

ORDINANCE NUMBER 02 - 07

AN ORDINANCE PROPOSING APPROVAL OF A REDEVELOPMENT AGREEMENT, FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT, AND SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE PRAIRIE LAKES REDEVELOPMENT PROJECT AREA.

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*"), the President and Board of Trustees (the "*Corporate Authorities*") of the Village of East Dundee, Kane County, Illinois (the "*Municipality*"), have heretofore determined and do hereby determine that it is advisable and in the best interests of the Municipality and certain affected taxing districts that the Municipality approve a proposed redevelopment plan (the "*Redevelopment Plan*") and project (the "*Project*") for and designate a proposed redevelopment project area to be known as the Prairie Lakes Redevelopment Project Area (the "*Redevelopment Project Area*") and that the Municipality adopt tax increment allocation financing for the proposed Redevelopment Project Area and pursuant thereto adopted Ordinance No. 00-09 on May 15, 2000; and

WHEREAS, on October 2, 2000, the Corporate Authorities adopted Ordinance No. 00-22 approving the Prairie Lakes Redevelopment Plan and Project, Ordinance No. 00-23 designating the Prairie Lakes Redevelopment Project Area, and Ordinance No. 00-24 adopting Tax Increment Financing in connection with the designation of the Prairie Lakes Redevelopment Project Area; and

WHEREAS, the corporate authorities have negotiated various agreements with the project developer variously entitled Redevelopment Agreement, First Amendment to Redevelopment Agreement and Second Amendment to Redevelopment Agreement which it now desires to adopt by Ordinance pursuant to the TIF Act.

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 One. Pursuant to the provisions of the TIF Act, the Village of East Dundee hereby adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a Development Agreement, First Amendment to the Development Agreement and Second Amendment to the Development Agreement for the Prairie Lakes Redevelopment Project Area, a copy of which Agreements are attached hereto as exhibits.

Section Two. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section Three. Repeal. All ordinances, resolutions, motions, or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. That a full, true and complete copy of this Ordinance shall be published after passage in pamphlet form by authority of the Board.

Adopted this 17th day of June, 2002, pursuant to a roll call vote as follows:

AYES: Scala, Zaeske, Arnore, Ruffalo, Bartels, Schock.

NAYES: None.

ABSENT: None.

Approved by me this 17th day of June, 2002.

Roger Wahrens
ROGER WAHRENS, President

Published in pamphlet form this 19th day of June, 2002, under the authority of the President and Board of Trustees.

ATTEST:

Jane E. Theis
JANE THEIS, Village Clerk

Recorded in the Village Records on June 19th, 2002.

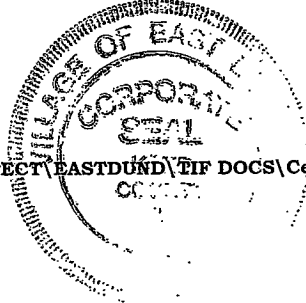
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I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of East Dundee, Kane and Cook Counties, Illinois (the "Village"), and as such official, I do further certify as follows:

- A. On the 17th day of June, 2002, the President and Board of Trustees of the Village (the "Corporate Authorities") adopted an Ordinance (the "Ordinance") Authorizing the Execution of a Redevelopment Agreement, First Amendment to Redevelopment Agreement, and Second Amendment to Redevelopment in connection with the approval of a redevelopment plan and project (the "Project") for and the designation of a redevelopment project area (the "Area") known as the Prairie Lakes Redevelopment Project Area (the "Area") pursuant to the Tax Increment Allocation Redevelopment Act, as amended, Division 74.4 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.4-1 through 11-74.4-11) (the "Act").
- B. Attached hereto as Exhibit "A" is a true, correct, and complete copy of the Ordinance described in the foregoing paragraph A, together with an extract of minutes evidencing adoption thereof.
- C. Attached hereto as Exhibit "B" is a true, correct, and complete copy of said Redevelopment Agreement, First Amendment to Redevelopment Agreement, and Second Amendment to Redevelopment Agreement as approved, respectively.

IN WITNESS WHEREOF, I hereunder affix my official signature and the seal of the Village this 17th day of June, 2002.



Jane E. Theis

JANE THEIS, Village Clerk

2001K023825

2001 MAR 19 PM 3:15

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Sandy Wayman
RECORDER

REDEVELOPMENT AGREEMENT

480128-MA

The Village of East Dundee, an Illinois municipal corporation (herein the "Village") 120 Barrington Ave., East Dundee, Illinois 60118 and Prairie Lakes Industrial Park, Inc., (herein the "Developer"), 1550 Todd Farm Drive, Elgin, Illinois 60123 (and collectively herein the "Parties"), enter into this Agreement (herein the "Agreement") on this 16 day of JANUARY, 2001.

RECITALS:

WHEREAS, the Village is located in Kane and Cook Counties, Illinois; is organized and exists pursuant to the Illinois statutes; and has authority to enter into this agreement under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/74.4-1, et seq.) (herein the "TIF Act"), and specifically Section 11-74.4-4(c); and

WHEREAS, the Village includes within its corporate limits the property described on Exhibit "A" hereto and known as the Prairie Lakes Subdivision (the "Property"); and

WHEREAS, the Developer is the owner and developer of the Property; and

WHEREAS, the Village has, pursuant to said TIF Act adopted to following ordinances creating the Prairie Lakes Redevelopment Project Area:

- (a) Ordinance Number 00-22, Approving the Prairie Lakes Redevelopment Plan (herein the "Redevelopment Plan"); and
- (b) Ordinance Number 00-23, Designating the Prairie Lakes Redevelopment Project Area (herein the "Project Area"); and
- (c) Ordinance Number 00-24, Adopting Tax Increment Financing for the Prairie Lakes Redevelopment Project Area.

WHEREAS, in order to further its community development goals and the Tax Increment Plan objectives, the Village has considered proposals for the development of the Property for industrial purposes; and

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2001K023825

Aug 26.00



CHICAGO TITLE INSURANCE CO.
Kane County Office
Geneva, Illinois 60134
Phone 222-2780

WHEREAS, Developer has submitted to the Village a proposal for the redevelopment of the Property providing for an industrial park development as described in the Prairie Lakes Redevelopment Plan; and

WHEREAS, the Developer has determined to undertake certain public improvements which benefit the Project Area; and

WHEREAS, the Village and Developer are desirous of entering into this Agreement, all as more fully hereinafter set forth.

NOW, THEREFORE, in consideration of the preceding recitals, the truth and sufficiency of which the parties hereby acknowledge, the Village and Developer agree as follows:

Article 1. GENERAL REDEVELOPMENT PLAN:

1.01 Recitals. The Recitals set forth hereinabove setting forth background, facts and basic reasons for this Agreement are incorporated herein and constitute agreements between the Village and the developer as if fully set forth in the body hereof.

1.02 Redevelopment to Industrial Park. The Developer will redevelop an existing gravel quarry within the Project Area as an industrial park in conformance with the Prairie Lakes Redevelopment Plan. Developer agrees that such industrial park will be completed at its cost in conformance with the Final Engineering for the Prairie Lakes Subdivision as approved by the Village.

1.03. Contribution of Subdivision Improvements. Developer shall promptly commence construction following the execution of this Agreement of the subdivision improvements as set forth in the Final Engineering Plans (herein the "Subdivision Improvements") for the Prairie Lakes Subdivision, all at Developer's sole cost.

1.04 Construction of Redevelopment Plan Improvements. The Village has developed a plan to finance certain public improvements identified in Exhibit "B" (the "Redevelopment Plan Improvements") necessary to provide municipal utility services to the Property in the Project Area. The Developer, under such plan, shall construct such Redevelopment Plan Improvements, and shall have the right to be reimbursed for the costs of such improvements as set forth in Article 2 below.

Such reimbursable costs shall include: (a) the construction of the Redevelopment Plan Improvements; and (b) the reasonable cost(s) of engineering, administration, third party inspections and review, interest carry costs, permits, fees, and legal expenses of constructing the Redevelopment Plan Improvements incurred by both the Developer and the Village and the costs set forth in Section 4.07.

1.05 Village Design of Redevelopment Plan Improvements. The Village Engineer shall be responsible for the preparation of all final engineering plans for such Redevelopment Plan Improvements, including but not limited to sewer mains, vaults and ancillary structures; water mains, vaults, valves, hydrants and ancillary structures; an elevated water storage tank, well, pumps, controls and related devices and such other public improvements as contemplated within the Prairie Lakes Redevelopment Plan. The Developer shall advance such costs and expenses and receive reimbursement as provided in Article 2 below.

1.06 Completion of Subdivision Improvements. Developer shall design and construct, at its sole cost and expense all on-site Subdivision Improvements required under the Village subdivision ordinance which are not specifically identified herein as Redevelopment Plan Improvements. The redevelopment of the Property shall be deemed completed when Developer has completed all required Subdivision Improvements and Redevelopment Plan Improvements and they have been approved or, if to be dedicated to the public, are accepted by the Village.

1.07 Donation to Dundee Township Park District. The Developer agrees to donate to the Dundee Township Park District (the "Park District") the sum of \$75,000 in two installments of \$10,000 and \$65,000 to defray the cost of irrigation system improvements to be undertaken by such public body. The first installment of \$10,000 is for the purpose of reimbursing the Park District for costs of engineering and testing a new well. If, and only if it is determined by the Park District that an irrigation system well is feasible, then the Developer shall contribute \$65,000 toward such expense to the Park District. Such improvements are necessitated by the removal of the Park District's irrigation system from the Village's public water supply system.

1.08 Sale of Lot 20 to the Village. The Developer agrees to sell Lot 20 of the Prairie Lakes Subdivision to the Village for the sum of \$115,000.00, with closing to occur within 90 days of the sale of the TIF Bonds described in 2.02 below. Said lot shall be for the purpose of construction by the Village as set forth in 1.09 below of an elevated water storage tank. In the event the Developer is not required to

make any of the payments in Section 1.07 above, the Village shall be given a reduction in the price of Lot 20 in the amount Developer is released from such payment obligation.

1.09 Village Construction of Water Tower. The Village shall undertake the design and construction of a 500,000 gallon elevated water storage tank (the "Elevated Water Storage Tank") of the waterspheroid type, upon the sale of the TIF Bonds described in 2.02 below and the conveyance of the Lot described in 1.08 above.

Article 2. TIF ACT FINANCING:

2.01 Village Issuance of TIF Bonds. The Village agrees that it will issue bonds as provided in the TIF Act (herein "TIF Bonds") for the purposes and the amounts set forth herein. TIF Bonds shall be issued from time to time by the Village in sufficient amounts to finance or reimburse the following costs and in the following order of payment priority: (a) first, to finance the design and construction of the Elevated Water Storage Tank, (b) then, to reimburse Developer for the actual costs of constructing the Redevelopment Plan Improvements, including all ancillary engineering, professional, administrative, interest carry and legal costs as set forth in Exhibit "B" (the "Developer Reimbursement") including costs set forth in Section 4.07 below, and (c) for such other purposes as may be permitted under the TIF Act and the Redevelopment Plan.

2.02 First TIF Bonds to Finance the Elevated Water Storage Tank. The parties agree that the first TIF Bonds to be issued by the Village shall be for purposes of financing the Elevated Water Storage Tank, which is an estimated construction cost set forth in Exhibit "C." The Parties acknowledge that such TIF Bonds cannot be issued until sufficient taxable improvements have been constructed on the Property to create a tax increment, as provided in the TIF Act, to service and retire such TIF Bonds. The Village shall issue TIF Bonds, in the amount necessary to finance the Elevated Water Storage Tank and all associated costs, including land acquisition as described in Section 1.08 above, on the earlier of (a) the date when, in the opinion of its bond counsel and financial advisor, sufficient tax increment has been created and may be levied by Kane County, or (b) February 1, 2002. In the event sufficient increment is not available by February 1, 2002, to support the issuance of TIF Bonds to finance the Elevated Water Storage Tank, the Developer shall provide guarantees as may be sufficient, in the sole opinion of such bond underwriter and bond counsel as may be selected

by the Village, to give commercially reasonable assurance for the payment of such TIF Bond principal and interest.

2.03 Subsequent TIF Bond Issuance. After financing has been secured as described in 2.02 above, as part of the same or subsequent bond issue, the Village will issue TIF Bonds in an amount equal to the Developer Reimbursement. Nothing in this Agreement shall impede the Village from undertaking the design and construction of any improvement contemplated under the Redevelopment Plan and financing such improvements with TIF Bonds or other financing permitted either under the TIF Act or by statute.

In order to facilitate the creation of tax increment to support the TIF Bonds, the Developer agrees to consent to such action as may be necessary or appropriate to cause the reassessment of the improved lots in the Project Area. This undertaking, however, is not a commitment that such reassessment will, in fact, take place prior to the conveyance of such lots to third party grantees.

Article 3. DEVELOPER COVENANTS:

3.01 Representations and Covenants of the Developer. The Developer represents and agrees as follows:

- (a) Developer will construct the Subdivision Improvements and Redevelopment Plan Improvements.
- (b) Developer will defend, indemnify and hold the Village harmless for all losses, claims, liabilities, expenses and costs arising from damages to property or injuries to persons occurring in connection with the making of the such improvements, except to the extent such damage or injury is caused by the negligence of the Village. This undertaking shall be limited to those improvements caused to be constructed by the Developer.
- (c) Developer will advertise, promote and actively engage in the marketing and sale of the Property.

Article 4. MISCELLANEOUS PROVISIONS:

4.01 Obtaining Permits and Approvals. The Village shall be responsible and shall undertake whatever actions are necessary to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state or local, with jurisdiction over any aspect or part of the project, extending to any public and private utility companies.

4.02 Village Cooperation. The Village shall actively support and assist the Developer with respect to the Developer's endeavors to obtain required permits and approvals from all other governmental or quasi-governmental agencies or boards, whether federal, state or local, with jurisdiction over any aspect or part of the development of the Property, which support and assistance shall also extend to any public and private utility companies.

4.03 Assessment of Redevelopment Site. The Village and the Developer agree that the Project Area and the Property should be assessed for general real estate taxes in the manner provided by Illinois Compiled Statutes as they may be amended from time to time. This provision shall not be deemed to prevent Developer from appealing or challenging assessments against the redevelopment project or the Property which he considers to be contrary to law. The Developer agrees that as long as any TIF Bonds are outstanding no person affiliated with Developer nor any grantee of Developer shall do any of the following:

- A. Seek to reduce the equalized assessed valuation of any lot in the Prairie Lakes Subdivision below the value established during the tax year for which TIF Bonds are issued.
- B. Request a full or partial exemption from general real estate taxes; or
- C. Request an assessment at a value not otherwise permitted by law.

4.04 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertaking, oral or written, between the Village and Developer other than as set forth herein. Except as otherwise expressly provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless made in writing, and signed by them.

4.05 No Partnership. The Village does not, in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Developer.

4.06 Captions and Paragraph Numbers. This Agreement shall be construed without reference to titles of articles, and/or paragraph headings, which are inserted only for convenience.

4.07 Additional Costs. In addition to the costs of improvements provided for herein the Developer shall be responsible for the Village's reasonable costs of engineering, administrative costs, third party inspections or review, performance bonds, permits, fees, and legal expenses relating to the Redevelopment Plan Improvements.

4.08 Compliance with Laws and Ordinances. The Developer shall comply with all federal and state laws and Village ordinances in completing the improvements provided for herein.

4.09 Contingency for Completion of Redevelopment Plan. This contract and all of the Village's obligations hereunder are expressly contingent upon the completion by the Developer of the Redevelopment Plan Improvements on or before December 31, 2002. In the event the Redevelopment Plan Improvements are not so completed, the obligation of the Village to issue bonds pursuant to the TIF Act as described in 2.03 above shall be null and void .

4.10 Default. The Village and the Developer agree that, in the event of a default by either party the other party shall, prior to taking any such action as may be available to it, provide written notice to the defaulting party stating that they are giving the defaulted party 30 days within which to cure such default. If the default shall not be cured within the 30-day period aforesaid, then the party giving such notice shall be permitted to avail itself of remedies to which it may be entitled under this Agreement.

4.11 Time. Time is of the essence of this contract.

4.12 Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses appearing above. The mailing of a notice by registered or certified mail, return receipt requested, or personal delivery by courier service shall be sufficient service.

4.13 Interpretation. This contract shall be construed, and the rights and obligations of the Village and Developer hereunder, shall be determined in accordance with the laws of the State of Illinois without reference to its conflict of laws rules.

4.14 Failure to Enforce Provisions. The failure by a party to enforce any provision of this agreement against the other party shall not be deemed a waiver of the right to do so thereafter.

4.15 Joint and Collective Work Product. This agreement is and shall be deemed and construed to be a joint and collective work product of the Village and the Developer, and, as such, this agreement shall not be construed against the other Party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, and the terms or provisions contained herein.

4.16 Assignment. This agreement shall be binding on the Parties hereto and their respective successors and permitted assigns. This agreement and the obligations hereunder may not be assigned without the express written consent of each of the Parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 16 day of January, 2001.

VILLAGE OF EAST DUNDEE,
an Illinois municipal corporation

By: Jill Yucuis
Title: JILL YUCUIS, Village President

ATTEST:

By: Jane E. Theis
Title: JANE THEIS, Village Clerk

**PRAIRIE LAKES INDUSTRIAL
PARK, Inc.,** an Illinois corporation

By: [Signature]
Title: [Signature]

ATTEST:

By: [Signature]
Title: [Signature]

EXHIBIT A

Prairie Lakes Subdivision
Legal Description

Unofficial

EXHIBIT "A"

Lots 1 - 22 in the Prairie Lake Industrial Park, being that part of the Southeast Quarter of Section 13 and part of the Northeast Quarter of Section 24, all in Township 42 North, Range 8, East of the Third Principal Meridian, in the Village of East Dundee, Kane County, Illinois.

ADDRESS: VACANT LAND, PRAIRIE LAKE INDUSTRIAL PARK
EAST DUNDEE, ILLINOIS 60118

P. I. N. 03-13-476-001
03-24-226-002

Unofficial

POOR ORIGINAL
Recorder Not Responsible
For Reproductions

EXHIBIT B

Prairie Lakes Redevelopment Plan
Estimated Costs

Developer Redevelopment Plan Costs:

Off Site Sewer Main	594,000.00
Off Site Water Main	561,000.00
Sanitary Sewer Lift Station	172,000.00
Widening Rt. 68	344,000.00
Consulting Fees	30,875.00
Engineering Fees	<u>30,106.00</u>

TOTAL: \$1,731,981.00

Unofficial Copy

EXHIBIT "C"

**ELEVATED WATER STORAGE TANK
ESTIMATED COST:**

\$1,223,000.00

Unofficial

REPORT & MAIL TO
JAMIE BOWDEN
Village of EAST
Dundee
110 Barrington
Avenue

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EAST Dundee, IL

60118

2001K023825

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