

Ordinance No. 16-29

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 185 PENNY AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS**

**WHEREAS**, the Village of East Dundee, Cook and Kane Counties, Illinois (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**, pursuant to its powers as a home-rule municipality, and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 11-36, 11-37 and 11-38, respectively, adopted by the Corporate Authorities on August 1, 2011, approved a redevelopment plan and project for the Route 68 West TIF Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area (the “*Redevelopment Plan*”); designated the Redevelopment Project Area as a “redevelopment project area,” as that term is defined under the TIF Act; and adopted tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and,

**WHEREAS**, pursuant to the TIF Act and the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et seq.*, as from time to time amended (the “*BDD Act*”), on February 16, 2015, the Village entered into a Redevelopment Agreement (the “*Original Agreement*”), with MKM Hasselbring Family, LLC, an Illinois limited

liability company (the “Developer”), providing for the reimbursement of certain Redevelopment Project Costs, as defined in the Original Agreement, for improvements (the “Project”) made to the Developer’s property commonly known as 185 Penny Avenue, East Dundee, Illinois; and,

**WHEREAS**, the Developer has requested the Village to amend the Original Agreement to provide for reimbursement of 30% of the actual amount of Redevelopment Project Costs incurred by the Developer with said reimbursement being paid over a period of three (3) years commencing December 1, 2016; and,

**WHEREAS**, the Corporate Authorities have determined that it is in the best interests of the Village and the health, safety, morals and welfare of its residents and taxpayers and will be in furtherance of the Redevelopment Plan to grant the request of the Developer.

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

*Section 1.* That the First Amendment to the Redevelopment Agreement for the Redevelopment of 185 Penny Avenue, East Dundee, Cook and Kane Counties, Illinois, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

*Section 2.* That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.


*Passed* by the Village President and the Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, this 6<sup>th</sup> day of September, A.D. 2016, pursuant to a roll call vote, as follows:

**AYES:** Trustees Gorman, Lynam, Selep, Wood and Hall

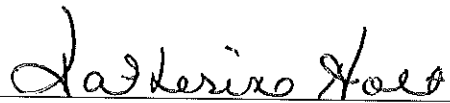
**NAYS:** Ø

ABSENT: Trustee Skillicorn and President Miller

APPROVED by me, as Village President of the Village of East Dundee, Cook and Kane  
Counties, Illinois, this 6<sup>th</sup> day of September, A.D. 2016.

  
\_\_\_\_\_  
Village President

Attest:

  
\_\_\_\_\_  
Village Clerk

**FIRST AMENDMENT TO THE  
REDEVELOPMENT AGREEMENT FOR THE REDEVELOPMENT OF 185 PENNY  
AVENUE, EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS**

**THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT** (the “*Original Agreement*”), by and between the Village of East Dundee, Cook and Kane Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and MKM Hasselbring Family, LLC, an Illinois limited liability company (the “*Developer*”), dated this 10<sup>th</sup> day of September, 2016.

**PREAMBLES**

**WHEREAS**, pursuant to its powers as a home rule municipality, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the “*TIF Act*”) and Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1 *et seq.*) (the “*BDD Act*”), on February 16, 2015, the Village entered into the Original Agreement with the Developer providing for reimbursement of certain Redevelopment Project Costs, as defined in the Original Agreement for improvements (the “*Project*”), made to the Developer’s property commonly known as 185 Penny Avenue, East Dundee, Illinois (the “*Subject Property*”); and,

**WHEREAS**, the Developer has requested the Village to amend the Original Agreement to provide for reimbursement of thirty percent (30%) of the actual amount of Redevelopment Project Costs incurred by the Developer with said reimbursement being paid over a period of three (3) years commencing November 1, 2016; and,

**WHEREAS**, the Village is prepared to grant the request of the Developer as hereinafter set forth.

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

*Section 1. Incorporation of Recitals.* The recitals contained in the Preambles to this First Amendment to the Redevelopment Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

*Section 2.* The Term of the Original Agreement as set forth in Section 2 of the Original Agreement is hereby amended to read as follows:

“*Section 2. Term.* Unless earlier terminated pursuant to Section 11 hereof, the Term of this Agreement shall commence on the date of execution and terminate on the payment to the Developer of thirty percent (30%) of the actual Redevelopment Project Costs of \$47,813.55.”

Section 3. Section 4 of the Original Agreement is hereby amended to delete the entire Section 4 and replace it with the following:

*“Section 4. Developer Payments.*

(a) In consideration of the construction of the Project and the redevelopment by the Developer of the Subject Property in accordance with the terms of the Original Agreement and this First Amendment, so long as no event described in Section 11 thereof shall have occurred and be continuing, and the Developer has satisfied all of its obligations under Section 3 hereof, the Village shall reimburse the Developer for certain costs to be incurred by the Developer for the Project as itemized on *Exhibit B* (the “*Redevelopment Project Costs*”) subject to the limitations and authorization of the BDD Act, the TIF Act and this Agreement. The aggregate payments to the Developer shall be thirty percent (30%) of the total Redevelopment Project Costs or \$47,813.55.00. For purposes of this First Amendment and the Original Agreement, “Redevelopment Project Costs” shall mean and include all costs defined as “business district project costs” in Section 11-74.3-5 of the BDD Act as from time to time amended and “redevelopment project costs” as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended.

(b) The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this First Amendment and the Original Agreement are subject to the BDD Act and the TIF Act, all amendments to the BDD Act and the TIF Act both before and after the date here, and administrative rules and judicial interpretations of such Acts rendered during the term of this First Amendment and the Original Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

(c) Reimbursement of Redevelopment Project Costs shall be made as follows:

- \$17,575.50 payable December 1, 2016
- \$17,515.50 payable December 1, 2017
- \$12,662.55 payable December 1, 2018

THE VILLAGE’S OBLIGATION TO REIMBURSE THE DEVELOPER PURSUANT TO THE ORIGINAL AGREEMENT AND THIS FIRST AMENDMENT IS A LIMITED OBLIGATION PAYABLE FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND (the “*STAF*”) ESTABLISHED BY THE VILLAGE PURSUANT TO ORDINANCE NO. 11-38 FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE OR AT THE SOLE OPTION OF THE VILLAGE, FROM TAXES AVAILABLE TO IT PURSUANT TO THE BDD ACT. As used in the Original Agreement and this First Amendment, “Incremental Taxes” shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Redevelopment Project Area.

*Section 5.* All references to \$35,515.00 in the Original Agreement are hereby replaced with \$47,813.55.

*Section 6.* All sections of the Original Agreement other than those sections amended as hereinabove provided remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

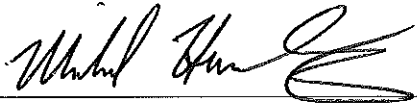
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at East Dundee, Illinois.

VILLAGE OF EAST DUNDEE, ILLINOIS,  
an Illinois municipal corporation

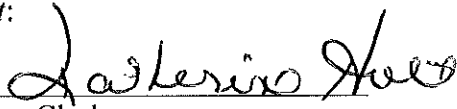
MKM HASSELBRING FAMILY, LLC,  
an Illinois limited liability company



\_\_\_\_\_  
President

By   
Its \_\_\_\_\_

*Attest:*



\_\_\_\_\_  
Village Clerk