

Ordinance No. 116-26

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, KANE AND COOK
COUNTIES, ILLINOIS, APPROVING AN ECONOMIC INCENTIVE AGREEMENT
(Trot-N-Tot Toys, Inc.)**

WHEREAS, the Village of East Dundee, Kane and Cook Counties, Illinois (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Trot-N-Tot Toys, Inc., an Illinois corporation d/b/a The Cubbyhole (the "Developer") has recently entered into a lease agreement with Plote Management, owner of certain property commonly known as 1090 Rock Road Lane, Units 1 and 2 in the Village (the "Premises"), in order to operate its factory where it manufactures wooden toys, games and custom furniture (the "Business"); and,

WHEREAS, the Developer has advised the Village that in order to prepare the Premises to operate the Business (the "Project"), it shall incur substantial costs and therefore has requested financial assistance from the Village; and,

WHEREAS, as a home rule municipality, the President and Board of Trustees of the Village (the "Corporate Authorities") are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the Village's corporate limits; and,

WHEREAS, the Corporate Authorities have determined that the economic development incentives requested by the Developer are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers, thereby providing for economic development, enhancing the tax base of the Village and other taxing districts, providing job opportunity and adding to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1. The Economic Incentive Agreement (Trot-N-Tot Toys, Inc.), attached hereto and made a part hereof, is hereby approved and the President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2. The President, Village Clerk and Administrator are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this 15th day of Aug, 2016, pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep. and President Miller

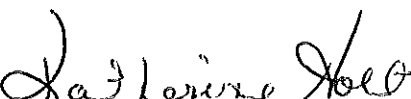
NAYS: Trustee Skillicorn

Present: Trustee Hall

ABSENT: Trustees Gorman and Wood

APPROVED this 15th day of Aug, 2016


Lael Miller, Village President

Attest: 
Katherine Holt, Village Clerk

**ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE, KANE AND COOK COUNTIES, ILLINOIS
AND TROT-N-TOT TOYS, INC.**

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this 15th day of August, 2016, by and between the Village of East Dundee, Kane and Cook Counties, Illinois, an Illinois municipal corporation (the “*Village*”), and Trot-N-Tot Toys, Inc., an Illinois corporation d/b/a The Cubbyhole (the “*Developer*”).

WITNESSETH:

WHEREAS, the Village is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Developer has recently entered into a lease agreement with Plote Management, owner of certain property commonly known as 1090 Rock Road Lane, Units 1 and 2 in the Village (the “*Premises*”), in order to operate its factory where it manufactures wooden toys, games and custom furniture (the “*Business*”); and,

WHEREAS, the Developer has advised the Village that in order to prepare the Premises to operate the Business (the “*Project*”), it shall incur substantial costs and therefore has requested financial assistance from the Village; and,

WHEREAS, as a home rule municipality, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the Village’s corporate limits; and,

WHEREAS, the Corporate Authorities have determined that the economic development incentives requested by the Developer are in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers, thereby providing for economic

development, enhancing the tax base of the Village and other taxing districts, providing job opportunity and adding to the welfare and prosperity of the Village and its inhabitants.

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

Section 1. Incorporation of Recitals. All of the recitals contained in the preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Developer's Obligations.

A. The Developer covenants and agrees that it has entered into a lease for the Premises for a period of three (3) years expiring May, 2019 (the "Lease Term") with an option to renew for an additional two (2) years.

B. The Developer covenants and agrees to operate the Business throughout the Lease Term and in the event the Business ceases to operate prior to the expiration of the Lease Term, the Developer agrees to repay the Village any and all amounts paid to it pursuant to the terms of this Agreement.

C. The Developer covenants and agrees to employ no less than fourteen (14) full-time employees throughout the term of this Agreement.

D. The Developer covenants and agrees that at all times it shall comply with all applicable zoning ordinances and regulations, building code, fire code and all other applicable Village ordinances, resolutions and regulations.

E. The Developer covenants and agrees to pay all fees, taxes, license fees, permit fees and any other assessment when due and owing to the Village, County of Kane and State of Illinois.

Section 3. Village's Obligations.

For and in consideration of the location of the Business at the Premises in the Village and the operation thereof in accordance with all applicable ordinances, laws and regulations and the terms of this Agreement, the Village agrees to pay to the Developer the sum of \$5,000 for the sole purpose of reimbursing the Developer for costs incurred in connection with the Project.

Section 4. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Village.

Section 5. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Trot-N-Tot Toys, Inc.
1090 Rock Road Lane
East Dundee, Illinois 60118

To the Village: Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118
Attn: Robert Skurla, Village Administrator

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Boulevard
Suite 964
Chicago, Illinois 60604

Section 6. Term. The term of this Agreement shall commence on the date of execution and terminate on December 31, 2019.

Section 7. Amendment. This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date in East Dundee, Illinois.

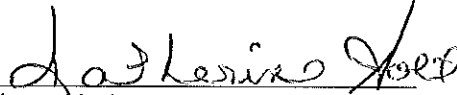
Village of East Dundee, Kane and Cook Counties,
an Illinois municipal corporation

By:



Village President

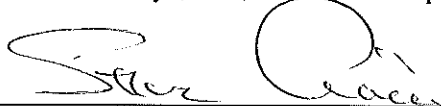
Attest:



Village Clerk

Trot-N-Tot Toys, Inc., an Illinois corporation

By:



President

Attest:



Secretary