amended from time to time. Developer agrees that it will not do any of the following until issuance of the certificate of completion as described in Section 4.13 of this Agreement:

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

4.2 No Recourse Against Public Officials. No recourse under or upon any obligation covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the elected officials of the Village or its officers, agents, attorneys and or employees, in any amount, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the elected public officials of the Village or its officers, agents and or employees, and all such claims are hereby expressly waived and released as a condition of and as a consideration for the execution of this Agreement by the Village.

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

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

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

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

4.7 Heirs, Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

4.8 Headings. Titles of the several parts, paragraphs and sections of this Agreement are inserted only for the convenience and reference of the parties and shall be disregarded in construing or interpreting any provision.

4.9 Assignment. Developer may not assign this Agreement. Any attempts to assign this Agreement shall be void and of no force and effect.

4.10 Indemnification of Village. Developer agrees to indemnify, defend and hold harmless the Village, its President, Trustees, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against all claims and causes of action and suits of every kind and nature, including liabilities, damages, costs and expenses and reasonable attorney's fees brought by third parties arising out of any and all conduct of Developer, its agents, employees, representatives and attorneys in connection with the Redevelopment Improvements, the operation of its business in the Redevelopment Project Area and any liability or claim naturally arising from the transaction contemplated hereunder and from the natural


consequences and business of Developer continuing hereforward. Further, Developer alone shall be responsible for the completion of the Redevelopment Improvements.


4.11 Covenants to Run with the Land. Developer hereby subjects the Redevelopment Improvements to the covenants, reservations and restriction set forth herein. The Village and Developer hereby declare and express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Redevelopment Improvements throughout the term of this Agreement. Each and every contract, deed, mortgage or other instruments hereinafter executed covering or conveying the Redevelopment Improvements or any portion thereof shall be conclusively held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

4.12 Certificate of Completion. Upon completion of Developer's obligations under Section 1.1 of this Agreement to the reasonable satisfaction of the Village, the Village shall issue, upon request of Developer, a certificate of completion. Issuance of said certificate shall evidence completion of Developer's obligations under Section 1.1 of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF BELLEVUE

By: 
Ralph E. Wilson, President

Attest: 
Carol Howard, Village Clerk

DEVELOPER

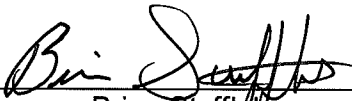

Brian Stufflebeam

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