

RESOLUTION NO. 19-1107

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BEST WASH CAHOKIA, LLC FOR IMPROVEMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 1907 CAMP JACKSON ROAD IN THE VILLAGE OF CAHOKIA, ILLINOIS**

WHEREAS, the Village of Cahokia, Illinois, (the "Village") desires to repair and improve existing property within the established Cahokia Tax Increment Financing Redevelopment Project Area #3 (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 Village 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 Village of Cahokia's TIF District; and,

WHEREAS, Best Wash Cahokia, LLC (the "Developer") has submitted a proposal requesting consideration by the Village Council of the Village of Cahokia for the use of TIF Funds to support a redevelopment project which would repair and improve parking area, concrete infrastructure, and other exterior surface level features of a commercial business on certain property within the TIF District; and,

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

WHEREAS, the Village 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 Village of Cahokia finds that it is in the best interest of the Village of Cahokia 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 VILLAGE OF CAHOKIA, 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.

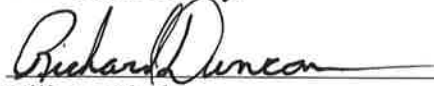
**SECTION 2.** The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

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

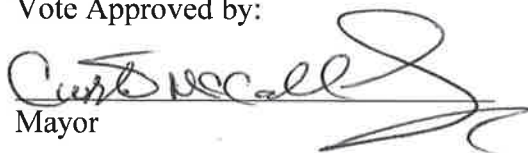
**SECTION 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Aldersperson	Aye	Nay	Abstain	Absent
	✓	_____	_____	_____
	α	_____	_____	_____
	✓	_____	_____	_____
	✓	_____	_____	_____
	✓	_____	_____	_____
	✓	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Vote Recorded by:

  
 Village Clerk

Vote Approved by:

  
 Mayor

Recorded in the Records of the Village Clerk and published by the authority of the Mayor and Village Council of the Village of Cahokia, St. Clair County, Illinois in pamphlet form this

12 day of JUNE, 2019.

STATE OF ILLINOIS        }  
SS                               }  
COUNTY OF ST. CLAIR    }

I, RICHARD DUNCAN, do hereby certify that I am the Village Clerk of the Village of Cahokia, Illinois; that the foregoing is a true and correct copy of an Resolution entitled "RESOLUTION AUTHORIZING AN AGREEMENT WITH BEST WASH CAHOKIA, LLC FOR IMPROVEMENT OF PROPERTY UTILIZING TAX INCREMENT FINANCING LOCATED AT 1907 CAMP JACKSON ROAD IN THE VILLAGE OF CAHOKIA, ILLINOIS", duly passed by the Mayor and Village Council of the Village of Cahokia as Resolution # 19-1107 at a Regular Council meeting held on the 12 day of JUNE, 2019, the Resolution being part of the official records of said Village.


  
Village Clerk

EXHIBIT A  
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT  
BEST WASH CAHOKIA, LLC  
PARKING AREA IMPROVEMENTS & REPAIRS

This Redevelopment Agreement is entered into on this 12 day of JUNE, 2019, by and between the Village of Cahokia, an Illinois Municipal Corporation (hereinafter referred to as "Village"), and Branden Unnerstall, owner, Best Wash Cahokia, LLC (hereinafter known as "Developer").

WHEREAS, on February 4, 2003, in accordance with the TIF Act, the Village of Cahokia approved ordinances adopting tax increment financing and the Cahokia Tax Increment Financing Plan and Project #3; and

WHEREAS, the Developer has submitted a redevelopment proposal to the Village for a project which could not or would not be undertaken without the use of tax increment financing incentives; and

WHEREAS, the Village Board, 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 Village, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

NOW, THEREFORE, it is agreed between the Village and the developer as follows:

**SECTION 1:** The Developer agrees, subject to the terms and conditions hereof to undertake a Redevelopment Project located at 1907 Camp Jackson Road, Cahokia, IL (St. Clair County PIN 06-12.0-303-011) which includes, but is not limited to;

- a) Paving the existing parking lot area of the Best Wash Laundromat
- b) The general improvement and repair of the parking area and exterior concrete surface features of the parking area of the Best Wash Laundromat
- c) Any and all site preparation, demolition, engineering, and other work that may be required to complete the project as would ordinarily be expected for the type of work being undertaken.
- d) The Developer agrees to begin the project within 60 days of the execution of this agreement and complete the project within 90 days of the execution of the agreement.

**SECTION 2:** The Village agrees to reimburse the Developer a total of **\$10,000.00**, or the total TIF Eligible Redevelopment Project costs incurred during the performance of the work required to satisfy the obligations identified in Section 1, whichever is less, in the form of a

one-time grant payment, payable upon completion of the project as verified by the Village, in the Village's sole discretion, for TIF eligible costs incurred during the performance of the work outlined in Section 1 of this agreement, pursuant to Section 11-74.4-3 of the TIF Act and that qualifies under Section 11-74.4-3 (q) as determined by the Village in the Village's sole discretion.

**SECTION 3:** The Developer shall submit Requests for Payment of Redevelopment Project Costs in substantially the same form as set forth in Exhibit 1. All Requests for Payment 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.

**SECTION 4:** The Village shall approve or disapprove any Requests for Payment within 45 days of the submittal thereof. If the Village 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.

**SECTION 5:** Within 15 days of approval of any Request for Payment, the Village shall pay the Developer for such approved Redevelopment Project Costs 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 Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$10,000.00 in payments from the Special Allocation Fund (iii) the Developer receives payment of an amount equal to 100% of the total TIF eligible redevelopment project costs incurred during the performance of the Redevelopment Project from the Special Allocation Fund;

**SECTION 6:** Notwithstanding any other term or provision of this Agreement, the Village's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund and from no other source. This Agreement does not compel the Village's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

**SECTION 7:** In the event the Developer defaults on the obligations or the property becomes vacant of an actively operation commercial business for a period of six (6) months or more within two (2) years from the signing of this Agreement, the Developer shall return to the Village a sum of 100% of the total payment granted from the Village to the Developer. If a default or vacancy occurs within two (2) years to four (4) years of the

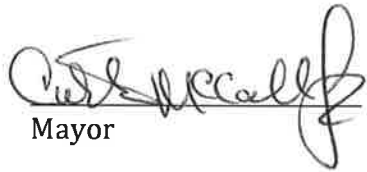
signing of this Agreement, the Developer will return 75% to the Village. If a default or vacancy occurs between four (4) years and six (6) years from the signing of this Agreement, the Developer will return 50% to the Village.

SECTION 8: The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing, and have not relied upon legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

IN WITNESS WHEREOF, the Village 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 first above written.

"VILLAGE"

VILLAGE OF CAHOKIA, ILLINOIS

  
Mayor

Date: 6-12-19

"DEVELOPER"

MIDTOWN PACKAGE LIQUORS

\_\_\_\_\_ Date: \_\_\_\_\_

By: Branden Unnerstall

The undersigned, on behalf of the Developer, hereby states and certifies to the Village that:

1. Each item listed within this request is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project, with **proof of payment (receipts/invoices/check copies) attached to this request.**
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
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.
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 Village.
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 Work on 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 the Construction Plans.

Dated this 12 day of JUNE, 2019

Sign: Curtis McCall

By: Curtis McCall

Title: Mayor

Approved for Payment:

VILLAGE OF CAHOKIA, ILLINOIS

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

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

**EXHIBIT 1**

**REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS**

**Request for Payment of Redevelopment Project Costs**

TO: Village of Cahokia  
Attn: TIF Administrator  
103 Main Street  
Cahokia, Illinois 62206

You are hereby requested and directed as per the Redevelopment Agreement Between \_\_\_\_\_ (the "Developer") and the Village of Cahokia (the "Village") to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>

Total: \_\_\_\_\_

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement which request is being made between the Village and the Developer.