

ORDINANCE NUMBER 19 - 31

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, APPROVING THE ISSUANCE
OF A TIF NOTE TO PAL LAND, LLC
(ROUTE 25 TIF DISTRICT – TIF NOTE NO. 8 – \$1,182,888.37)**

WHEREAS, the Village of East Dundee (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in accordance with the requirements of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”), the Village President and Board of Trustees, pursuant to Ordinance Nos. 06-40, 06-41, and 06-42, adopted on September 18, 2006, designated the “Route 25 Redevelopment Project Area” as a redevelopment project area, as defined in the TIF Act, approved a Redevelopment Plan and Project for the Route 25 Redevelopment Project Area and adopted tax increment allocation financing in the Route 25 Redevelopment Project Area, pursuant to the TIF Act, respectively; and

WHEREAS, on November 14, 2012, the Village entered into an “Amended and Restated Redevelopment Agreement” (“Redevelopment Agreement”) with Pal Land, LLC (“Developer”), regarding property owned by the Developer located within the Route 25 Redevelopment Project Area; and

WHEREAS, the Village has determined to issue a TIF note in the principal amount of Two Million Six Hundred Seventy-Seven Thousand Six Hundred Eighty-Five and 19/100 Dollars (\$1,182,888.37) (“TIF Note”) and to loan the proceeds thereof to the Developer to finance the eligible expenses allocated to or incurred with respect to the property subject to the Redevelopment Agreement, on the terms and conditions in the Redevelopment Agreement; and

WHEREAS, the Village President and Board of Trustees have determined that it is advisable, necessary, and in the best interests of the Village to approve the issuance of the TIF Note to 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: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Authorization. That it is advisable, necessary, and in the best interests of the Village that the Village issue the TIF Note to the Developer.

SECTION 3: Form of TIF Note. That the TIF Note shall be in substantially the form attached hereto as EXHIBIT A, with such changes thereto as to make the TIF Note consistent with the terms of this Ordinance.

SECTION 4: Authorization to Issue TIF Note. That the Village hereby authorizes the issuance of its TIF Note in the principal amount of Two Million Six Hundred Seventy-Seven Thousand Six Hundred Eighty-Five and 19/100 Dollars (\$1,182,888.37), bearing interest at a rate of six percent (6%), and substantially in the form attached hereto as EXHIBIT A. The Village is hereby authorized to execute and deliver to the Developer its TIF Note, which shall be dated and accrue interest from the date of its issuance and delivery.

SECTION 5: Severability. That 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 6: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 7: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 21st day of October, 2019 pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Selep, Wood, Mahony, Andresen, and
Kunze

NAYES: Ø

ABSENT: Ø

APPROVED by me this 21st day of October, 2019.

L M
Lael Miller, Village President

ATTEST:
Katherine Holt
Katherine Holt, Village Clerk

Published in pamphlet form this 22nd day of October 2019, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on October 22, 2019.

EXHIBIT A
FORM OF TIF NOTE
(attached)

NOTE

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS

SPECIAL TAX INCREMENT REVENUE NOTE

(Note No. 8)

Route 25 Redevelopment Project Area

\$1,182,888.37

October 21, 2019

WHEREAS, pursuant to its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “*TIF Act*”), the President and Board of Trustees of the Village of East Dundee, Illinois (the “*Corporate Authorities*”) pursuant to Ordinance Nos. 06-40, 06-41 and 06-42, adopted on September 18, 2006, designated a Redevelopment Project Area and approved a Redevelopment Plan for the redevelopment of the Redevelopment Project Area known as the Route 25 Redevelopment Project Area; and,

WHEREAS, on November 14, 2012, the Village and Pal Land, LLC (the “*Developer*”) entered into a certain Amended and Restated Development Agreement (the “*Amended Agreement*”), the terms and provisions of which are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Amended Agreement; and,

WHEREAS, pursuant to the Amended Agreement, the Village has agreed to reimburse the Developer for Redevelopment Project Costs incurred by the Developer in connection with or as a result of the development of certain portions of the Route 25 Redevelopment Project Area.

NOW, THEREFORE, the Village, by and through the Corporate Authorities, covenants and agrees as follows:

1. *Incorporation of recitals and definitions of terms.* The foregoing recitals are incorporated into this Note as if they were fully set forth in this *Section 1*.

2. *Promise to pay.* Subject to the terms, conditions and limitations contained in the Amended Agreement, and until the Termination Date of the Amended Agreement, the Village promises to pay to the order of the Developer, when and as provided in the Amended Agreement, the principal sum of \$1,182,888.37, together with interest on the balance of such principal sum outstanding from time to time at the rate of six percent (6%) per annum.

3. *Pledge of, and lien on, Incremental Taxes deposited in the Pal Land Sub-Account.* THIS NOTE SHALL BE PAYABLE FROM AND SECURED BY A PLEDGE OF, AND LIEN

ON , INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME IN THE PAL LAND SUB-ACCOUNT OF THE ROUTE 25 STAF. SUCH PAYMENT, PLEDGE AND LIEN SHALL BE SUBJECT AND SUBORDINATE ONLY TO THE PRIOR PAYMENTS, PLEDGES AND LIENS PROVIDED FOR IN THE AMENDED AGREEMENT.

4. *Payments.* So long as the Amended Agreement is in full force and effect, payments on account of the indebtedness evidenced by this Note shall be made as set forth in the Amended Agreement.

Payments on this Note made from monies deposited in the Sub-Account Route 25 STAF shall be applied to reduce the outstanding principal balance first, and thereafter the interest obligations hereunder. Payments made under this Note shall be in the amount of the monies in the Pal Land Sub-Account of the Rt. 25 STAF to the extent that said monies are available, as provided for in the Amended Agreement, to reimburse the Developer for the sums due hereunder.

To the extent the Village executes and delivers other Notes (in addition to this Note) pursuant to the terms of the Amended Agreement, payments of principal shall first be made as to all such notes (beginning with the earliest-dated note) and thereafter payments of interest obligations coming due on all notes, this note included, shall be made (again beginning with the earliest dated note), and such obligations shall continue to be of force and effect, with respect to the Note and each of such earlier dated Notes, until all principal and interest obligations coming due on such Notes have been satisfied in full by the Village.

5. *Place of payment.* Payments made under this Note by the Village shall be made by check payable to the order of the Developer and mailed to the Developer at such address as the Developer may designate in writing from time to time.

6. *Limited obligation of the Village.* THIS NOTE IS NOT SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE AND IS NOT PAYABLE OUT OF THE VILLAGE'S GENERAL REVENUE FUND. THIS NOTE CONSTITUTES A LIMITED OBLIGATION OF THE VILLAGE, AND ALL PAYMENTS DUE UNDER THIS NOTE SHALL BE PAYABLE SOLELY FROM INCREMENTAL TAXES THAT ARE AVAILABLE FOR SUCH PURPOSE UNDER THE PROVISIONS OF THE AMENDED AGREEMENT. FAILURE OF THE VILLAGE TO REIMBURSE DEVELOPER FOR REDEVELOPMENT PROJECT COSTS DUE TO INSUFFICIENT FUNDS GENERATED WITHIN THE PAL LAND SUB-ACCOUNT OF THE ROUTE 25 STAF SHALL NOT BE DEEMED A DEFAULT ON THE PART OF THE VILLAGE.

7. *Default.* If Incremental Taxes are available to make any payment required by this Note, and the Amended Agreement is in full force and effect, and if the Village thereafter fails to make such payment, the Village shall be deemed to be in default under this Note. After any default, the Developer may bring an action in any court of competent jurisdiction to enforce payment of this Note, provided that the Developer shall have first given the Village notice of its intent to bring such action and thirty (30) days to cure any such default. Failure of the Developer

to exercise its right to bring an action to remedy a default hereunder shall not constitute a waiver of its right to bring an action to remedy any subsequent default.

8. *Miscellaneous.*

(a) In any provision of this Note is found by a court of competent jurisdiction to be in violation of any applicable law, and if such court should declare such provision to be unlawful, void or unenforceable as written, then it is the intent of the Village and the Developer that such provisions shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision was not contained herein, and that the rights, obligations and interests of the Village and the Developer shall continue in full force and effect.

(b) Upon endorsement, assignment or other transfer of this Note by the Developer or by operation of law, the term "the Developer" as used herein shall mean such endorsee, assignee, or other transferee or successor of the Developer then becoming holder of this Note. This Note shall inure to the benefit of the Developer, its successors and assigns and successor holders of this Note, and shall be binding upon the Village and its successors and assigns. Notwithstanding the foregoing, this Note shall be fully assignable by the Developer to any lender who financed the development of the Subdivision. With the exception of any such lenders, this Note may only be assigned by the Developer to others with the prior written consent of the Village.


(c) Any notice, request, demand, instruction or other document to be given or served hereunder shall be addressed, delivered and deemed effective as provided in the Development Agreement.

(d) The provisions of this Note shall not be deemed to amend the provisions of the Amended Agreement in any respect. To the extent of any conflict or inconsistency between the provisions of the Amended Agreement and the provisions of this Note, the Amended Agreement shall in all instances supersede and control.

This Note is executed as of the date first written above.

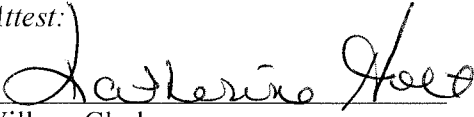
Village of East Dundee, an Illinois municipal corporation

By:



President

Attest:



Village Clerk

Exhibit G

REQUEST FOR REIMBURSEMENT

[Date]

Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

Re: Amended and Restated Development Agreement ("Amended Agreement") dated Nov, 2012, by and between the Village of East Dundee, Illinois, and Pal Land, LLC ("Developer")

Dear Sir:

You are requested to disburse funds from the Pal Land Sub-Account created with respect to the Route 25 Combined Redevelopment Project Areas pursuant to the Amended Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement.

1. Request for Reimbursement No.: 8
2. Amount to be Disbursed: \$1,182,888.37
3. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developers for those Redevelopment Project Costs incurred within the Route 25 Redevelopment Project Area or () the Christina Drive Redevelopment Project Area as detailed in Schedule 1 attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 3 above were made or incurred or financed and were necessary for the development applicable Redevelopment Project Area and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs described in the Amended Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth on the attached Schedule 1, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the Developer is not in default under the Amended Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement.
5. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and a copy of the Eligible Redevelopment Project Cost Schedule on which it has been noted all Redevelopment Project Costs heretofore reimbursed to the Developer.

[Signature page follows]

Date: 7/30/19

By:

