

Village of East Dundee
PRESIDENT AND BOARD OF TRUSTEES
Committee of the Whole
Monday, October 13, 2014
06:00 PM

Call to Order

Roll Call

Public Comment: Agenda items only - Please keep comments to 5 minutes or less

Old Business

A. Police Station Bids

New Business

[A. 220 N. River Street: Rakow Building \(Gorman\)](#)

[B. Santa's Village TIF Assistance Request for Polar Dome Repairs](#)

[C. Resolution of the Village of East Dundee, Illinois, Accepting a Plat of Easement for Utility Purposes \(Part of Lots 5 and 6 in Block 2 of Edward's Addition – Third Street\)](#)

[D. Amendment to Village Bidding Ordinance](#)

E. North Gate Manor Unit 2 Stormwater

F. Signage and Code Enforcement (Gorman)

Public Comment - Please keep comments to 5 minutes or less

Executive Session

Recess to Executive Session Executive Session, closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (2) (21), Discussion of Minutes, (C) (6), Pending Litigation, 2 (C) (1), Personnel and 2 (C) (5) Acquisition of Property.

Adjournment



STOP

N RIVER ST

220

PRIVATE PARKING
Not for Residents
ONLY

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING
A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF EAST DUNDEE AND SV (EAST DUNDEE), LLC**

WHEREAS, the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of East Dundee, Cook and Kane Counties, Illinois (the “*Village*”), on September 16, 2006, pursuant to Ordinance Nos. 06-40, 06-41 and 06-42, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Route 25 Tax Increment Redevelopment Project Area (the “*Redevelopment Project Area*”), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Redevelopment Project Area, pursuant to the *Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1 *et seq.*, (the “*TIF Act*”); and,

WHEREAS, pursuant to the Business District Development and Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.3-1 *et seq.*, as from time to time amended (the “*BDD Act*”) the Corporate Authorities are empowered to undertake the development and redevelopment of business districts within its municipal limits which are in need of revitalization if such business districts are deemed to be “blighted,” as defined in the BDD Act; and,

WHEREAS, pursuant to the BDD Act, on September 28, 2009, the Corporate Authorities, after public hearings, passed Ordinance No. 09-30 designating the Route 25 and Route 72 Business District, as amended by Ordinance 11-19 passed on April 11, 2011 (the “*BD District*”) to include the certain commercial district as described therein and imposed a retailers occupation tax and service occupation tax in the amount of one-half of one percent (1/2%) on all commercial operations within the boundaries of this commercial district to pay costs incurred in

connection with the planning, execution and implementation of the Route 25 and Route 72 Development Plan, as amended (the “*BD Plan*”); and,

WHEREAS, the Village has been informed by SV (East Dundee) LLC (the “*Developer*”), that the Developer intends to develop certain property included within the Redevelopment Project Area and the BD District, as amended (“*Subject Property*”), being the former site of the Santa’s Village Amusement Park, into a premiere family entertainment center to be known as “Santa’s Village Expo” (the “*Project*”) and the ability to undertake the Project on the Subject Property may require financial assistance from the Village for certain improvements that would be incurred in connection with the Project, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act and which costs would be in furtherance of the implementation of the BD Plan for the BDD District; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance as hereinafter set forth and the redevelopment by the Developer of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add 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, Cook and Kane Counties, Illinois, as follows:

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. The Redevelopment Agreement By and Between the Village of East Dundee, Illinois and SV (East Dundee), LLC (Santa’s Village Expo) in the form attached hereto and made a part hereof is hereby approved and the Village President and Village Clerk are hereby

authorized to execute and the Village Administrator is hereby authorized to undertake any action required to implement its terms.

ADOPTED this ____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2014.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2014

**FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, ILLINOIS AND SV (EAST DUNDEE), LLC
(*Santa's Village Expo*)**

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT dated June 7, 2011 (the "*Original Agreement*"), by and between the Village of East Dundee, Illinois, an Illinois municipal corporation (the "*Village*") and SV (East Dundee) LLC (the "*Developer*") is entered into this ____ day of October, 2013.

PREAMBLES

WHEREAS, pursuant to the Original Agreement, the Developer agreed to redevelop certain property legally described therein, said property being the former site of Santa's Village Amusement Park (the "*Subject Property*"), into a premiere family entertainment center to be known as Santa's Village Expo; and,

WHEREAS, pursuant to the Original Agreement, the Village agreed to reimburse the Developer for certain improvements to the Subject Property as hereinafter set forth, so long as such improvements constituted "Redevelopment Project Costs" under the Tax Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the "*TIF Act*") or "Business District Project Costs" under the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1 *et seq.* (the "*BDD Act*"); and,

WHEREAS, so long as no notice of an event of default has been issued or an event of default declared under the Original Agreement, the Village agreed to reimburse the Developer for improvements to the parking lot of the Subject Property in an amount not to exceed \$100,000; the lesser of fifty percent (50%) of the cost of retrofitting the signage or \$100,000; and \$500.00 each year commencing 2016 for additional eligible project costs under the TIF Act or

the BDD Act on the condition that the aggregate payments to the Developer shall in no event exceed \$207,000; and,

WHEREAS, after further consideration by the Village regarding its obligation to fifty percent (50%) of the cost to retrofit the signage serving the Subject Property, the Village determined it to be in its best interest to induce the Developer to undertake improvements which increase the total value of the Subject Property and therefore now desires to reimburse the Developer for fifty percent (50%) of redevelopment project costs other than signage to the extent such costs qualify under the TIF Act and/or the BDD Act as project costs, said reimbursement to be in accordance with the terms and conditions as hereinafter provided in an amount not to exceed \$100,000.

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 Parties agree that all of the recitals contained in the Preambles to this 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. Acknowledgment of Payments as of the Date Hereof.

The Developer hereby acknowledges that the Village has reimbursed the Developer the sum of \$100,000 for costs incurred in connection with the parking lot improvements at the Subject Property, which improvements have been completed in accordance with Village requirements.

Section 3. Alternative Project Costs.

Section 3(d) of the Original Agreement is hereby amended to delete the obligation of the Village to reimburse the Developer for the lessor of fifty percent (50%) of the cost of retrofitting the signage serving the Subject Property or \$100,000; and, in lieu thereof, hereby agrees to reimburse the Developer for fifty percent (50%) of the costs incurred in connection with the redevelopment of the Subject Property to the extent such costs are eligible redevelopment project costs under the TIF Act and the BDD Act or \$100,000.

Section 4. Annual Reimbursement.

The Village confirms its obligation to annually reimburse the Developer an amount not to exceed \$500.00 for eligible projects costs to the extent such costs are eligible under the TIF Act and/or the BDD Act commencing May 1, 2016 and each May 1 thereafter during the term of the Original Agreement.

Section 5. Maximum Reimbursement.

Notwithstanding any of the obligations of the Village to reimburse the Developer for costs incurred to redevelop the Subject Property, in no event shall the aggregate of all of such reimbursements to the Developer by the Village exceed \$207,000.

Section 6. Affirmation of Original Agreement.

All other terms of the Original Agreement not in conflict with the terms hereof are hereby affirmed as if restated herein.

Section 7. 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 at East Dundee, Illinois.

Village of East Dundee, an Illinois municipal corporation

By: _____
President

Attest:

Village Clerk

SV (East Dundee) LLC

By: _____

Resolution No. _____

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, ILLINOIS, ACCEPTING
A PLAT OF EASEMENT FOR UTILITY PURPOSES**

(Part of Lots 5 and 6 in Block 2 of Edward’s Addition – Third Street)

WHEREAS, the Village of East Dundee (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, the President and Board of Trustees of the Village have reviewed the attached Plat of Easement and find that its acceptance is in the best interest of the Village; and,

WHEREAS, the Village has the authority to accept statutory dedications of property pursuant to the Plat Act (765 ILCS 205/0.01 et seq.).

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

Section 1: The above recitals are incorporated and made a part of this Resolution.

Section 2: That the Village President and Village Clerk be and are hereby authorized to accept on behalf of the Village the Plat of Easement for utility easement purposes dated September 30, 2014 and prepared by Gerald L. Heinz & Associates, Inc., a copy of which is attached hereto and made a part hereof by reference.

Section 3: That the Village Clerk shall record this Resolution and the attached Plat of Easement in the Office of the Kane County Recorder.

Section 4: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed this _____ day of _____, 2014.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2014.

Village President

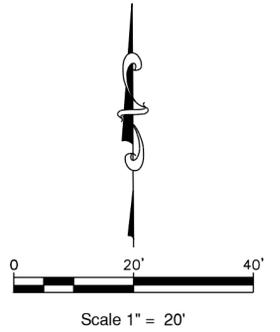
Attest:

Village Clerk

PLAT OF EASEMENT

PROPERTY DESCRIBED AS:
 LOTS 5 AND 6 IN BLOCK 2 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

PROPOSED EASEMENT DESCRIBED AS:
 THAT PART OF LOTS 5 AND 6 IN BLOCK 2 OF EDWARD'S ADDITION TO THE VILLAGE OF EAST DUNDEE, BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 6, FOR A DISTANCE OF 7.5 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 6, FOR A DISTANCE OF 15.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 5 AND 6, FOR A DISTANCE OF 15.0 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 5, FOR A DISTANCE OF 15.0 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LOT 5; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5, FOR A DISTANCE OF 7.5 FEET, TO THE POINT OF BEGINNING, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.



CERTIFICATE OF EASEMENT APPROVAL

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.

THIS PLAT OF EASEMENT HAS BEEN APPROVED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, ILLINOIS AT A MEETING HELD ON THIS ___ DAY OF _____, A.D., 20__.

 VILLAGE PRESIDENT

 VILLAGE CLERK

KANE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS, ON THE ___ DAY OF _____, A.D., 20__ AT ___ O'CLOCK, __.M.

 COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.

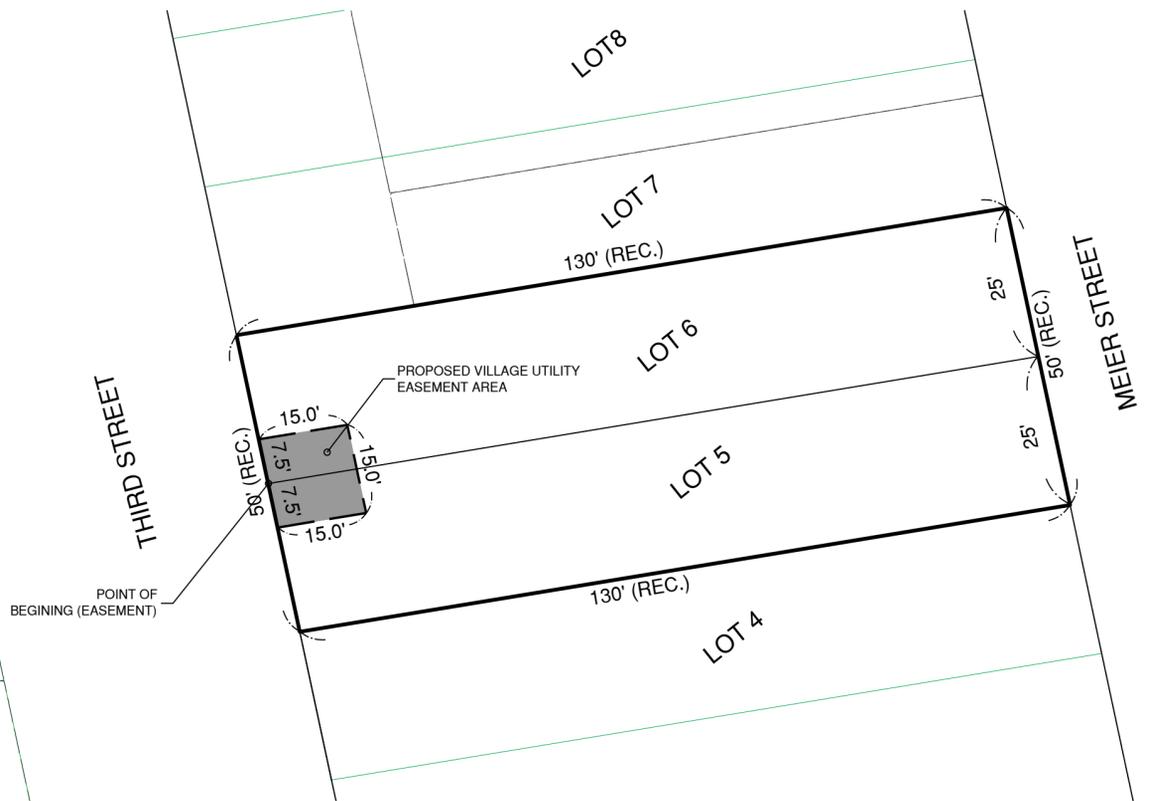
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED ON THIS PLAT OF EASEMENT, AND HAS CAUSED THE SAME TO BE SURVEYED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR A VILLAGE OF EAST DUNDEE UTILITY EASEMENT; ACCORDING TO THE EASEMENT PROVISIONS, WHICH ARE ATTACHED HERETO.

WITNESS OUR HANDS AND SEALS THIS ___ DAY OF _____, A.D., 20__.

BY: _____ ATTEST: _____

FOR: _____



VILLAGE UTILITY EASEMENT(V.U.E.)

THE VILLAGE OF EAST DUNDEE IS HEREBY GIVEN EASEMENT RIGHTS TO THE PLATTED EASEMENT DESIGNATED "VILLAGE UTILITY" EASEMENT SHALL BE USED SOLELY TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME ABOVE GROUND AND UNDERGROUND FACILITIES AND APPURTENANCES USED IN CONNECTION WITH THE WATER, SANITARY SEWER OR STORM DRAINAGE SYSTEMS OF THE VILLAGE OF EAST DUNDEE, AND ANY OTHER UTILITY EXPRESSLY PERMITTED BY THE VILLAGE. NO PERMANENT BUILDING OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED _____, AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ___ DAY OF _____, A.D., 20__.

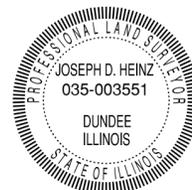
 NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.

I, JOSEPH D. HEINZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT HEREON DRAWN HAS BEEN PREPARED UNDER MY DIRECTION FOR THE PURPOSE OF PLATTING AN EASEMENT AND THAT IT IS A CORRECT REPRESENTATION OF THE AREA SHOWN THEREON.

EAST DUNDEE, ILLINOIS, DATED THIS 9TH DAY OF OCTOBER, A.D. 2014.



Illinois Professional Land Surveyor No. 3551
 License Expires 11-30-14
 Design Firm Registration No. 184-002048

Note: Refer to the recorded Plat of Subdivision in the Recorder's Office of Kane County, Illinois for any easement provisions and covenants, if any, within the subject subdivision, which may effect these lots.

GERALD L. HEINZ & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 206 NORTH RIVER STREET
 EAST DUNDEE, ILLINOIS 60118

PLAT OF EASEMENT

VILLAGE OF EAST DUNDEE

This drawing is copyrighted and is the sole property of GERALD L. HEINZ & ASSOCIATES, INC. Reproduction or use of this drawing in whole or in part and/or the information contained in it is forbidden without the written consent of GERALD L. HEINZ & ASSOCIATES, INC. Unauthorized use will be prosecuted to the fullest extent of the law.

DATE: 09/30/2014
 JOB NO.: ED-1954-X
 SCALE: 1"=20'
 SHEET 1 OF 1

Ordinance No. ____

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, ILLINOIS,
CLARIFYING WHEN COMPETITIVE BIDS NEED NOT BE OBTAINED**

WHEREAS, the Village of East Dundee (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, the Village pursuant to its home rule authority and Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) may establish when competitive bids are not needed to enter into certain contracts.

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: That the East Dundee Municipal Code, as amended, be and is hereby amended by amending section 34.01, Competitive Bids To Be Obtained, of Chapter 34, Village Policies, to read as follows:

“34.01 COMPETITIVE BIDS TO BE OBTAINED

Any labor, lease, goods or services to be purchased, sale of personal property, equipment or supplies or public improvement which is not to be paid for in whole or in part by a special assessment or special taxation, where the expenses or costs thereof will exceed \$20,000 shall be constructed or purchased:

- (A) By a contract let to the lowest responsible bidder after advertising for bids.
- (B) Exception. This section shall not apply to:
 1. contracts authorized by a vote of two-thirds ($\frac{2}{3}$) of all members of the Village Board of Trustees then holding office upon a finding that an exception to the bidding requirements is necessary and in the best interests of the Village;
 2. any collective bargaining agreement or employment contracts to which the Village is a party;
 3. any purchase, sale or lease of real property to which the Village is a party;
 4. service agreements;
 5. contracts involving Village grant or incentive programs;
 6. development agreements;
 7. contracts with or purchases from another governmental entity;
 8. purchases made pursuant to any joint purchasing program sponsored by the State or other governmental agency or association;
 9. special assessments or other procurements controlled by statutory provisions; and
 10. sole source providers or contractors.

Section 2: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Adopted this ____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2014.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2014