

Ordinance No. 09- 34

AN ORDINANCE APPROVING AN AGREEMENT FOR PRIVATE REDEVELOPMENT BETWEEN THE VILLAGE OF CHATHAM AND KEMP INDUSTRIAL REFRIGERATION, INC.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: That certain Agreement for Private Redevelopment Between the Village of Chatham and Kemp Industrial Refrigeration, Inc., which is attached hereto, is hereby approved.

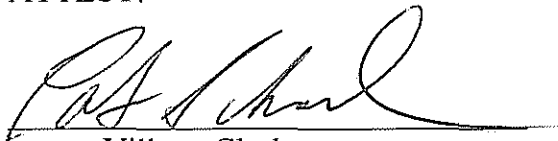
SECTION 2: The President of the Village is authorized and directed to approve said agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 28 day of JULY, 2009.

VILLAGE PRESIDENT

ATTEST:



Village Clerk



HERR, MAU, BOYLE
AYES: 6 REYNOLDS, KAVANAGH, SCHATTEMAN
NAYS: 0

PASSED: 7-28-09
APPROVED: 7-28-09

ABSENT: 0

This space for Recorder of Deeds

**AGREEMENT FOR PRIVATE REDEVELOPMENT BETWEEN
THE VILLAGE OF CHATHAM AND
KEMP INDUSTRIAL REFRIGERATION, INC.**

This Agreement is entered into on this 28 day of July, 2009 by and between the Village of Chatham, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and Kemp Industrial Refrigeration, Inc., an Illinois corporation. (hereinafter referred to as "Redeveloper").

WHEREAS, pursuant to the Tax increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., (the "Act"), the Village adopted the Village of Chatham Tax Increment Redevelopment Project Area and Redevelopment Plan and Project dated November 24, 1992 (the "Redevelopment Plan").

WHEREAS, the Redevelopment Plan includes an area referred to therein as the "Redevelopment Project Area"; and

WHEREAS, Redeveloper is the record owner of certain property commonly known as 1 Kemp Drive, Chatham, Illinois, having a legal description of **Lot 4, Kemp Industrial Park,**

Chatham, Illinois (the "Property"), and the Property is within the Redevelopment Project Area;
and

WHEREAS, Redeveloper proposes to resubdivide the Property in accordance with a Sketch Plan of Resubdivision, which, together with a cost estimate, is attached hereto as Exhibit A; (the "Sketch Plan");

WHEREAS, Redeveloper has contacted with a third party to sell Lot 4C as depicted on the Sketch Plan, and the third party proposes to develop Lot 4C for industrial or commercial uses;

WHEREAS, Redeveloper proposes to market the remaining lots depicted on the Sketch Plan to commercial or industrial users;

WHEREAS, as depicted on the Sketch Plan, Redeveloper proposes to dedicate an extension of Kemp Drive to the Village along with certain easements depicted thereon, and intends to provide for a 45 foot wide detention basin with concrete swale on Lot 1000; the swale is intended to drain the Property and improve drainage in adjoining areas;

WHEREAS, the Village desires to assist the development of the Property by constructing at its cost the public infrastructure therein (defined as and limited to roadway, curb, gutter and sidewalk, electric, streetlight, sanitary sewer and storm sewer improvements) (the "Public Infrastructure") in conformance with the standards of the Village's subdivision ordinance; the locations of the Public Infrastructure is noted on the Sketch Plan; the Public Infrastructure and swale are further described in that certain set of Construction Plans dated August, 2009 developed by Greene & Bradford which is incorporated herein by reference;

WHEREAS, the Village further desires to assist the development of the Property and improve drainage in adjoining areas of the Village by constructing at its cost the detention basin

and concrete swale depicted on Lot 1000 in conformance with the standards of the Village's subdivision ordinance;

WHEREAS, it does not appear that the redevelopment would occur without the Village's assistance from its Tax Increment Financing Program; and

WHEREAS, the Village believes that the completion of the Redevelopment Project pursuant to the plan is in best interests of the Village and the health, safety, morals, and welfare of the residents of the Village of Chatham and it is in accord with public purposes, the Act, and any other applicable provisions of federal, state, and local laws;

NOW, therefore, in consideration of the foregoing and of the mutual promises, covenants and conditions set forth herein, the parties hereto hereby agree as follows:

1. The preambles set forth above are hereby incorporated into and made a part of this agreement.
2. Within 60 days hereof, Redeveloper shall submit to the Village a Preliminary Plan and Final Plat of Resubdivision of the Property. After consideration of the Preliminary Plan and Final Plat in accordance with the Subdivision Ordinance, approval thereof by the Village and recordation by Redeveloper, and weather permitting, the Village shall at its expense and on or before November 30, 2009:
 - a. construct or cause the construction of Kemp Drive and the other Public Infrastructure depicted on the Sketch Plan, to the standards of the Village Subdivision Ordinance.
 - b. construct or cause the construction of the detention basin and 45 ft. wide concrete swale on Lot 1000 as depicted on the Sketch Plan, to the standards of the Village Subdivision Ordinance.

The costs thereof shall be paid by the Village from its Tax Increment Allocation Fund.

3. The Village hereby waives the requirement set forth in the Subdivision Ordinance of any bond with respect to the Public Infrastructure and the swale on Lot 1000.

4. Recordation of the Final Plat and accompanying subdivision covenants shall constitute dedication by Redeveloper of the easements, rights of way and Public Infrastructure, together with a temporary construction easement encumbering the entire Property necessary for the construction of the Public Infrastructure and swale, and the fact of the dedication will be noted on the final plat and in the subdivision covenants.

5. The Village shall not unreasonably withhold approval of the Final Plat of Resubdivision so long as:

a. it is in accordance with the Sketch Plan and conforms in all respects with the Subdivision Ordinance;

b. it is accompanied by covenants reasonably satisfactory to the Village providing for ownership of Lot 1000 by a lot owners association, providing for perpetual maintenance of the concrete swale located thereon by Redeveloper and then by the association after conveyance of Lot 1000 to the Association, and providing that the swale may be used to drain adjoining areas of the Village. The Village shall be a third party beneficiary of the covenants and will have the authority to enforce the covenants and compel the owner of the swale to maintain the swale.

6. After its construction by the Village, the concrete swale on Lot 1000 shall be the sole property of Redeveloper or the property owners association after its conveyance to association, which shall have sole maintenance responsibilities in connection therewith.

7. This agreement shall in no way make Redeveloper and the Village partners or joint venturers, or in any way obligate the Village for any obligations of Redeveloper to any third party.

8. Redeveloper warrants that it is the sole fee owner of the Property. Redeveloper warrants that the Property is free and clear of all liens, or that all liens encumbering any area in which Public Infrastructure will be placed will be removed prior to recordation of the Final Plat.

9. The terms, conditions, covenants and obligations of this agreement shall run with the Property, and shall be binding on and shall inure to the benefit of the successors, heirs, and assigns of the parties. The Village may record this agreement with the Recorder of Deeds, Sangamon County, Illinois. Redeveloper shall make express reference to this agreement in the covenants respecting the Property, and the covenants shall provide that all lots created by the resubdivision are subject to this Agreement.

10. The sole remedy for breach of this agreement shall be an action for specific performance; in no event shall either party be liable to the other for any monetary damages whatsoever.

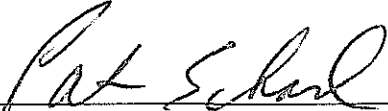
11. This agreement is the entire agreement of the parties with respect to its subject matter. All prior agreements and understandings are expressly disclaimed. This agreement shall be effective upon its approval by ordinance of the Village and execution by the parties. This agreement may be amended only in writing signed by all the parties and approved by ordinance of the Village.

VILLAGE OF CHATHAM, ILLINOIS,

By: _____
Thomas Gray, Village President

7-28-09
Date

ATTEST:



Patrick Schad, Village Clerk

KEMP INDUSTRIAL REFRIGERATION, INC.

By: _____ 7-28-09
President Date

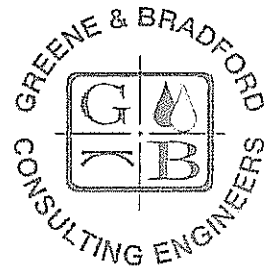
ATTEST:

Secretary

Exhibit A: Sketch Plan

GREENE & BRADFORD, INC.

3501 Constitution Drive
Springfield, Illinois 62711
(217) 793-8844
(217) 793-6227 Fax
www.greeneandbradford.com



June 29, 2009

MEMO TO: Village of Chatham

FROM: Greene & Bradford, Inc.

SUBJECT: KEMP T.I.F.

KEMP T.I.F. PROJECT EXPENSES – EXHIBIT B

Roadway/Water/Sewers Sidewalks	425' x 470/ft	200,000.00
Offsite Water/Sewer	620' x 80/ft	50,000.00
Drainage/Detention		
a. Excavation/Seeding/Temp		25,000.00
b. Concrete Swale	600' x 20/ft	12,000.00
c. 12" bore	500' x 50/ft	25,000.00
Re-Dredging Existing Ditch		<u>30,000.00</u>
	SUBTOTAL	342,000.00
Preliminary Plan, Platting/Survey		
Construction Plans/Inspection	@15%	50,000.00
Miscellaneous Fees, Legals, etc.		<u>8,000.00</u>
	PROJECT TOTAL	400,000.00

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

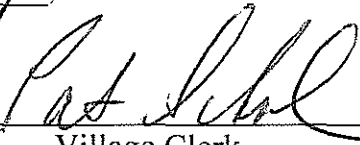
I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 09- 34, adopted by the President and Board of Trustees of said Village on the 28 day of JULY, 2009, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT FOR
PRIVATE REDEVELOPMENT BETWEEN THE VILLAGE
OF CHATHAM AND KEMP INDUSTRIAL REFRIGERATION, INC.**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 28 day of JULY, 2009.



Village Clerk