

**VILLAGE OF WARRENSBURG, ILLINOIS**

**ORDINANCE NO. 788**

**AN ORDINANCE AUTHORIZING AN AGREEMENT  
WITH 121 COFFEE RUN, LLC FOR A REDEVELOPMENT PROJECT  
UTILIZING TAX INCREMENT FINANCING**

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**ADOPTED BY THE  
BOARD OF TRUSTEES  
OF THE VILLAGE OF WARRENSBURG  
THIS 3<sup>rd</sup> DAY OF JULY, 2023**

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**Published in pamphlet form by authority of the Board of Trustees of  
the Village of Warrensburg, Macon County, Illinois,  
this 3<sup>rd</sup> day of July, 2023**

## **ORDINANCE NO. 788**

### **AN ORDINANCE AUTHORIZING AN AGREEMENT WITH 121 COFFEE RUN, LLC FOR A REDEVELOPMENT PROJECT UTILIZING TAX INCREMENT FINANCING**

WHEREAS, the Village of Warrensburg, Illinois, (the "Village") desires to develop and improve existing property within the established Warrensburg Tax Increment Financing Redevelopment Project Area (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.4-1 et seq, Illinois Compiled 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 TIF District; and,

WHEREAS, 121 Coffee Run, LLC (the "Developer") has submitted a proposal requesting consideration by the Corporate Authorities of the Village for the use of TIF Funds to support a project which would cause for the redevelopment of property and construction of a new coffee shop located within the TIF District; and,

WHEREAS, the Village 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 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 Mayor and Village Board of the Village of Warrensburg finds that it is in the best interest of the Village 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 HEREBY ORDAINED BY THE PRESIDENT  
AND THE TRUSTEES OF THE VILLAGE OF WARRENSBURG, ILLINOIS:**

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

**SECTION 2.** That the President of the Board of Trustees, or his designee, is authorized and approved to execute the Agreement and execute all necessary documents.

**SECTION 3.** That 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.** That this Ordinance, after its passage and approval, shall be published in pamphlet form and shall be in full force and effect on July 3, 2023, after said publication, in the manner, form, and time as provided by the laws of the State of Illinois.

#### TRUSTEES

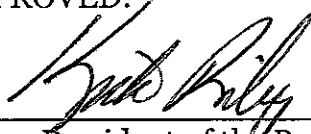
|                  |   |
|------------------|---|
| Douglas Fisher   | Aye - <input checked="" type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input type="checkbox"/> Abstain - <input type="checkbox"/> |
| Shaquill Freeman | Aye - <input type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input checked="" type="checkbox"/> Abstain - <input type="checkbox"/> |
| Leland Hackl     | Aye - <input checked="" type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input type="checkbox"/> Abstain - <input type="checkbox"/> |
| Kerry Hood       | Aye - <input type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input checked="" type="checkbox"/> Abstain - <input type="checkbox"/> |
| Pamela Hood      | Aye - <input type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input checked="" type="checkbox"/> Abstain - <input type="checkbox"/> |
| Brian Netherton  | Aye - <input checked="" type="checkbox"/> Nay - <input type="checkbox"/> Absent - <input type="checkbox"/> Abstain - <input type="checkbox"/> |

Kirk Riley Aye - ☐ Nay - ☐ Absent - ☐ Abstain - ☐

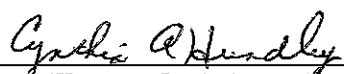
PRESENTED, PASSED and APPROVED this 3<sup>rd</sup> day of July, 2023.

RECORDED this 3<sup>rd</sup> day of July, 2023.

APPROVED:

  
\_\_\_\_\_  
President of the Board of Trustees  
of the Village of Warrensburg, Illinois

ATTEST:

  
\_\_\_\_\_  
Village Administrative Clerk  
of Warrensburg, Illinois

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF MACON     )

**CERTIFICATE**

I, CYNTHIA A. HUNDLEY, certify that I am the duly appointed Village Administrative Clerk of the Village of Warrensburg, Macon County, Illinois.

I further certify that on this 3<sup>rd</sup> day of July, 2023, the President and Board of Trustees of the Village of Warrensburg passed and approved Ordinance No. 788 entitled “An Ordinance Authorizing an Agreement with 121 Coffee Run, LLC for a Redevelopment Project Utilizing Tax Increment Financing”, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 788, including Ordinance and cover sheet thereof was prepared, a copy of such Ordinance was posted in the Warrensburg Village Hall, the Barclay Public Library, and Warrensburg Post Office, commencing July 5, 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 Village Administrative Clerk.

DATED at Warrensburg, Illinois this 5<sup>th</sup> day of July, 2023.



\_\_\_\_\_  
Village Administrative Clerk  
of Warrensburg, Illinois

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**  
**DEVELOPMENT OF NEW COFFEE SHOP**  
**121 COFFEE RUN, LLC**

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THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the VILLAGE OF WARRENSBURG, MACON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and 121 COFFEE RUN, LLC (hereinafter known as the "Developer").

**RECITALS**

- A. On December 20, 2014, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the "TIF Act"), the Mayor and Village Board of the Village (the "Corporate Authorities") approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area (also known as the "TIF District" or "TIF #1") and adopting the Warrensburg TIF Redevelopment Plan and Project (the "Redevelopment Plan" or "TIF Plan").
- B. The Developer has submitted a redevelopment proposal to the Village for the performance of a project for redevelopment and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the Village.
- C. The Corporate Authorities, after reviewing the redevelopment proposal submitted by the Developer and considering the benefits and impacts it will have on the Village, 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 Plans.

**COVENANTS AND AGREEMENTS**

**SECTION 1: The Redevelopment Project(s).** The Developer agrees, subject to the terms and conditions hereof, to undertake a redevelopment project located at approximately 622 E. Main Street in the Village of Warrensburg, Illinois (Macon County PIN(s): 08-06-14-204-027) (the "Property") which would cause for the development and construction of a new coffee shop (121 Coffee Run) (the "Redevelopment Project").

The Redevelopment Project includes, but is not limited to:

- a) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) Installation and/or connection of all necessary utilities such as water, sewer, and electrical services.
- c) Construction and installation of any all necessary infrastructure components such as entry's, exits, drive-thru's, and parking areas.
- d) Construction of a new building of approximately 2,184 square feet in size with approximately 20 parking spaces, to be used as the location of a 121 Coffee Run, including all necessary signage or other proposed or required facility components.
- e) Any and all other work which may be required or expected to be performed to the Property and building in order to prepare it for the proposed uses and in accordance with all federal, state, and local regulations of such a project.
- f) Any and all ADA compliant improvements, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the building(s) and property must be ready for occupation, open to the public, performance of the proposed services or activities, and be in compliance with all relevant building codes, ordinances, or other regulations.

The Developer agrees to have the Redevelopment Project substantially completed within 120 days of the execution of this agreement. An extension to this deadline may be granted with written approval from the Village, of which will not be unreasonably withheld.

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

The Developer agrees that the Redevelopment Project will include a minimum investment in the Property of at least **\$1,000,000.00** ("Required Minimum Investment") and that failure to make the Required Minimum Investment shall constitute a breach of contract, which will result in default of this agreement.

**SECTION 2: Incentive Payments.** Should the Developer comply with all the obligations in Section 1 and of this Agreement, The Village agrees to reimburse the Developer for certain costs incurred during the completion of the Redevelopment Project.

Pursuant to this agreement, the Village agrees to reimburse the Developer in the maximum amount of \$ **35,000.00**, (the "Reimbursement Amount") for Eligible Redevelopment Project Costs which are incurred during the performance of the Redevelopment Project, as determined and verified by the Village, in the Village's sole

discretion.

Disbursement of funds will be in the form of a one-time grant payment and will only be eligible for disbursement upon completion of the entire Redevelopment Project and submission of proper Request for Reimbursement, as verified and approved by the Village, in the Village's sole discretion,

Payment will be exclusively for costs paid and incurred in connection with the Redevelopment Project which are authorized to be reimbursed or paid from the Special Allocation Fund as provided in Section 5/11-74.4-3(q) of the TIF Act ("Eligible Redevelopment Project Costs"). It will be the obligation of the Developer produce and submit to the Village any and all Eligible Redevelopment Project Costs which they are requesting reimbursement for. Total payments to the Developer may not exceed an amount equal to 100 % of the total Eligible Redevelopment Project Costs approved and verified to have been incurred during the completion of the Redevelopment Project as determined in the discretion of the Village.

**SECTION 3: Requests for Payment.** The Developer agrees to submit Requests for Payment of the Reimbursement Amount in substantially the same form as set forth in Exhibit 1 ("Requests for Payment"). 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. It is the sole responsibility of the Developer to submit any all Requests for Payment at the time they believe all obligations of the Developer have been completed.

**SECTION 4: Approval of Requests.** The Village shall approve or disapprove any Requests for Payment within 30 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: Disbursement of Payment.** Within 60 days of approval of any Request for Payment, the Village shall pay the Developer for such approved Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District.

**SECTION 6: Payment Limited to Special Allocation Fund.** Notwithstanding any other term or provision of this Agreement, the Village's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District 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 payment or obligation identified herein.

**SECTION 7: Administration Fees.** The Developer agrees that all payment(s) received from the Village may be subject to the deduction of an "Administration Fee" 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 an amount equal to **10%** of any payment made to the Developer from the Village pursuant to this agreement, **not to exceed a total of \$1,000.00.** The Village may waive this fee at their discretion.

**SECTION 8: Default and Remedies** The Developer agrees that if any of the following events occur within ten (10) years after the disbursement of Incentive Payment(s) pursuant to this agreement (the "Effective Date"), the Developer may be considered to be in default of the Agreement, and the Village will have the right to recover from the Developer certain portions of the total payments granted from the Village to the Developer as part of this Agreement:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project.
- c) The buildings or Property is determined to have been destroyed, determined to be unfit for occupation or redevelopment, or otherwise unusable for public or private purposes.
- d) The property is sold or ownership is transferred without written consent from the Village. The Village agrees and promises that such consent will not be unreasonably withheld.
- e) The building/property is not being used for authorized or otherwise approved purposes.
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- g) The Property becomes exempt from the payment of property taxes, or the Developer protests or appeals the assessed value of the property.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof that at any time are not paid in full at the time they become due.
- i)

If a default occurs within five (5) years from the Effective Date, the Developer will return 100% to the Village. If a default occurs between five (5) years and eight (8) years from the

Effective Date, the Developer will return 75% to the Village. If a default occurs between eight (8) years and ten (10) years from the Effective Date, the Developer will return 50% to the Village.

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 Village 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.

**SECTION 9: Personal Guarantee.** It is expressly agreed that the managing members of the Developer shall be personally liable for all payments or obligations for payment to the Village which have resulted from default or breach of this agreement.

**SECTION 10: No Personal Liability.** All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the Village shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

**SECTION 11: Village Not Liable for Developer Obligations.** Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 11 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the Village.

**SECTION 12: Actions or Obligations of Developer.** The Developer agrees to indemnify, defend and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the Village, its Corporate Authorities, officials, agents, employees or independent contractors.

**SECTION 13: Provision Enforceability.** 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.

**SECTION 14: Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the Village. Any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer, including any with the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

**SECTION 15: No Joint Venture, Agency, or Partnership Created.** Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

**SECTION 16: Entire Agreement and Amendments.** 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.

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.

**SECTION 17: Force Majeure.** Neither the Village 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 Village in bad faith, and further provided that the party seeking an extension notifies the other party.

**IN WITNESS WHEREOF**, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**"VILLAGE"**

**VILLAGE OF WARRENSBURG, MACON COUNTY, ILLINOIS**

(SEAL)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Executive Office / Mayor

**"DEVELOPER"**

**121 COFFEE RUN, LLC**

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

Printed Name of Authorized Representative: \_\_\_\_\_

## APPENDIX A PROJECT LOCATION

|   |
|---|
| Address:                                  |
| 622 E. Main Street, Warrensburg, IL 62573 |
| Macon County PIN(s):                      |
| 08-06-14-204-027                          |
| TIF District:                             |
| Warrensburg TIF #1                        |

Project Location Map:



**EXHIBIT 1**  
**REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

**REQUEST FOR REIMBURSEMENT PAYMENT FORM**

TO: Village of Warrensburg  
Attn: TIF Administrator  
155 East Main Street  
P.O. Box 350  
Warrensburg, Illinois 62573

You are hereby requested and directed to make payment from the Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Request #: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

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> |
|--------------------------------------|--------------------------------------|---------------|
|                                      |                                      |               |
|                                      |                                      |               |
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|                                      |                                      |               |
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|                                      |                                      |               |
|                                      |                                      |               |
| <b><u>TOTAL COSTS SUBMITTED:</u></b> |                                      |               |

\*Please attach additional pages, spreadsheets, and other documents as necessary

\*\*All listed costs must be supported with proof of payment

**ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION PAGE**

**CERTIFICATION PAGE – REIMBURSEMENT PAYMENT REQUEST FORM**

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

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
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, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed 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 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.

Signed & Certified: \_\_\_\_\_

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

\_\_\_\_\_  
(Below This Line for Village Use Only)

VILLAGE OF WARRENSBURG, ILLINOIS

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

Approved Payment Amount: \$ \_\_\_\_\_

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

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