

**CITY OF MONTICELLO
PIATT COUNTY, ILLINOIS**

ORDINANCE NO. 2023-34

“AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTICELLO
AND JACKSON PROPERTY DEVELOPMENT, LLC, CONCERNING THE
PROPERTY LOCATED AT 200 W. WASHINGTON STREET, MONTICELLO,
ILLINOIS”

PASSED AND APPROVED BY THE

CITY COUNCIL

CITY OF MONTICELLO

THIS 26th DAY OF JUNE, 2023

Published in pamphlet form by authority of the City Council of the City of Monticello,
Piatt County, Illinois, this 27th day of June, 2023.

ORDINANCE NO. 2023-34

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF MONTICELLO AND JACKSON PROPERTY DEVELOPMENT, LLC, CONCERNING THE PROPERTY LOCATED AT 200 WEST WASHINGTON STREET, MONTICELLO, ILLINOIS

WHEREAS, the City of Monticello (“City”) is an Illinois municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970 and the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, on August 12, 2019, the City passed an ordinance approving a business district plan and designating a business district (“Business District”) in accordance with the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1, *et seq.*) (“Act”); and

WHEREAS, in accordance with the Act, on January 9, 2023, the City passed Ordinance 2023-04 approving a Redevelopment and Economic Incentive Agreement (“Agreement”) between the City and Jackson Property Development, LLC (“Developer”), to facilitate certain improvements (“Improvements”) concerning the property commonly known as 200 W. Washington Street, Monticello, Illinois, all as set forth in the Agreement; and

WHEREAS, the Agreement required the Developer to complete the Improvements by no later than June 30, 2023; and

WHEREAS, the Developer has asked for additional time to complete the Improvements due to unexpected delays relating to supplies, labor and weather; and

WHEREAS, the City and the Developer wish to amend the Agreement to provide the Developer additional time to complete the Improvements; and

WHEREAS, the City Council finds that amending the Agreement in accordance with this Ordinance's terms is in the City's best interests and will promote the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Monticello, Piatt County, Illinois, as follows:

Section 1. RECITALS. The foregoing recitals are incorporated as though fully set forth herein.

Section 2. FIRST AMENDMENT APPROVED. The City Council approves the First Amendment to the Redevelopment and Economic Incentive Agreement attached as Exhibit A ("First Amendment"), and the Mayor and City Clerk are authorized and directed to execute the First Amendment on the City's behalf.

Section 3. AUTHORITY. The City Administrator is authorized and directed to take all steps necessary to implement the First Amendment's terms.

Section 4. SUPERSEDER. In the event a conflict exists between the terms of this Ordinance and any other ordinance or resolution of the City, the terms of this Ordinance shall govern.

Section 5. SEVERABILITY. If any part, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the remaining sections, subsections, and clauses shall not be affected thereby.

Section 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, in accordance with law.

Passed by the City Council of the City of Monticello, Piatt County, this 26th day

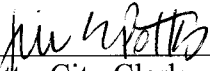
of June, 2023, by the following roll-call vote:

AYES: LIVELY, DINIZ, WOODHAM, REED, BURRIS, KOON, BROADRICK,
PEARCY

NAYS: NONE

ABSTAIN: NONE

ABSENT: VOGT, BROCK



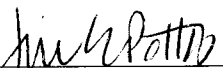
Jill Potts, City Clerk
City of Monticello, Piatt County, Illinois

Approved by the City of Monticello this 26th day of June, 2023.



Larry Stoner, Mayor

ATTEST:



Jill Potts, City Clerk
City of Monticello, Piatt County, Illinois

Exhibit A

First Amendment to Redevelopment and Economic Incentive Agreement

[Attached]

**FIRST AMENDMENT TO REDEVELOPMENT
AND ECONOMIC INCENTIVE AGREEMENT BY AND
BETWEEN THE CITY OF MONTICELLO AND JACKSON PROPERTY
DEVELOPMENT, LLC.**

(200 W. Washington Street

THIS FIRST AMENDMENT TO REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT (“*First Amendment*”) between the CITY OF MONTICELLO, an Illinois corporation with offices located at 210 N. Hamilton Street, Monticello, Illinois and JACKSON PROPERTY DEVELOPMENT, LLC, an Illinois corporation with offices located at 210 N. Hamilton Street, Monticello, Illinois (“*Recipient*”) (the City and Recipient are collectively referred to as “*Parties*” and sometimes individually as “*Party*”).

Signatures
needed on
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ECONOMIC INCENTIVE AGREEMENT, and is by and between the CITY OF MONTICELLO, an Illinois corporation with offices located at 210 N. Hamilton Street, Monticello, Illinois and JACKSON PROPERTY DEVELOPMENT, LLC, an Illinois corporation with offices located at 210 N. Hamilton Street, Monticello, Illinois.

RECITALS

A. On January 9, 2023, the City passed Ordinance Number 2023-02 approving a Redevelopment and Economic Incentive Agreement (“*Agreement*”) between the City and the Recipient concerning the property commonly known as 200 W. Washington Street, Monticello, Illinois (“*Property*”).

B. The Agreement contains terms governing the City’s support of certain improvements (“*Improvements*”) the Recipient plans to undertake at the Property, all as set forth in the Agreement.

C. The Recipient has asked the City for additional time to complete the Improvements due to unforeseen delays involving contractors, labor, materials and weather.

D. The City finds that it is in the Parties’ best interests to provide the Recipient additional time to complete the Improvements in accordance with the First Amendment’s terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated as though fully set forth in this Section 1.

2. **CAPITALIZED TERMS; CONFLICT.** Any capitalized term used herein, but not defined herein, shall have the meaning given to such term in the Agreement. In the event of any conflict between the terms and conditions hereof and those set forth in the Agreement, the terms of this First Amendment shall control.

3. **SECTION 4.A AMENDED.** The following changes are hereby made to Agreement Section 4.A (additions underlined and deletions noted with ~~strikethrough~~ text):

SECTION 4. DEFAULT; CLAWBACK; REMEDIES.

A. Failure to Complete. If the Recipient fails, for any reason whatsoever, to complete all of the following by September 30, 2023, June 30, 2023, this Agreement shall terminate immediately and without further action, and all of the Parties' rights and obligations shall become null and void, including, without limitation, the City's obligation to pay the Award to the Recipient: (1) complete the Improvements in accordance with this Agreement; (2) apply for and receive from the City a full and binding certificate of occupancy for the Improvements; and (3) obtain all City, state, and federal certificates, licenses, permissions, and approvals necessary to occupy Property for the purposes identified in the Application Documents.

4. MISCELLANEOUS. This First Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of City and Recipient. The terms and provisions of the Agreement not specifically modified by this First Amendment shall remain in full force and effect and shall not be construed to have been modified, waived, discharged or otherwise altered by this First Amendment. The terms and provisions of the Agreement are incorporated herein by reference as if fully stated herein. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. This First Amendment may be executed via e-mail or facsimile transmission and all PDF (or similar electronic format) or facsimile signatures shall be deemed originals for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

CITY OF MONTICELLO, an Illinois municipal corporation

By: Larry Stoner
Larry Stoner, Mayor

ATTEST:

By: Jill Potts
Jill Potts, Clerk

Dated: 6.27.2023

JACKSON PROPERTY DEVELOPMENT, LLC, an Illinois corporation

By: Matt Swing

Name: Matt Swing

Title: Member

Dated: 7/27/2023

ATTEST:

By: Jill Potts

Name: Jill Potts

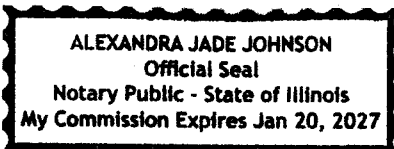
Title: City Clerk

Dated: 7/27/2023

STATE OF ILLINOIS ASJ)
Champaign) SS
COUNTY OF PIATT)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT Larry Stoner and Jill Potts**, the Mayor and City Clerk, respectively, of the **CITY OF MONTICELLO**, an Illinois municipal corporation, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of July, 2023.



Seal

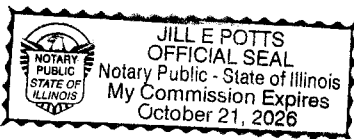
[Signature]
Signature of Notary

My Commission expires: Jan 20, 2027

STATE OF Illinois)
) SS
COUNTY OF Piatt)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT Matt Swing** of the Jackson Property Development, LLC, an Illinois corporation, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of July, 2023.



Seal

[Signature]
Signature of Notary

My Commission expires: 10/21/2026