



SHELLY HUGGINS, CITY CLERK

CITY OF HERRIN

300 NORTH PARK AVENUE

HERRIN, ILLINOIS 62948

(618)942-3175 · Fax (618)988-9115

Email: shuggins@cityofherrin.com

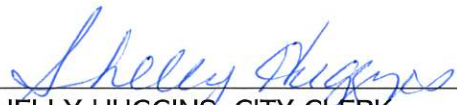
STATE OF ILLINOIS                     )  
WILLIAMSON COUNTY                 )  
CITY OF HERRIN                        )  
CERTIFICATE OF PUBLICATION     )

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk I am the keeper of the records and files of the City Council of said City.

I further certify that on February 13, 2023 the Corporate Authorities of the above municipality passed and approved Ordinance 4-2023 Authorizing a TIF Redevelopment Agreement with Wilhelm Industries, Inc. d/b/a Wonder Wash.

The pamphlet form of Ordinance 4-2023, included the Ordinance and a cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building and on the municipality's website, commencing on February 14, 2023 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 14<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
SHELLY HUGGINS, CITY CLERK  
HERRIN, ILLINOIS

SEAL

CITY OF HERRIN

ORDINANCE NO. 4-2023

AUTHORIZING A TIF REDEVELOPMENT AGREEMENT WITH  
WILHELM INDUSTRIES, INC. D/B/A WONDER WASH

ADOPTED BY THE CITY COUNCIL OF THE  
CITY OF HERRIN, ILLINOIS, FEBRUARY 13, 2023

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF  
THE CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, THIS 14<sup>TH</sup> DAY OF  
FEBRUARY, 2023.

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Shelly Huggins  
City Clerk

**ORDINANCE 4-2023**

**AUTHORIZING A REDEVELOPMENT AGREEMENT WITH WILHELM INDUSTRIES INC. DBA  
WONDER WASH UTILIZING TAX INCREMENT FINANCING FOR A COMMERCIAL  
REDEVELOPMENT PROJECT**

WHEREAS, the City of Herrin, Illinois, (the "City") desires to repair and improve existing property within the established Herrin Tax Increment Financing Redevelopment Project Area #1 (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 et. seq.et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the City of Herrin's TIF District; and,

WHEREAS, Wilhelm Industries Inc. d/b/a Wonder Wash (the "Developer") has submitted a proposal requesting consideration by the City Council of the City of Herrin for the use of TIF Funds to support a project for the development and improvement of certain property located within the TIF District for commercial purposes; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and redevelopment of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize TIF Funds to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the Corporate Authorities of the City of Herrin finds that it is in the best interest of the City of Herrin to enter into a Redevelopment Agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and development of certain property, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE  
CITY OF HERRIN, ILLINOIS, AS FOLLOWS:**

**SECTION 1.** The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with Developer, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

**SECTION 3.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 4.** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the City Council of the City of Herrin, Illinois this 13<sup>th</sup> day of FEBRUARY, 2023.


  
\_\_\_\_\_  
Shelly Huggins, City Clerk

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman David Shoemake	x			
Alderman Sheila Ahlgren	x			
Alderman Paul York	x			
Alderman Randy Crompton	x			
Alderman Scott Kinley	x			
Alderman Steve Miller	x			
Alderman Marilyn Ruppel	x			
Alderman Bill Sizemore	x			

APPROVED BY THE MAYOR OF THE CITY OF HERRIN, ILLILNOIS THIS 13<sup>th</sup> DAY OF FEBRUARY, 2023.

  
\_\_\_\_\_  
Steve Frattini, Mayor

ATTEST:

  
\_\_\_\_\_  
Shelly Huggins, City Clerk



SHELLY HUGGINS, CITY CLERK

CITY OF HERRIN

300 NORTH PARK AVENUE

HERRIN, ILLINOIS 62948

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Email: shuggins@cityofherrin.com

STATE OF ILLINOIS  
WILLIAMSON COUNTY  
CITY OF HERRIN

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk I am the keeper of the records and files of the City Council of said City.

I further certify that on February 13, 2023 the Corporate Authorities of the above municipality passed and approved Ordinance 4-2023 Authorizing a TIF Redevelopment Agreement with Wilhelm Industries, Inc. d/b/a Wonder Wash.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 13<sup>th</sup> of February, 2023.

SHELLY HUGGINS, CITY CLERK  
HERRIN, ILLINOIS

SEAL

EXHIBIT "A"

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT  
HERRIN WONDER WASH PROJECT  
WILHELM INDUSTRIES INC. DBA WONDER WASH**

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This tax increment financing redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of February 13, 2023, by and between the CITY OF HERRIN, ILLINOIS, an Illinois municipal corporation (the "City"), and WILHELM INDUSTRIES INC. DBA WONDER WASH, an Illinois corporation (the "Developer").

**RECITALS**

- A. WHEREAS, on December 27, 2010, in accordance with the TIF Act, the City of Herrin, Illinois approved ordinances adopting tax increment financing (TIF) and the Herrin Tax Increment Financing Plan and Project, also known as the Herrin Tiger TIF District or TIF #1; and
- B. WHEREAS, The Developer has submitted a Redevelopment Proposal to the City for a project which could not or would not be undertaken without the inducement by the City of the use of tax increment financing incentives; and,
- D. WHEREAS, The City Council of the City, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the goals and objectives specified in the Redevelopment Plan.

**AGREEMENT**

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)" will be a fee incurred annually for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as 10% of the total annual Developer's Share Eligible Redevelopment Project Costs submitted by the Developer and approved by the City for reimbursement during each year, not to exceed \$500.00. Administration Fees are to be paid to the City annually, prior to any reimbursement payments from the City to the Developer, for the life of this Agreement. This fee may be deducted from the Developer's Share, or may be waived by the City at their discretion.

“Affiliate”: Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

“Agreement Term”: The period of time in which this agreement is in full force and effect. For this Agreement, that period of time will begin upon the date of execution of this agreement and continue for the remaining life of the TIF District, which is set to expire in the year 2033.

“City”: The City of Herrin, Williamson County, Illinois, a statutory City of Williamson County, and a political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Herrin, Illinois.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: Wilhelm Industries Inc. DBA Wonder Wash, an Illinois corporation. Where the Developer is referred to in the singular in this Agreement it shall include the plural.

“Developer’s Portion of the Redevelopment Project”: The redevelopment of certain property for commercial uses through the construction and development of a new commercial building of approximately 4,480 square feet in size. The Developer’s Portion of the Redevelopment Project includes, but is not limited to, any and all demolition, site preparation, new construction, infrastructure and utility improvements and installation, equipment installation, and other work as may reasonably be required to support such a project; all to be used for activities in accordance with the Redevelopment Plan.

“Developer’s Share”: Means, (1) the portion of the net TIF Revenues generated by the Property and received by the City annually, which are to be reimbursed back to the Developer during the Agreement Term for certain Eligible Redevelopment Project Costs incurred during the performance of the Work; The cumulative total payments of the Developer’s Share shall not exceed the Reimbursement Limit.

1. For the purposes of this agreement, the portion of TIF Revenues eligible to be reimbursed annually to the Developer will be **sixty-percent (60%)** of the net remaining revenues after any deductions of any other approved obligations the City may be party to. The first payment of the Developer’s Share will be calculated based on the TIF Revenues assessed to the Property during the first

year of full assessment of the Property after substantial completion of the Work, with the final payment being issued based on TIF Revenues assessed during the last year of the Agreement Term (**See Exhibit 1 – Example Payment Schedule**).

All payments made in accordance with this agreement are to be for reimbursement of certain approved Eligible Redevelopment Project Costs incurred during the performance of the Work and are to be paid from the Vienna Tax Increment Financing Project Area Special Allocation Fund for the TIF District. The total sum of payments from the Developer to the City may not exceed the Reimbursement Limit.

“Eligible Redevelopment Project’s Costs”: Certain costs incurred during the performance of the Work that qualify under Section 11-74.4-3 (q) of the TIF Act as determined by the City, in the City’s sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

<b>Project Component</b>	<b>Estimated Cost</b>
Property Acquisition	\$87,229
Infrastructure (parking area)	\$39,260
Infrastructure (electric, water, sewer)	\$50,000
Site Preparation	\$62,700
Professional Fees	\$47,837
Total Estimated Eligible Costs:	<b>\$287,026</b>

“Property”: That property to be used by Developer as more generally defined as being located at property which has the address of 1106 S. Park Ave., Herrin, IL 62948 (Williamson County PIN(s): 02-30-410-001) and described more fully in **Appendix A – Project Location**.

“Redevelopment Area”: A certain area of the City of Herrin known as the “Herrin Redevelopment Project Area #1”, also known commonly as the Tiger TIF or TIF District #1.

“Redevelopment Plan”: A plan entitled “Herrin Tax Increment Financing Redevelopment Plan & Project” which was approved on December 27, 2010, and as from time to time amended.

“Redevelopment Project”: Those activities described as the Redevelopment Project in the Redevelopment Plan, Redevelopment Proposal, and this Agreement.

“Redevelopment Project Costs”: The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment



Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Redevelopment Proposal": The description of the intended scope and scale of the project as described by the Developer in the submitted application for tax increment financing assistance, as well as any and all accompanying site plans, drawings, or other descriptions of the intended project.

"Reimbursement Limit": The maximum amount of money the Developer may receive in accordance with this agreement; that amount not to exceed a dollar figure equal to 75% of the Eligible Redevelopment Project Costs verified by the City to have been incurred during the performance of the Work required to complete the project.

"Special Allocation Fund": The Special Allocation for the Herrin Tax Increment Financing Project Area #1 (the TIF #1 Fund).

"TIF Act": The Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 *et. seq.*)

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Vienna Downtown Tax Increment Financing Project Area) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of Johnson, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to prepare the Property for, and to implement the portion of the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to, The redevelopment of certain property for commercial uses through the construction and development of a new commercial building of approximately 4,480 square feet in size. The Developer's Portion of the Redevelopment Project includes, but is not limited to, any and all demolition, site preparation, new construction, infrastructure and utility improvements and installation, equipment installation, and other work as may reasonably be required to support such a project; all to be used for activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project. The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) Any and all required pre-construction demolition, site preparation, planning, surveying, engineering, architectural work, and other similar work items.
- b) The construction and development of a new commercial building of approximately 4,480 square feet in size.
- c) The installation of any and all necessary equipment and machinery.
- d) Construction, installation, and connection of all necessary infrastructure and utility components including entrance/exits, parking areas, walkways, water service, sewer service, electrical service, and any other reasonably necessary components.
- e) All other work as may reasonably be required or expected to be performed in order to complete the project in a safe and responsible manner, and in accordance with any approved development plans.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the property must be fit for occupation and be in compliance with all building codes, ordinances, or other regulations.

The Developer agrees to begin the project within sixty (60) days of the execution of this agreement and have the facility ready for operation within one-hundred eighty (180) days of the execution of this agreement. The Developer may be granted extensions to these deadlines with written consent from the City, of which will not be unreasonably withheld. The Developer Agrees that failure to meet the completion deadlines will result in a breach of contract and cause the Developer to be in default of the Agreement, allowing for its immediate termination.

The Developer agrees that all work and construction phases will be performed in accordance with all local codes, ordinances, regulations, and other relevant policies which may pertain to the development of the proposed project.

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals.

4.1 Changes. During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals. The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of the Developer's Share.

5.1 Requests for Payment of the Developer's Share. The Developer shall submit Requests for Payment of the Developer's Share ("Requests") in substantially the same form as set forth in **Exhibit 2 - Request for Reimbursement** on or before

December 31<sup>st</sup> of any given year during the Term of this agreement in order to be eligible to receive payment of the Developer's Share for taxes payable during that year. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full to date and that all sales tax owed to the City of Vienna is paid in full. Payment of the Developer's Share will be forfeited for any year in which appropriate requests for payment, including all applicable documents and proof of payment, are not supplied by December 31<sup>st</sup>. Forfeited payments will not count towards the applicable Reimbursement Limit, and will not be recoverable in future years. The acquisition, production, and submission of all necessary documents and information required to effectuate payment of the Developer's Share will be the sole responsibility of the Developer.

5.2 City's Determination of Payment of the Developer's Share. The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of the Developer's Share. Within 60 days of receipt and deposit of the Property's TIF Revenues into the City's Special Allocation Fund, the City shall pay the Developer the annually approved payments pursuant to the Developer's Share to the extent monies are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Property is no longer used for the purposes outlined in this Agreement; (ii) the Reimbursement Limit is reached; (iii) the Agreement Term is reached; (iv) the TIF District expires or is otherwise terminated; (v) it has been determined by the City, in the City's sole discretion, that the Developer is not operating an approved commercial business on the Property or has failed to meet any obligations of the Agreement, including any stated timelines for completion of work items or project phases.

Furthermore, the Developer agrees that if any of the following events occur during the Agreement Term, the Developer may be considered to be in default of the Agreement, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer as part of this Agreement:

- a) The Property is not the location of an active commercial business.
- b) The property is determined to be unfit for occupation or otherwise unusable for public or private purposes.
- c) The property is sold or ownership is transferred without written consent

- from the City. Such consent is agreed not be unreasonably withheld.
- d) The buildings or Property is not being used for authorized or otherwise approved purposes.
  - e) Any obligations or project phases identified in this Agreement, and specifically in Section 2.1, have not been performed within the identified timelines.

If a default occurs within five (5) years of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between five (5) years and ten (10) years from the signing of this Agreement, the Developer will return 50% to the City.

Upon the occurrence of a default or a breach which requires either party to undertake any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

The City reserves the right to pursue recovery of any and all payments made to the Developer pursuant to this agreement at their own discretion. Request for repayment will be required to be made in writing to the Developer, and is not automatically triggered by the above mentioned events.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs. Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) as determined by the City. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, up to the Reimbursement Limit, should the Work be completed. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid,

or delivered personally,

1) In the case of the Developer, to:  
Mark Trust  
287 Southwood Court  
Columbia, Illinois 62236

2) In the case of the City, to:  
City of Herrin  
Attn: TIF Administrator  
300 N. Park Avenue  
Herrin, Illinois 62948

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest. The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Board or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Board the nature of such interest and seek a determination with respect to such interest by the City Board and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area. The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification.

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property Work due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination. In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City. The City represents and warrants that:

(a) Organization and Authority. The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer. The Developer represents and warrants that:

(a) Organization and Authority. The Developer (i) is an individual, and (ii) has full authority and power to execute and deliver and perform the terms and obligations of this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, and the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law. The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation. Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation,



proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure. There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Inspection. The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law. This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
16. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
17. Entire Agreement; Termination. The City shall retain the right to terminate this Agreement at any of the following moments: (i) the Reimbursement Limit is reached; (ii) the date the TIF District expires; (iii) the Developer has failed to meet to the deadlines for the start or completion of any of the phases of the Work as outlined within section 2.1, and no extensions have been granted.
18. Prevailing Wage.
  - (a) The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The City makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the

Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions. The Developer shall indemnify and hold harmless the City, its agents, officers and employees from and against all claims, fines, penalties, costs and interest, including attorney fees, which may arise from any violation of the Prevailing Wage Act in connection with the Project.

- (b) The Developer agrees that any work performed by or for the Developer under this Agreement shall comply with all other applicable laws, ordinances, and regulations governing fair labor practices.

19. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
20. Assignment. The rights and obligations of the Developer under this Agreement shall not be assignable by the Developer, except upon prior written consent given by the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.
21. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date so indicated.

"CITY"

CITY OF HERRIN, ILLINOIS

DATE: 02/13/2023

  
\_\_\_\_\_  
Steve Frattini, Mayor, City of Herrin, Illinois

ATTEST:

  
\_\_\_\_\_  
Shelly Huggins, City Clerk, City of Herrin, Illinois

"DEVELOPER"

WILHELM INDUSTRIES INC. DBA WONDER WASH

DATE: \_\_\_\_\_

Sign: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT 1****EXAMPLE PAYMENT SCHEDULE**

The following payment schedule assumes that the first year of the Developer's Share will be based on taxes assessed during the year 2023 and collected in 2024.

PAYMENT #	YEAR ASSESSED	YEAR COLLECTED/ PAYMENT REIMBURSED	*DEVELOPER'S SHARE/ TIF INCREMENT REIMBURSEMENT
1	2023	2024	60%
2	2024	2025	60%
3	2025	2026	60%
4	2026	2027	60%
5	2027	2028	60%
6	2028	2029	60%
7	2029	2030	60%
8	2030	2031	60%
9	2031	2032	60%
10	2032	2033	60%
11	2033	2034	60%
END OF PAYMENTS / AGREEMENT TERM			

Payments will be based on the amount of TIF Increment generated by the Property and received by the City during the year the increment is collected (taxes assessed in 2023 will be collected in 2024). No payment will be disbursed until all taxes have been confirmed to have been paid in full and collected by the City.

At the time of execution of this agreement, the exact dollar figure of Eligible Redevelopment Project Costs is unknown. Actual eligible costs will have to be determined upon completion of the project and submission of proof of costs incurred to be verified and accounted for by the City. The total payment the Developer may receive in accordance with this agreement will be limited by those approved costs.

**EXHIBIT 2**

**REQUEST FOR REIMBURSEMENT FORM**

Request for Reimbursement of TIF Eligible Redevelopment Project Costs

TO: TIF Administrator  
 Herrin City Hall  
 300 N Park Ave.  
 Herrin, Illinois 62948

You are hereby requested and directed as per the Redevelopment Agreement between the City of Vienna, IL and \_\_\_\_\_ to pay the Developer's Share from the Special Allocation Fund (TIF #1 Fund) for TIF Revenue generated on parcel(s): \_\_\_\_\_ during the \_\_\_\_\_ payable \_\_\_\_\_ property tax period.

With this request I am including (check one):

- No new or additional project costs
- The following new/additional project costs: (include evidence of all costs submitted)

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>
<u>Total Costs Submitted:</u>		

*\*Attach additional pages/spreadsheets as necessary*

Amount being Requested : \$ \_\_\_\_\_ Payment Request #: \_\_\_\_\_

**\*Must submit completed certification page with submission of request.**

CERTIFICATION PAGE – REQUEST FOR REIMBURSEMENT

The undersigned, on behalf and with the permission of the Developer, hereby states and certifies to the City that:

1. Each item listed herein is a Redevelopment Project Cost and was incurred in connection with the performance of the Redevelopment Project, **proof of which is attached.**
2. All real estate and sales taxes attributable to the Property have been paid in full, **proof of which is attached.**
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with all obligations and terms of the Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

*(BELOW THIS LINE FOR CITY USE ONLY)*

Approved for Payment:

CITY OF HERRIN, ILLINOIS

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A PROJECT LOCATION

Project Address: 1106 S. Park Ave.  
Herrin, Illinois  
62948

Assessor Parcel Number: 02-30-410-001

Legal: LOT002 BLK002 PLT054  
STOTLARS, THOMAS 3<sup>RD</sup> SOL LOTS 2-3-6

### PROJECT LOCATION MAP

