



ADDENDUM REGULAR VILLAGE BOARD MEETING

September 8, 2020
7:00 PM

6. CONSENT AGENDA

- s. Consideration to adopt Resolution No. 69-20 authorizing the Mayor and Village Clerk to execute an Amendment to the Redevelopment Agreement between the Village of Elk Grove and Elk Grove Holdings, LLC.

(The Village of Elk Grove entered into a Redevelopment Agreement with Elk Grove Holdings, LLC on June 19, 2018 to re-tenant the vacant anchor space last held by Dominick's at the Elk Grove Town Center.

(This Amendment allows the Developer to divide the remaining vacant area of the Project into multiple stores or facilities as agreed to by the Village in addition to Developer's 18,000 square foot Planet Fitness facility.

(Additionally, this Amendment sets forth new obligations for the Developer with regard to occupancy and sales tax receipts in order to receive financial assistance from the Village.

(The Village Attorney recommends approval.)

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Clerk, preferably no later than five days before the meeting.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT (PLANET FITNESS)

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

Section 1: That the Mayor be and is hereby authorized to sign the attached documents marked:

**AMENDMENT TO THE REDEVELOPMENT AGREEMENT
(PLANET FITNESS)**

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said document upon the signature of the Mayor.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: _____ NAYS: _____ ABSENT: _____

PASSED this _____ day of _____ 2020.

APPROVED this _____ day of _____ 2020.

APPROVED:

**Mayor Craig B. Johnson
Village of Elk Grove Village**

ATTEST:

Loretta M. Murphy, Village Clerk

AMENDMENT TO THE REDEVELOPMENT AGREEMENT

WHEREAS, The Village of Elk Grove Village and Elk Grove Holding, LLC (Developer) (collectively, the Parties) have previously entered into a Redevelopment Agreement on June 19, 2018 with respect to property located in the Elk Grove Town Center; and

WHEREAS, Elk Grove Holdings, LLC assigned its entire right, title and interest in and to the Redevelopment Agreement to South London Holdings, LLC; and

WHEREAS, due to circumstances which have occurred subsequent to the effective date of said Agreement, the Parties have determined it to be in their respective best interests to amend the Agreement as hereinafter set forth; and

WHEREAS, the Vacant Store, as defined in the initial Redevelopment Agreement, currently consists of an 18,000 square foot Fitness Facility and approximately 55,000 square feet which remains vacant and which Developer has indicated that a substantial portion thereof will be developed into two new retail facilities-a PPE retail store of approximately 31,000 square feet and a Dollar Tree retail facility of approximately 9,500 square feet.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed by and between the Parties that the Redevelopment Agreement be amended as follows:

1. That Section 3.01 General Description of Project be amended to permit Developer to divide the remaining vacant area of the Project into multiple stores or facilities as agreed to by the Village in addition to Developer's 18,000 square foot Fitness Facility.
2. That Section 5.01ii pertaining to financial assistance by the Village be amended by granting Developer a payment of Seven Hundred Fifty Thousand Dollars (\$750,000) contingent on Developer obtaining Certificates of Occupancy for the PPE retail facility and the Dollar Tree Facility and that the 18,000 square foot Fitness Facility remains fully operational, payment to be made as follows:
 - A. \$569,000, payable within ten (10) business days after a Certificate of Occupancy is issued for the entire PPE retail facility.

- B. \$181,000, payable within ten (10) business days after a Certificate of Occupancy is issued for the Dollar Store Retail Facility.
 - C. Developer will use its best effort to have both Certificates of Occupancy prior to December 31, 2020 provided that should that not occur, Developer will remain eligible for the final reimbursement set forth in Paragraph 3 below.
3. If Developer has complied with the obligations set forth in Section 5.01ii as amended, Developer will be eligible for a final TIF Improvement Reimbursement payment of Seven Hundred Fifty Thousand Dollars (\$750,000) provided that a third Certificate of Occupancy has been issued for the third facility in the Vacant Store, payable as follows:
- A. On May 1, 2021, upon receipt by the Village of a minimum of \$50,000 of sales tax from the dates of occupancy of any retail facilities Sales Tax, the Village will pay Developer a pro-rated amount based upon a quotient wherein the numerator is the amount of Sales Tax received by the Village prior to May 1, 2021 and the denominator is \$110,000 times \$750,000.
 - B. Upon receipt of the total \$110,000 of Sales Tax, the receipt of which must occur prior to November 30, 2021, a final payment of the remaining balance of the \$750,000.
 - C. Should the Village not receive a minimum of \$50,000 of Sales Tax by May 1, 2021, the Village shall have no obligation to make the payment set forth in Paragraph A above. Thereafter, payment of the \$750,000 will be made in its entirety at time the Village receives a total of \$110,000 of Sales Tax, which receipt must occur prior to November 30, 2021. Should the Village not receive the anticipated amount of Sales Tax of \$110,000 by November 30, 2021, the Village will pay Developer a pro-rated amount based upon a quotient wherein the

numerator is the amount of Sales Tax received by the Village through November 30, 2021 and the denominator is \$110,000 times \$750,000.

- 4. That the payment and time requirements presently set forth in Section 5.01 are hereby superseded by the amendments set forth herein.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES, ILLINOIS, an Illinois Municipal Corporation

BY: _____ Mayor Craig B. Johnson

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of the Village of Elk Grove Village, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, respectively appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein; and the said Village Clerk then there acknowledged that he/she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes set forth therein.

Witness my hand and notarial seal this _____ day of _____, 2020.

Notary Public

My Commission Expires

(Seal)

ELK GROVE HOLDINGS, LLC

BY [Signature]
Its: Bryan Rishforth, Managing Member

ATTEST:

[Signature]

STATE OF Pennsylvania)
COUNTY OF Montgomery)

SS.

I, BYONG LEE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that BRYAN RISHFORTH, [Signature], and ELK GROVE HOLDINGS, LLC an Illinois Real Estate Holding Company, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Produce a PA PRIVATE LICENSE, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 27th day of August, 2020.

[Signature]
Notary Public

My Commission Expires: 04/02/2023

(Seal)

Commonwealth of Pennsylvania-Notary Seal
Byong Lee, Notary Public
Montgomery County
My Commission Expires April 2, 2023
Commission Number 1289688