

ORDINANCE NO. 20-05

AN ORDINANCE AUTHORIZING A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES,
ILLINOIS AND 811 MAIN ST APTS LLC
(855 E. MAIN STREET DEVELOPMENT)

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: Findings. That the President and Board of Trustees of the Village
of East Dundee ("Village") find as follows:

- A. The Village is a home rule unit of government in accordance with Article VII, Section 6 of the Constitution of the State of Illinois, 1970.
- B. The Village has the authority, pursuant to the laws of the State of Illinois, including 65 ILCS 5/8-1-2.5, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- C. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time ("TIF Act").
- D. Pursuant to the Village's powers and in accordance with the TIF Act, and pursuant to Ordinance Numbers 06-40, 06-41 and 06-42, adopted on September 18, 2006, as amended from time to time, the Route 72 and Route 25 / Dundee Crossing Tax Increment Financing District ("TIF District") was formed as a TIF district, for a twenty-three (23) year period. Ordinance Nos. 06-40, 06-41 and 06-42, as amended from time to time, are incorporated herein by reference.
- E. Pursuant to and in accordance with the TIF Act and the Ordinances establishing the TIF District, as amended, the Corporate Authorities of the Village are empowered under Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), to enter into contracts with developers necessary or incidental to the implementation of the redevelopment plan and project for the TIF District.

- F. 811 Main St. Apts LLC ("Developer") desires to acquire ownership of the property commonly known as 855 E. Main Street, East Dundee, Illinois 60118 ("Property") and develop the Property with one (1) multifamily building with a total of thirty-six (36) residential apartment units, in two (2) buildings of eighteen (18) residential apartment units each, and related public improvements ("Project").
- G. Attached hereto as EXHIBIT A and made part hereof is a development agreement, between the Developer and the Village, which sets forth the terms and conditions pursuant to which the Developer will proceed with, develop, and operate, the Project on the Property ("Development Agreement").
- H. It is in the best interest of the Village to enter into the Development Agreement, to ensure that redevelopment within the TIF District continues.

SECTION 2: Approval. That based upon the foregoing, the Development Agreement, attached hereto as EXHIBIT A, is hereby approved, and the President and Clerk of the Village are hereby authorized and directed to execute and deliver such other instruments, including said Development Agreement, as may be necessary or convenient to carry out the terms thereof.

SECTION 3: 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 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

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ADOPTED this 2nd day of March, 2020 pursuant to a roll call vote as follows:

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

NAYES: Trustee Lynam

ABSENT: Ø

APPROVED by me this 2nd day of March, 2020.



Lael Miller, Village President

ATTEST:



Katherine Holt, Village Clerk

Published in pamphlet form this 3rd day of March, 2020, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March 3, 2020.

EXHIBIT A

Development Agreement

(attached)

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS
AND 811 MAIN ST APTS LLC
(855 E. MAIN STREET DEVELOPMENT)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 2nd day of March, 2020 ("Effective Date"), by and between the Village of East Dundee, Illinois, an Illinois municipal company ("Village"), and 811 Main St Apts LLC, an Illinois limited liability company ("Developer").

PREAMBLES

WHEREAS, the Village is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village ("Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the Village's tax base, ameliorate blight and provide job opportunities for its residents; and

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and

WHEREAS, the Village has identified certain areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings, and deteriorating site improvements, which factors, if not

addressed, shall result in a disproportionate expenditure of public funds, a decline of the Village's tax base and loss of job opportunity for its residents; and

WHEREAS, pursuant to 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 ("TIF Act") and the Village's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" as defined in Section 11.74.4-3(b) of the TIF Act; and

WHEREAS, pursuant to Ordinance Numbers 06-40, 06-41 and 06-42, adopted on September 18, 2006, the Village designated the tax increment redevelopment project area ("Redevelopment Project Area"), approved a tax increment redevelopment plan and project ("TIF Plan"), and adopted tax increment financing relative to the Village's Route 72 and Route 25 / Dundee Crossings Tax Increment Financing District ("TIF District"), with said TIF District being legally described and depicted as set forth in **EXHIBIT A-1** and **EXHIBIT A-2**, respectively, attached hereto and made part hereof; and

WHEREAS, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Corporate Authorities are authorized to incur costs and to make and enter into all contracts necessary or incidental to promotion of economic development within the Village; and

WHEREAS, there is certain real estate located within the Redevelopment Project Area, said property being legally described and depicted in **EXHIBITS B-1** and **B-2**,

respectively, attached hereto and made a part hereof, known as 855 E. Main Street, East Dundee, Illinois 60118 ("Property"); and

WHEREAS, the Village has been informed by the Developer that it desires to acquire the Property, and that it desires to develop the Property with a total of thirty-six (36) residential apartment units, in two (2) buildings of eighteen (18) residential apartment units each, and related public improvements, all as depicted and described in the site plan and project description in **EXHIBITS C-1** and **C-2**, respectively, attached hereto and made a part hereof ("Project"); and

WHEREAS, the Corporate Authorities have determined that the development of the Property with the Project best serves the public's health, safety and welfare; and

WHEREAS, the Developer's proposal calls for the Developer to develop the Property in accordance with all applicable Village ordinances, laws and regulations of the State of Illinois, and laws and regulations of the United States of America (collectively the "Legal Requirements"), and the Village has determined that the Developer has the necessary qualifications, expertise and background necessary to undertake the development of the Property with the Project; and

WHEREAS, the Corporate Authorities have determined that the development by the Developer of the Property with the Project pursuant to this Agreement would further the TIF Plan, 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, 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. Developer's Obligations

(a) Before the Effective Date, the Developer has submitted to the Village a plan for the development of the Property with the Project, including:

- (1) An estimate of all costs to be incurred by the Developer in connection with acquisition and development of the Property with the Project, which shall evidence that the Developer shall invest no less than Five Million One Hundred Thousand and No/100 Dollars (\$5,100,000.00) in the Project;
- (2) A concept plan, including site plan, elevations, floor plans, and other plans requested by the Village;
- (3) A financial *pro forma* for the Project, which shall be attached to this Agreement and made a part hereof, when available;
- (4) The Dundee Township Assessor's estimated increase in equalized assessed value of the Property upon completion of the Project; and
- (5) An executed Trust and Agency form.

The Developer's submittals in Section 2(a)(1) through 2(a)(5) are attached hereto as **Exhibit D** and made a part hereof, and are an integral part of the Project.

- (b) With regard to timing of the Project:
- (1) On or before June 1, 2020, the Developer shall have acquired the Property.
 - (2) On or before March 1, 2020, the Developer shall apply for all zoning relief needed for the construction, operation and maintenance of the Project.
 - (3) On or before May 1, 2020, the Developer shall have applied for all permits as may be required to undertake and complete the construction for all aspects of the Project.
 - (4) Within thirty (30) calendar days of the Developer having received all permits as may be required to undertake and complete the construction of all aspects of the Project, the Developer shall have commenced construction of all aspects of the Project.
 - (5) Within one (1) calendar year of the date on which construction of the Project is commenced as set forth in Section 2(b)(4) above, the Developer shall have obtained a temporary certificate of occupancy for all aspects of the Project, in accordance with the Legal Requirements, which shall be issued by the Village in accordance with the Legal Requirements, and the Developer shall be actively engaged in the leasing of the Project, and shall otherwise be maintaining, managing, and operating the Project. The date the Project receives a final certificate of occupancy for all aspects of the Project shall be the "Commencement Date."

(c) The Developer hereby covenants and agrees to pay all real estate taxes on the Property when due and to pay all sums due and owing to the Village including, but not limited to, fines, fees, taxes, licenses, assessments and invoices for all services, except as waived in Section 3(a) below. The Developer further agrees not to violate any of the Legal Requirements.

(d) With respect to the Project, the Developer shall: (u) create an owners' association for the Property as part of a single unified owners' association with the property at 811 E. Main Street, East Dundee, Illinois ("811 Property"); (v) grant easements in favor of the Village relative to maintenance of the Property, in the form provided by the Village; (w) participate and cooperate in the creation of a dormant special service area for maintenance of the Property and the 811 Property, which shall include the premises of both the Property and the 811 Property ("SSA"); (x) not object to the SSA; (y) execute a waiver of right to file an objection petition opposing the creation of the SSA, in the form proposed by the Village; and (z) not interfere with the creation of the SSA.

(e) The Developer's obligations under this Agreement are contingent upon the Developer obtaining, on or before June 1, 2020, a firm construction loan commitment for the Project in an amount and under terms acceptable to the Developer and Developer's legal counsel. In the event the Developer is unable to procure such firm construction loan commitment within the stated time, and the Developer notifies the Village in writing of such failure on or before to June 15, 2020, as of the date of the Developer's written notice, this Agreement shall be null and void and of no further effect, and the Developer shall receive a full refund of any amounts deposited by the Developer pursuant to the

Trust and Agency policy not obligated to be paid to, used by, or owed to, the Village related thereto. If the Developer fails to notify the Village of its failure to obtain a firm construction loan commitment for the Project on or before June 15, 2020, this Agreement shall remain valid and binding and this Section 2(e) shall be of no further force or effect.

(f) This Agreement is contingent upon the Village granting the zoning relief needed for the Project to be built and operated. If the Village denies the zoning relief needed for the Project to be built and operated, this Agreement shall be null and void and of no further effect, the Village and the Developer shall have no further obligations or rights under this Agreement.

(g) As a material inducement for the Village to enter into this Agreement, the Developer shall indemnify and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with access, ingress and/or egress to and from the Property and / or the 811 Property. The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith.

(h) The Developer shall obtain access, ingress and egress easements from the Property over the 811 Property, and otherwise secure adequate access, ingress and egress rights to and from the Property, including access to and from Illinois Route 72, also known as Higgins Road.

Section 3. Developer Incentives

In consideration of the development by the Developer of the Property in accordance with the terms of this Agreement, so long as no event described in Section 15 of this Agreement shall have occurred and be continuing:

(a) With regard to the Project, the Village shall: (x) waive all water and sewer capital improvement charges, also known as connection fees, imposed by the Village pursuant to Sections 51.37 and 53.61 of the Village Code, respectively, (y) waive the water connection fees and sewer connection fees, imposed by the Village pursuant to Sections 51.17 and 53.12 of the Village Code, respectively, and (z) waive the administrative, public works and police impact fees imposed by the Village pursuant to Chapter 159 of the Village Code. The Developer shall pay the fire impact fees imposed by the Village pursuant to Chapter 159 of the Village Code. The Developer shall also pay the school and park district impact fees imposed by the Village pursuant to Chapter 155 of the Village Code.

(b) The Village shall pay the Developer an amount not to exceed Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00) on a pay-as-you-go basis from Seventy-Five Percent (75%) of the "Incremental Property Taxes" (as defined below) received by the Village through December 31, 2029, as reimbursement for "Eligible Redevelopment Project Costs" (as defined below) actually incurred and spent by the Developer on the Project, as follows:

- (1) "Incremental Property Taxes" means that portion of the *ad valorem* real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the

increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property at the time of the formation of the TIF District, all as determined by the Kane County Clerk, pursuant to and in accordance with the TIF Act, the TIF Ordinances and this Agreement which have been received by the Village on and after the Commencement Date, and which are available after deduction of amounts which must otherwise be paid by the Village under the TIF Act, including but not limited to school student tuition assistance under 65 ILCS 5/11-74.4-3(q)(7.5) and library patron assistance under 65 ILCS 5/11-74.4-3(q)(7.7).

(2) "Eligible Redevelopment Project Costs" means the reasonable and actual costs incurred and paid by the Developer for the Project, which are both eligible for reimbursement under the TIF Act and which are included in **Exhibit E** attached hereto and made a part hereof, to be reimbursed from Incremental Property Taxes pursuant to the TIF Act, by the Village, as provided in this Agreement.

(3) Incremental Property Taxes shall be paid to the Developer as follows:

(i) So long as Developer is in compliance with its obligations under this Agreement, the Village shall pay Incremental Property Taxes to the Developer within twenty (20) business days of receipt of Developer's request for reimbursement of Eligible Redevelopment Costs documented by the Developer to have been incurred by the Developer in relation to the Project, which

documentation shall accompany each such invoice. The Developer shall submit a request for reimbursement of Eligible Redevelopment Costs paid by the Developer ("Request") one (1) time per year, on or around October 1st of each year after the Commencement Date. The Request must be in writing and under oath, and must include a copy of the Property's property tax bill, along proof of payment of the Property's property taxes.

- (ii) Requests for reimbursement shall be forwarded to the Village Administrator, accompanied by a copy of the paid receipts therefor, and any other information reasonably requested by the Village. Unless the Village has good cause to believe that the Request seeks reimbursement or payment for non-Eligible Redevelopment Costs, the Village shall pay the Request within twenty (20) business days of the date of its receipt of the same, provided there are sufficient Incremental Property Taxes to do so. If the Village elects to withhold or deny such payment, the Village shall promptly, and in any event not later than the date payment would otherwise have been due, advise the Developer in writing as to the specific basis for the Village's position.
- (iii) In the event that the Village ceases to receive Incremental Property Taxes from the Property, as a result of a change in the law, and no alternate tax is enacted to replace the Incremental

Property Taxes, the Village shall not be obligated to make any further Incremental Property Taxes payments hereunder.

(iv) The payment of Incremental Property Taxes by the Village shall cease December 31, 2029.

(4) The payment of Incremental Property Taxes in this Agreement is a limited obligation of the Village. The payment of Incremental Property Taxes in this Agreement is not a general obligation of the Village, and the Village's full faith and credit are not pledged or encumbered to provide the Developer with Incremental Property Taxes.

Section 4. Financial Responsibility and Clawbacks

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project, except as otherwise set forth in this Agreement.

(b) If the Developer fails to comply with Section 2, in lieu of the other remedies available to the Village in this Agreement, the Village may elect to declare this Agreement null and void and of no further force or effect.

(c) The Developer hereby covenants and agrees to repay to the Village any and all sums waived and/or paid by the Village to the Developer pursuant to this Agreement in the event the Developer, or any approved successor, ceases to operate the Project at the Property, with all of the residential units thereon being vacant, at any time during the term of this Agreement; provided, that the obligation to repay shall be reduced by twenty percent (20%) of the sums waived and/or paid by the Village on each annual anniversary of the Commencement Date.

(d) The Developer's obligations in Section 4 shall survive, and be binding upon the Developer, regardless of the termination or expiration of this Agreement.

Section 5. Term

Unless earlier terminated pursuant to Section 15, the term of this Agreement shall commence on the Effective Date and end on December 31, 2029.

Section 6. Verification of Real Estate Tax Payments and Project Costs

(a) The Developer shall pay all real estate taxes on the Property, and shall submit to the Village certified copies of, and paid receipts for, all real estate tax bills payable in 2020, and for each subsequent year during the term of this Agreement.

(b) The Project shall be an "open book" project, meaning that the Developer and the general contractor (or contractors, if more than one) will assure continuing access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the Eligible Redevelopment Project costs of the Project; provided, however, that all such access shall be limited to normal business hours upon reasonable prior notice and shall not occur more frequently than once per calendar quarter. The foregoing Village review rights shall terminate one (1) year after the Commencement Date with respect to costs for the Project, unless the Developer has failed to make available any such books and/or records requested in writing by the Village. Developer shall provide to the Village copies of any partnership agreements, limited liability company operating agreements, corporate by-laws or joint venture agreements pertaining to the Property to which the Developer is a party; provided that the Developer may, (if Developer has previously provided the Village not less than thirty (30) days to review such confidential financial

materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance. The Village shall keep all such books, records and agreements of the Developer and general contractor confidential, to the maximum extent permitted by law. Failure to provide the documents or allow review of the books within fifteen (15) days after request by the Village shall be an Event of Default. Developer shall exercise prudence and good faith in attempting to contract with persons or entities that are reputable and experienced in their respective areas for the provision of services or material for the design and construction of Project at costs not in excess of market rates. The general contractor (or general contractors) designated by Developer shall be experienced and reputable.

Section 7. No Liability of Village to Others for Developer's Expenses

Except as set forth herein, the Village shall have no obligation to waive any cost relating to the development of the Property or to make any payment to any person, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Property.

Section 8. Assignment

(a) During the term of this Agreement, this Agreement may not be assigned by the Developer, without the written consent of the Village, nor may the Property be conveyed without the prior written consent of the Village

(b) Notwithstanding the provisions of Section 8(a), the Developer shall have the right to assign this Agreement and/or convey the Property without the Village's prior

written consent only to any entity owned and/or controlled by Developer or its principals, provided that not less than five (5) days before such assignment, Developer gives notice of such assignment to the Village accompanied by reasonable evidence that the assignee is owned and/or controlled by Developer or its principals. Notwithstanding the foregoing, if this Agreement is assigned by Developer hereunder pursuant to this Section 8(b), then Developer shall remain jointly and severally liable, along with the assignee, for the Developer's obligations under this Agreement. Developer shall cause any permitted assignee under this Section 8(b) to acknowledge in writing that it will be bound by all of the terms and conditions of this Agreement. This Section 8(b) shall survive the termination of this Agreement.

Section 9. Developer Indemnification

The Developer shall indemnify and hold harmless the Village, its elected officials, agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly in connection with the Project, including, but not limited to, the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear,

defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. Notwithstanding any of the foregoing, if any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

Section 10. Waiver

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 11. Severability

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. 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:

811 Main St Apts LLC
1055 Nimco Unit E
Crystal Lake, IL 60014
Attn: Joseph Billitteri

With a copy to:

Roth Melei Petsche Spencer
454 West Virginia Street
Crystal Lake, Illinois 60014
Attn: Samuel S. Melei

To the Village:

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

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attn: Gregory T. Smith

Section 13. No Joint Venture, Agency or Partnership Created

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination and Prevailing Wage Act Compliance

(a) The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Property provided for in this Agreement the

Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

(b) Prevailing Wage Act.

(1) The Developer, its contractors and subcontractors shall be responsible to determine if any part of the Project is a "public work" within the meaning of the Illinois Prevailing Wage Act ("Act") (820 ILCS 130/0.01 et seq.) requiring it to pay workers performing services on this Project no less than the "prevailing rate of wages" in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor ("IDOL"). For the current prevailing wage rates, contact the Village or see the listing of rates or at illinois.gov/idol/laws-rules/conmed/pages/rates.aspx. The IDOL makes the final determination of whether this Project is subject to the Act.

(2) The Developer agrees to indemnify and hold harmless the Village, its agents, officers and employees as provided for in this Agreement for any violation by the Developer or its contractors and subcontractors' failure to comply with any provision of the Act, if applicable.

Section 15. Remedies – Liability

(a) If, in the Village's judgment, the Developer is in material default of this Agreement for any phase of the Project, the Village shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice so that the Developer will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in

paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the Developer's property, and the same is not dismissed or stayed within sixty (60) days, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the Kane County Recorder, a "Certificate of Default," executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically terminate and be of no further force and effect.

(c) If, in the Developer's judgment, the Village is in material default of this Agreement, the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this

Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice so that the Village will have the opportunity to cure any claimed material default within such thirty (30) day period. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action. Each party hereby waives any right to consequential, exemplary or punitive damages.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the 16th Judicial Circuit Court of the State of Illinois, in Kane County.

Section 16. No Warranty

The Village makes no warranties or representations regarding, nor does it indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property as well as

any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901, et seq., or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled.

Section 17. Time; Force Majeure

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 18. 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 said amendment, as provided by law, and by execution of said 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 subject matter hereof.

Section 19. Recording and Successors and Assigns.

This Agreement shall be recorded on title to the Property at the Developer's expense. This Agreement shall run with title to the Property and shall be binding upon subsequent owners of the Property, or any portion thereof. The Developer's obligations in this Agreement shall be binding upon the Developer's successors and assigns.

Section 20. Counterparts

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


[THIS SPACE INTENTIONALLY LEFT BLANK]

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:

Village of East Dundee, an Illinois municipal corporation

By:



President

Attest:



Village Clerk

DEVELOPER:

811 Main St Apts LLC, an Illinois limited liability company

By:
Its:



Joseph Billitteri
Manager

Attest:



2.21.20

EXHIBIT A-1

LEGAL DESCRIPTION OF THE TIF DISTRICT

(attached)

EXHIBIT A-2

DEPICTION OF THE TIF DISTRICT

(attached)

EXHIBIT B-1

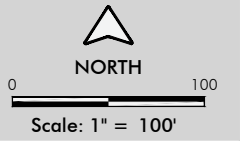
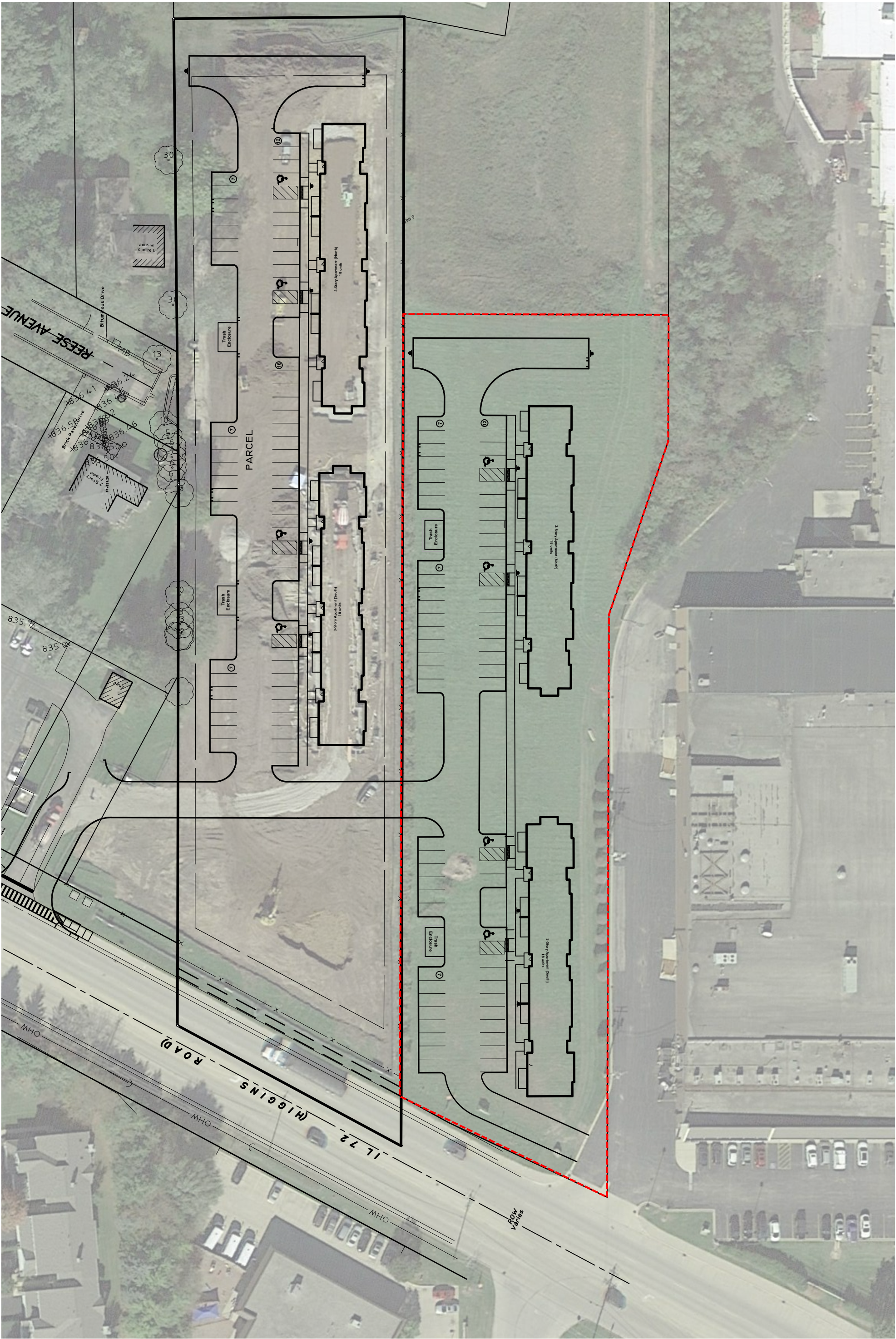
LEGAL DESCRIPTION OF THE PROPERTY

(attached)

EXHIBIT B-2

DEPICTION OF THE PROPERTY

(attached)



CONCEPT SITE PLAN C
2-acre RIVER HAVEN PARCEL
EAST DUNDEE, IL
BILLITTERI ENTERPRISES

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152 www.HaegerEngineering.com

Project Manager: MLA
Engineer:
Date: 02.28.2020
Project No. 19-991
Sheet 1 / 1

Exhibit C-2

Description of the Project

The project consists of two (2) multifamily rental apartment buildings with eighteen (18) units each, with thirty-six (36) units in total, with a unit mix of twenty four (24) one (1) bedroom units and twelve (12) two (2) bedroom units amongst the two (2) buildings. There will be fifty-seven (63) proposed surface parking spaces, with an anticipated parking ratio (spaces/units) of 1.75.



EXHIBIT D

DEVELOPER'S PROJECT SUBMITTALS

(attached)

RT 72 EAST DUNDEE 855 Apartment Project

02.19.20

Building Square footage

33,642

Costs

Construction cost	\$	3,289,872.34		
Land	\$	360,000.00	36 Unit Scenario	
Soft cost	\$	924,110.10		
Site cost		\$723,589.00		
Demo	\$	-		
Development fee	\$	-		\$ 162.67
Total Cost	\$	5,472,571.44		

Tif funds

0%

\$ -

Project cost

\$ 5,472,571.44

Equity in project

25%

\$ 1,368,142.86

Amount Financed

\$ 4,104,428.58

Land value

0 \$

421,826.00

Fee Reeducations

Factor to actual

0

Income Assumptions at stabilization

Rent per Sq. foot

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Rental Income assumption	\$ 530,192.16	\$ 540,796.00	\$ 551,611.92	\$ 562,644.16	\$ 573,897.04	\$ 585,380.99	\$ 597,088.61	\$ 609,030.38	\$ 621,210.99	\$ 633,635.20
TIF Contributions- Financing does not allow.										
RE Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 530,192.16	\$ 540,796.00	\$ 551,611.92	\$ 562,644.16	\$ 573,897.04	\$ 585,380.99	\$ 597,088.61	\$ 609,030.38	\$ 621,210.99	\$ 633,635.20
Monthly Rent, CAM, Taxes	\$ 44,182.68	\$ 45,066.33	\$ 45,967.66	\$ 46,887.01	\$ 47,824.75	\$ 48,781.75	\$ 49,757.38	\$ 50,752.53	\$ 51,767.58	\$ 52,802.93

Expense assumptions NNN rent

4.25% Debit service	Year	30	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86	\$ 242,295.86
CAM, Retail only.Apt. CAM deducted on rent roll			\$ 113,766.22	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20	\$ 117,179.20
RE Tax			\$ 60,000.00	\$ 80,000.00	\$ 81,600.00	\$ 83,232.00	\$ 84,896.64	\$ 86,594.57	\$ 88,326.46	\$ 90,092.99	\$ 91,894.85
TIF Contribution			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total			\$ 416,062.07	\$ 439,475.06	\$ 441,075.06	\$ 442,707.06	\$ 444,371.70	\$ 446,069.63	\$ 447,801.52	\$ 449,568.05	\$ 451,369.91

Cash flow distributions

Cash flow		\$ 114,130.09	\$ 101,320.94	\$ 110,536.86	\$ 119,937.10	\$ 129,525.34	\$ 139,311.35	\$ 149,287.08	\$ 159,462.32	\$ 169,841.07	\$ 180,427.39
Equity partners	100%	\$ 114,130.09	\$ 101,320.94	\$ 110,536.86	\$ 119,937.10	\$ 129,525.34	\$ 139,311.35	\$ 149,287.08	\$ 159,462.32	\$ 169,841.07	\$ 180,427.39
Development partners	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cash on Cash return to Equity partners		12.1%	10.7%	11.7%	12.7%	13.7%	14.7%	15.8%	16.9%	17.9%	19.1%
IRR		19.4%	18.3%	19.6%	21.0%	22.4%	23.8%	25.2%	26.7%	28.2%	29.7%

Profit Distributions

Cash flow		\$ 114,130.09	\$ 101,320.94	\$ 110,536.86	\$ 119,937.10	\$ 129,525.34	\$ 139,311.35	\$ 149,287.08	\$ 159,462.32	\$ 169,841.07	\$ -
Principle pay down		\$ 69,195.18	\$ 72,193.94	\$ 75,322.67	\$ 78,586.98	\$ 81,992.76	\$ 85,546.14	\$ 89,253.51	\$ 93,121.55	\$ 96,814.35	\$ 101,010.06
Total		\$ 183,325.27	\$ 173,514.89	\$ 185,859.53	\$ 198,524.08	\$ 211,518.10	\$ 224,857.49	\$ 238,540.59	\$ 252,583.88	\$ 266,655.42	\$ 101,010.06
Equity partners	100%	\$ 183,325.27	\$ 173,514.89	\$ 185,859.53	\$ 198,524.08	\$ 211,518.10	\$ 224,857.49	\$ 238,540.59	\$ 252,583.88	\$ 266,655.42	\$ 101,010.06
Development partners	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BUILD CAP RATE considers village contributi	7.06%					7.57%					

Rent roll													
Building	Unit	Sq. Feet	Rent per SF	1	2	3	4	5	6	7	8	9	10
	1	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	2	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	3	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Total Income		0	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ 6.12	\$ 6.24	\$ 6.37	\$ 6.49
APARTMENTS	Unit	Sq. Feet	Rent per SF	1	2	3	4	5	6	7	8	9	10
1 Bedroom 1 bath 729 sq ft	24	17496	\$ 18.96	\$ 331,724.16	\$ 338,358.64	\$ 345,125.82	\$ 352,028.33	\$ 359,068.90	\$ 366,250.28	\$ 373,575.28	\$ 381,046.79	\$ 388,667.72	\$ 396,441.08
2 Bedroom 2 bath 925 sq ft	12	11100	\$ 17.88	\$ 198,468.00	\$ 202,437.36	\$ 206,486.11	\$ 210,615.83	\$ 214,828.15	\$ 219,124.71	\$ 223,507.20	\$ 227,977.35	\$ 232,536.89	\$ 237,187.63
Apartment tenant	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Apartment Total Income		28596	\$ 18.54	\$ 530,192.16	\$ 540,796.00	\$ 551,611.92	\$ 562,644.16	\$ 573,897.04	\$ 585,374.99	\$ 597,082.49	\$ 609,024.14	\$ 621,204.62	\$ 633,628.71
Total Income				\$ 530,192.16	\$ 540,796.00	\$ 551,611.92	\$ 562,644.16	\$ 573,897.04	\$ 585,380.99	\$ 597,088.61	\$ 609,030.38	\$ 621,210.99	\$ 633,635.20
Total Income after Apartment CAM deduction				\$ 416,425.94	\$ 424,754.46	\$ 433,249.55	\$ 441,914.54	\$ 450,752.83	\$ 459,773.89	\$ 468,969.37	\$ 478,348.76	\$ 487,915.73	\$ 497,674.05
Total Income after R. E. tax deduction				\$ 356,425.94	\$ 344,754.46	\$ 351,649.55	\$ 358,682.54	\$ 365,856.19	\$ 373,179.32	\$ 380,642.90	\$ 388,255.76	\$ 396,020.88	\$ 403,941.30

CAM, Annual expenses

Fire Monitoring	\$ 1,320.00	
Insurance	\$ 5,000.00	
Electricity	\$ 6,000.00	
Water	\$ 11,800.00	
Lawn care	\$ 4,500.00	
Snow plow	\$ 6,000.00	
building maintenance and reserve	\$ 9,900.00	for years 1-3, after will have to be adjusted,
Vacancy Factor 5%	\$ 26,509.61	however, the rent has an escalator which will increase
Property Management 5%	\$ 26,509.61	more than the maintenance and reserve increase
Concessions	\$ 6,327.00	so the number for the maintenance shown is accurate.
marketing and advertising	\$ -	In management agreement
turnover	\$ 9,900.00	

RE Tax has a annual 3% increase

CAM has a annual 2% increase

Rental Rate escalator 2% increase annually

PSF/Monthly rental rate 1 bdrm	\$ 1.580
PSF/Monthly Rental rate 2 bdrm	\$ 1.49
1 bd	729
2 bd	925
rent 1 bd	\$ 1,151.82
rent 2 bd	\$ 1,378.25

Total CAM \$ 113,766.22

Description of Work	Contractor	Contract Amount	Changes + / (-)	Contract Amount + Changes	Previously Paid by Owner.	Previously Paid by Bank	Current Dollars Submitted for Payment	Balance to-Complete
								-
Architectural Fees	Architects 127	-		-	-		-	-
Appliances	Lowes	91,000.00	-	91,000.00		-	-	91,000.00
Bathroom accessories	United	13,500.00	-	13,500.00		-	-	13,500.00
Closet shelving	United	7,000.00		7,000.00				7,000.00
Carpentry Rough/Components	Lowes /United	184,000.00		184,000.00		-	-	184,000.00
carpentry rough material garages	Lowes / United	-		-				-
Carpentry Rough/Labor	BNS	170,000.00	-	170,000.00		-	-	170,000.00
Carpentry Trim materials	Lowes	16,000.00		16,000.00				16,000.00
Countertops granite / cultured marble	Marble works	49,500.00		49,500.00				49,500.00
Cabinets	Crawford	85,000.00		85,000.00			-	85,000.00
Concrete	Tynis	150,500.00	-	150,500.00			-	150,500.00
Carpentry Trim - Labor/door labor	BNS	65,000.00		65,000.00			-	65,000.00
Cleaning	Clean	8,000.00	-	8,000.00		-	-	8,000.00
Carpentry labor carports and garages	BNS	-	-	-			-	-
Demolition	BNS	-	-	-		-	-	-
Doors Interior (doors, l, hardware)	United / Lowes	32,000.00		32,000.00			-	32,000.00
Drywall / Gypsum	Four Seasons Drywall	160,000.00	-	160,000.00			-	160,000.00
Dumpsters (5)	United	10,000.00	-	10,000.00			-	10,000.00
Electricity, Building only	Altered Electric	230,000.00		230,000.00		-	-	230,000.00
Electric lighting fixtures	United	11,500.00		11,500.00				11,500.00
Lifts	United	10,000.00		10,000.00				10,000.00
Fire Alarm System	Tyco	40,000.00	-	40,000.00		-	-	40,000.00
Fire Extinguishers	United	1,800.00		1,800.00			-	1,800.00
Fire Protection - Sprinkler System	Liberty Fire	120,000.00	-	120,000.00		-	-	120,000.00
Flooring	Area	144,000.00	-	144,000.00		-	-	144,000.00
Garage door overhead	Ultimate	-		-				-
Glass/Glazing	Lowes, bsmt wdws, ext doors and w	153,000.00		153,000.00		-	-	153,000.00
Side lighs material and labor, framing	N/A	-	-	-			-	-
HVAC	Comfort tech	180,000.00		180,000.00		-	-	180,000.00
Insulation (and fire sealing)	United	60,328.00	-	60,328.00		-	-	60,328.00
Low voltage,running of conduit only	Altered Electric	-		-				-
Masonry	Xcellent	75,000.00	-	75,000.00			-	75,000.00
Gutters	Last Stop	18,640.00		18,640.00			-	18,640.00
Mailboxes	United	6,000.00	-	6,000.00			-	6,000.00
Painting	Graduate	120,000.00	-	120,000.00		-	-	120,000.00
Water Meters	United	-	-	-		-	-	-
Plumbing / concrete cut / Gas Pipe	Lifeline	315,000.00		315,000.00		-	-	315,000.00
Stairs	Amron	4,800.00	-	4,800.00		-	-	4,800.00
Roofing	Last Stop	65,000.00		65,000.00				65,000.00
window coverings	Wizard of windows	15,000.00	-	15,000.00		-	-	15,000.00
Siding	Lowes / BNS	126,000.00	-	126,000.00		-	-	126,000.00
Total Construction		\$ 2,737,568.00	-	\$ 2,737,568.00	\$ -	\$ -	-	2,737,568.00
Contingency		\$ 123,190.56	\$ -	\$ 123,190.56				123,190.56
Gen Conditions, sup fee, profit and overhead		\$ 429,113.78	-	\$ 394,113.78		-	\$ -	394,113.78
		\$ 3,289,872.34	\$ -	\$ 3,254,872.34		\$ -	\$ -	\$ 3,254,872.34
Total Construction Cost		\$ 3,289,872.34	\$ -	\$ 3,254,872.34	\$ -	\$ -	\$ -	\$ 3,254,872.34

Item	KIND OF WORK OR MATERIALS	CONTRACTOR'S NAME	Contract amount	Change Orders	Total Contract	Previously Paid by owner	Previously Paid by Bank	Amount Requested	BALANCE DUE OR TO BECOME DUE AFTER THIS PAYMENT
105851 sq ft of land									
L90	Asphalt / 10" stone, stripe,	Chadwick	\$95,000.00		\$95,000.00				\$95,000.00
L100	Backfill, see L240		\$0.00		\$0.00				\$0.00
L110	Cleaning		\$0.00		\$0.00				\$0.00
L120	Concrete		\$0.00		\$0.00				\$0.00
L130	Concrete Flatwork	Chadwick	\$26,000.00		\$26,000.00				\$26,000.00
L140	Conduits for phone service - See Sleeving for utilities (LB)		\$0.00		\$0.00				\$0.00
L150	Curb B6.12 around perimeter of building site, three sides	see line L 90	\$48,000.00		\$48,000.00				\$48,000.00
L160	Cut concrete curbs		\$0.00		\$0.00				\$0.00
L170	Concrete sidewalks included in L150	see line L 90	\$0.00		\$0.00				\$0.00
L180	Deck and Patio		\$0.00		\$0.00				\$0.00
L190	Demolition - Site	Albrecht	\$20,000.00		\$20,000.00				\$20,000.00
L200	Dewatering		\$0.00		\$0.00				\$0.00
L210	Drain Tile		\$0.00		\$0.00				\$0.00
L220	Driveway, grind and resurface	Incl in L90	\$0.00		\$0.00				\$0.00
L230	Driveways Base Stone temp and extra		\$0.00		\$0.00				\$0.00
L240	Excavation for bldg, balance excess, backfill	Albrecht	\$48,000.00		\$48,000.00				\$48,000.00
L250	Erosion control	AAA	\$1,800.00		\$1,800.00				\$1,800.00
L260	Excavation / / site work/ topsoil respread incl in line 250	albrecht	\$0.00		\$0.00				\$0.00
L265	Excavation Detention ponds	Albrecht	\$60,000.00		\$60,000.00				\$60,000.00
L266	Fencing - silt	AAA	\$3,200.00		\$3,200.00				\$3,200.00
L270	Fencing temporary	Federal	\$6,000.00		\$6,000.00				\$6,000.00
L285	Holes, Boring 7 for parking lot lights, see L345	Tynis	\$0.00		\$0.00				\$0.00
L287	Inspection - Site		\$0.00		\$0.00				\$0.00
L290	Interest expense		\$0.00		\$0.00				\$0.00
L295	Irrigation		\$45,000.00		\$45,000.00				\$45,000.00
L300	Land Costs		\$0.00		\$0.00				\$0.00
L305	Landscape design fees	Nierman	\$0.00		\$0.00				\$0.00
L310	Landscaping - Plantings allowance	Nierman	\$50,000.00		\$50,000.00				\$50,000.00
L312	Landscaping - Sprinkler		\$0.00		\$0.00				\$0.00
L320	Lighting - Parking Lot Electric in building electric bid for 7 lights	marks	\$6,900.00		\$6,900.00				\$6,900.00
L330	Lighting - Poles, Fixtures and Wall Pacs	Marks	\$15,000.00		\$15,000.00				\$15,000.00
L345	Light Post Footings (24" sono tube concrete	Tynis Concrete	\$6,000.00		\$6,000.00				\$6,000.00
L350	Misc TI		\$0.00		\$0.00				\$0.00
L360	Permit, site development allowance	Carpentersville	\$0.00		\$0.00				\$0.00
L365	Phase I		\$0.00		\$0.00				\$0.00
L367	Playground Equipment & Structures		\$0.00		\$0.00				\$0.00
L380	Parking lot striping included in asphat #	Chadwick	\$0.00		\$0.00				\$0.00
L385	Real Estate Taxes		\$0.00		\$0.00				\$0.00
L390	Sewer (Sanitary) undergrounds reconnection	Merryman	\$55,000.00		\$55,000.00				\$55,000.00
L391	Sewer (storm) Connection , conversion	See line 440	\$0.00		\$0.00				\$0.00
L395	Sign - Directional		\$0.00		\$0.00				\$0.00
L396	Sign - Monument	N/A	\$7,500.00		\$7,500.00				\$7,500.00
L397	Sign - Temporary	Hughes	\$0.00		\$0.00				\$0.00
L398	Sign - Wall (Outside)		\$0.00		\$0.00				\$0.00
L400	Site Engineering and landscape review by village of LITH	East Dundee	\$0.00		\$0.00				\$0.00
L405	Sleeving for utilities, in bldg elec bid by marks	Marks	\$6,000.00		\$6,000.00				\$6,000.00
L407	Snow Plowing		\$0.00		\$0.00				\$0.00
L410	Soil - remove unsuitable soils / stone, incl in line 250	Albrecht	\$0.00		\$0.00				\$0.00
L430	Storm sewer connection		\$0.00		\$0.00				\$0.00
L440	Storm Sewer / see L391	Merryman	\$60,000.00		\$60,000.00				\$60,000.00
L450	Surveys & Engineering - Civil Engineering	Haeger Engineering	\$0.00		\$0.00				\$0.00
L455	Site dumpster doors	Franks Welding	\$4,000.00		\$4,000.00				\$4,000.00
L456	Testing - Soil	Allowance	\$2,500.00		\$2,500.00				\$2,500.00
L460	Trash Enclosure	xcellent	\$16,000.00		\$16,000.00				\$16,000.00
L470	Concrete trash enclosure	Chadwick	\$2,000.00		\$2,000.00				\$2,000.00
L475	Utility Connection & Pads for Site COM-ED	Comm Ed	\$12,000.00		\$12,000.00				\$12,000.00
L476	Utility Connection NICOR	Nicor	\$2,500.00		\$2,500.00				\$2,500.00
L477	Tree Removal	Albrecht	\$0.00		\$0.00				\$0.00
L478	Trench Drain R and R	Merryman	\$0.00		\$0.00				\$0.00
L480	Water service and connections connections	Merryman	\$68,000.00		\$68,000.00				\$68,000.00
	SUBTOTAL		\$666,400.00	\$0.00	\$666,400.00	\$0.00	\$0.00	\$0.00	\$666,400.00
	Contingency		\$33,320.00		\$33,320.00	\$0.00		\$0.00	\$33,320.00
	Gen. Cont. Profit & Overhead	United	\$104,958.00		\$104,958.00	\$0.00		\$0.00	\$104,958.00
	TOTAL		\$723,589.00	\$0.00	\$723,589.00	\$0.00	\$0.00	\$0.00	\$723,589.00

Permits and fees				Cost per unit	
Kane County Impact Fee			\$ 18,032.00	\$	500.89
Building Permit			\$ 44,957.00	\$	1,248.81
Improvement Fee			\$ 117,200.00	\$	3,255.56
Village impact fee		\$ -	\$ -	\$	-
Electrical Permit			\$ -	\$	-
Water Meters	2	\$ 1,731.00	\$ 3,462.00		
Park Fees 2 Bedroom	12	\$ 1,265.00	\$ 15,180.00	\$	1,265.00
Park Fees 1 Bedroom	24	\$ 1,160.00	\$ 27,840.00	\$	1,160.00
Fire District Impact	36	\$ 363.00	\$ 13,068.00	\$	363.00
School fee 2 Bedroom	12	\$ 492.00	\$ 5,904.00	\$	492.00
School fee 1 Bedroom	18	\$ -	\$ -	\$	-
Municiple impact fee 1 and 2 bedroom	36	\$ 1,249.00	\$ 44,964.00	\$	1,249.00
Municiple impact fee commercial	0	\$ 6,395.00	\$ -	\$	-
Sanitary fees, (see attached sheet from E. Dund	36	\$ 3,850.00	\$ 173,800.00	\$	4,827.78
Water fees, (see attached sheet from E. Dundee	36	\$ 4,350.00	\$ 196,600.00	\$	5,461.11
Village Engineering Fee and review fees			\$ 28,000.00		
Total fees			\$ 689,007.00	\$	19,139.08

Soft cost

Architectural Fees			\$ 10,000.00	\$	277.78
Engineering, Topo and Survey			\$ 40,000.00	\$	1,111.11
Landscape design			\$ 2,500.00	\$	69.44
Legal and Closing cost			\$ 7,853.10	\$	218.14
Interest Carry & Reserve			\$ 100,000.00	\$	2,777.78
Marketing			\$ 4,000.00	\$	111.11
Appraisal			\$ 2,500.00	\$	69.44
Developer Fee			\$ -	\$	-
Brokerage			\$ -	\$	-
Review Fees			\$ -	\$	-
Leasing expense			\$ 10,000.00	\$	277.78
Signage			\$ 2,000.00	\$	55.56
Feasibility Study			\$ 4,750.00	\$	131.94
Temporary Utilities			\$ 5,400.00		
LC fee			\$ -	\$	-
Owners liability ins			\$ 4,000.00	\$	111.11
Financing fee			\$ 39,100.00	\$	1,086.11
Sprinkler fee to FSCI			\$ 3,000.00	\$	83.33
			\$ 235,103.10	\$	5,211.20
Total permits and fees			\$ 924,110.10	\$	25,669.73

EXHIBIT E

ELIGIBLE REDEVELOPMENT PROJECT COSTS

TIF Eligible Redevelopment Project Cost Description	Redevelopment Project Cost Category Under 65 ILCS 5/11-74.4-3(q)	Amount
Land Acquisition Costs for the Property	Property assembly costs, including but not limited to acquisition of land and other property, real or personal – 65 ILCS 5/11-74.4-3(q)(2)	\$360,000
Site Preparation Costs for the Project	site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land – 65 ILCS 5/11-74.4-3(q)(2)	\$30,000

Plote Property
855 E. Main Street Apartments
11/20/2019 - FINAL

TIF Revenue Analysis

Calendar Year	Fiscal Year	Year	Estimated EAV Increase	Estimated TIF Increment	Estimate Library Share	Estimate School District Share	Available TIF	Developer %	Estimated Developer Share	Estimated Village Share
2019	2020	Year 1	998,896	-	-	-	-	-	-	-
2020	2021	Year 2	1,008,885	-	-	-	-	-	-	-
2021	2022	Year 3	1,018,974	-	-	-	-	-	-	-
2022	2023	Year 4	1,029,164	97,771	1,955	24,443	71,372	75%	53,529	17,843
2023	2024	Year 5	1,039,455	98,748	1,975	24,687	72,086	75%	54,065	18,022
2024	2025	Year 6	1,049,850	99,736	1,995	24,934	72,807	75%	54,605	18,202
2025	2026	Year 7	1,060,348	100,733	2,015	25,183	73,535	75%	55,151	18,384
2026	2027	Year 8	1,070,952	101,740	2,035	25,435	74,271	75%	55,703	18,568
2027	2028	Year 9	1,081,661	102,758	2,055	25,689	75,013	75%	56,260	18,753
2028	2029	Year 10	1,092,478	103,785	2,076	25,946	75,763	75%	56,823	18,941
2029	2030	Year 11	1,103,403	104,823	2,096	26,206	76,521	75%	57,384	19,137
Total TIF Revenue				810,094	16,202	202,524	591,369		390,000	201,369

Estimated Total TIF Revenue	810,094
Estimated School and Library Share	218,726
Estimated Total TIF Revenue (less School and Library)	591,369
TIF Reimbursement Cap	390,000
Estimated TIF Revenue to Village	201,369

Assumptions

Base EAV	1,104
EAV Escalator	1%
Taxable Value	3,000,000
Estimated EAV	1,000,000
Estimate EAV Increase	998,896
Tax Rate	9.5%
Buildings constructed before June 2020	
Library Exp Per Capita (42.65/capita, 2% cap)	
School District (25% cap)	