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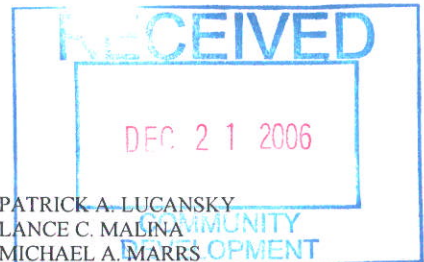
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MEMORANDUM

To: David Hulseberg, Assistant Village Manager/  
Director of Community Development, Village of Lombard

From: Tom Bayer, Village Attorney

Date: December 20, 2006

Subject: **Second Amendment to the Redevelopment Agreement Between the Village and Elmhurst Memorial Healthcare to Address the Termination Date of the Redevelopment Agreement in Light of the Further Extension of the Life of the Downtown TIF District**

**Via E-mail  
and U.S. Mail**

Per your request, enclosed please find a draft of the following Ordinance relative to the above-captioned matter:

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT  
TO REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE  
AND ELMHURST MEMORIAL HEALTHCARE IN REGARD TO THE  
REDEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS  
130 SOUTH MAIN STREET AND 6 WEST MAPLE STREET,  
AND AUTHORIZING THE SALE OF THE PROPERTY  
COMMONLY KNOWN AS 10 AND 24 WEST MAPLE STREET, AND  
THE ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS  
29 THROUGH 37 EAST ST. CHARLES ROAD, IN RELATION THERETO

The Second Amendment to the Redevelopment Agreement is attached to the Ordinance as Exhibit B.

Please note that, notwithstanding the changes which terminate the Amended Redevelopment Agreement effective December 31, 2011, pursuant to Section VI.C. of the Amended Agreement:

“The parties acknowledge that [as] real estate taxes are paid in arrears so that the Developer’s Share of TIF Incremental Revenue attributable to the last year of the term of this Agreement shall be paid to the Village and rebated to Developer subsequent to the termination of this Agreement, the Village’s obligation to pay Developer’s Share of TIF Incremental Revenue for such tax period shall survive the expiration or termination of this Agreement.”

As such, the Developer will, as originally intended, receive TIF incremental revenues from 2011, collected in 2012.

If there are any questions, please feel free to call.

encl.

cc: William T. Lichter, Village Manager (w/ encl.; via e-mail only)



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A SECOND AMENDMENT  
TO REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE  
AND ELMHURST MEMORIAL HEALTHCARE IN REGARD TO THE  
REDEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS  
130 SOUTH MAIN STREET AND 6 WEST MAPLE STREET,  
AND AUTHORIZING THE SALE OF THE PROPERTY  
COMMONLY KNOWN AS 10 AND 24 WEST MAPLE STREET, AND  
THE ACQUISITION OF THE PROPERTY COMMONLY KNOWN AS  
29 THROUGH 37 EAST ST. CHARLES ROAD, IN RELATION THERETO**

**BE IT ORDAINED**, by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. 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 from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3121, 3122 and 3123, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to and in accordance with the Act, on June 6, 2002, the corporate authorities of the Village adopted Ordinance Number 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as

Exhibit "B", in Regard to the Termination Date for the Village of Lombard's Downtown Tax Increment Financing District," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.

- E. The VILLAGE and the DEVELOPER previously entered into a Redevelopment Agreement, as approved by Ordinance Number 5411 adopted December 18, 2003, and dated December 18, 2003, (hereinafter referred to as the "ORIGINAL AGREEMENT"), pursuant to which the VILLAGE and the DEVELOPER agreed to certain terms and conditions relative to the redevelopment of a portion of the REDEVELOPMENT PROJECT AREA.
- F. The VILLAGE and the DEVELOPER previously entered into a First Amendment to the ORIGINAL AGREEMENT, as approved by Ordinance Number 5440 adopted March 4, 2004, and dated January 25, 2004 (hereinafter referred to as the "FIRST AMENDMENT"), pursuant to which the VILLAGE and the DEVELOPER agreed to certain amendments to the terms and conditions set forth in the ORIGINAL AGREEMENT for the redevelopment of a portion of the REDEVELOPMENT PROJECT AREA (the ORIGINAL AGREEMENT as amended by the FIRST AMENDMENT being hereinafter referred to as the "AMENDED AGREEMENT").
- G. The AMENDED AGREEMENT contemplates certain TIF monetary incentives, which are to be provided to the DEVELOPER, by the VILLAGE from TIF incremental revenues generated by the DEVELOPER'S redevelopment, through December 31, 2011, and received by the VILLAGE through 2012, said dates being the termination dates for the DOWNTOWN TIF DISTRICT as established by Ordinance Number 5145, adopted June 6, 2002, as referenced in subsection D above.
- H. Pursuant to and in accordance with the Act, on January 4, 2007, the corporate authorities of the VILLAGE adopted Ordinance Number \_\_\_\_\_, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, as Amended by Ordinance No. 5145 Adopted June 6, 2002, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B", in Regard to the Termination Date for the Village of Lombard's Downtown Tax Increment Financing District and Redevelopment During the Extended Life of Said Tax Increment Financing District Beyond Its Original Termination Date," for the VILLAGE'S DOWNTOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2023, subject to the receipt of 2023 incremental real estate tax revenues during 2024 (hereinafter referred to as the 'TIF PLAN AMENDMENT").



- I. Because of the wording of certain references within the AMENDED AGREEMENT, relative to the termination of the AMENDED AGREEMENT, the approval of the TIF PLAN AMENDMENT inadvertently has the effect of extending the TIF monetary incentives under the AMENDED AGREEMENT beyond the termination date thereof as agreed to by the DEVELOPER and the VILLAGE when the AMENDED AGREEMENT was approved (hereinafter referred to as the "UNINTENDED TIF REIMBURSEMENT").
- J. As a result of the foregoing, the VILLAGE and the DEVELOPER are in agreement that it is necessary to further amend the AMENDED AGREEMENT to eliminate the UNINTENDED TIF REIMBURSEMENT.
- K. The amendment to the AMENDED AGREEMENT attached hereto as EXHIBIT B and made part hereof (hereinafter referred to as the "SECOND AMENDMENT") amends the AMENDED AGREEMENT to eliminate the UNINTENDED TIF REIMBURSEMENT.
- L. In accordance with the TIF ACT it is in the best interest of, the VILLAGE to approve the SECOND AMENDMENT, so that the UNINTENDED TIF REIMBURSEMENT can be eliminated and redevelopment within the DOWNTOWN TIF DISTRICT can continue.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, the SECOND AMENDMENT attached hereto as EXHIBIT B is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to execute and deliver said SECOND AMENDMENT attached hereto as EXHIBIT B.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this \_\_\_\_ day of \_\_\_\_\_, 2007.

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to a roll call vote as follows:.

Passed on second reading this \_\_\_\_ day of \_\_\_\_\_, 2007.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_,  
2007.

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk



## **EXHIBIT A**

### **DOWNTOWN LOMBARD TIF DISTRICT REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION (as revised to take into account consolidations and resubdivisions since the formation of the TIF District in 1989)**

LOTS 1 AND 2 OF THE RESUBDIVISION OF LOT 6 OF BLOCK 27 OF THE ORIGINAL TOWN TO LOMBARD, LOTS 1, 2, 3, AND 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, THE NORTH 25 FEET OF LOT 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 IN CAVERNO'S SUBDIVISION, LOT 1 IN LOMBARD BIBLE CHURCH CONSOLIDATION PLAT, LOT 1 IN THE VILLAGE OF LOMBARD MAPLE STREET PLAT OF CONSOLIDATION, LOTS 1, 2, 3, 4, AND 5 IN OWNER'S SUBDIVISION IN BLOCK 18 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, AND 7 IN BLOCK 11 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 3, 4, 5, 6, 7, AND 11 IN BLOCK 10 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND 18 IN GROVE PARK SUBDIVISION 1ST ADDITION, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28 IN GROVE PARK SUBDIVISION, LOTS 1 AND 2 IN TIMKE'S RESUBDIVISION, LOTS 1, 2, 3, 4, AND 5 IN GROVE STREET ASSESSMENT PLAT, LOT 1 OF THE BELFAST CONSOLIDATION PLAT, LOT 43 EXCEPTING THE NORTH 20 FEET THEREOF IN ORCHARD SUBDIVISION, ALL OF THE LINCOLN TERRACE CONDOMINIUM, LOTS 1, 2, AND 3 IN THE SUBDIVISION OF OUTLOT 10 IN BLOCK 19 IN THE ORIGINAL TOWN OF LOMBARD, LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 5, 6, AND 7 OF J.B. HULL'S SUBDIVISION OF LOT 3 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1 AND 2 OF BLOCK 19 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, AND 3 IN ZITTS RESUBDIVISION, LOT 2 IN PARK VIEW POINTE RESIDENTIAL CONDOMINIUM, ALL OF PARK VIEW POINTE COMMERCIAL CONDOMINIUM, LOT 1 IN PARK VIEW POINTE RESUBDIVISION, LOTS 8, 9, 10, AND 11 IN HULL'S J.B. SUBDIVISION PART OF BLOCK 11 AND PART OF OUTLOT 4 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 10 AND 11 IN PARK MANOR CONDOMINIUM, ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

OF THAT PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET, 499.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 22 AND RUNNING THENCE EASTERLY TO A POINT ON THE CENTER LINE OF SAID BLOCK 22 THAT IS 386.6 FEET TO THE SOUTHERLY LINE OF SAID PARKSIDE AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY, LINE OF SAID PARKSIDE AVENUE TO THE EAST LINE OF MAIN STREET; THENCE SOUTH ON

THE EAST LINE OF MAIN STREET, 291.85 FEET TO THE PLACE OF BEGINNING, LOTS 1, 2, AND 3 IN JAMES' SUBDIVISION OF PART OF BLOCK 22 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 28, 29, 30, AND 31 OF PART OF BLOCK 22 IN N. MATSON & OTHERS RESUBDIVISION, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, AND 13 IN BLOCK 17 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 IN BLOCK 16 OF THE ORIGINAL TOWN OF LOMBARD, LOTS 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND 18 IN BLOCK 12 OF THE ORIGINAL TOWN OF LOMBARD, REGENCY GROVE CONDOMINIUMS, LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 IN BLOCK 18 OF H. O. STONE & COMPANY'S ADDITION TO LOMBARD, LOMBARD TOWER CONDOMINIUMS, CHARLOTTE-GARFIELD CONDOMINIUMS, INCLUDING ALL CHICAGO & NORTHWESTERN RAILROAD RIGHT-OF-WAY AND ALL PUBLIC RIGHTS-OF-WAY ADJACENT TO THE ABOVE-DESCRIBED PROPERTY ALL BEING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ALL IN DUPAGE COUNTY, ILLINOIS.



**EXHIBIT B**

**SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT  
FOR THE ELMHURST MEMORIAL HEALTHCARE DEVELOPMENT  
COMPRISING A PART OF THE DOWNTOWN TIF DISTRICT  
OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS**

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT is between the Village of Lombard, DuPage County, Illinois, a municipal corporation (hereinafter referred to as the "Village") and Elmhurst Memorial Healthcare, an Illinois not for profit corporation (hereinafter referred to as "Developer"), and is dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

**WITNESSETH:**

WHEREAS, pursuant to Ordinance No. 5411, adopted December 18, 2003, the Village and the Developer entered into a "Redevelopment Agreement for the Elmhurst Memorial Healthcare Development Comprising a Part of the Downtown TIF District of the Village of Lombard, DuPage County, Illinois" (hereinafter referred to as the "Redevelopment Agreement"); and

WHEREAS, pursuant to Ordinance No. 5440, adopted March 4, 2004, the Village and the Developer entered into a "First Amendment to Redevelopment Agreement for the Elmhurst Memorial Healthcare Development Comprising a Part of the Downtown TIF District of the Village of Lombard, DuPage County, Illinois" (hereinafter referred to as the "First Amendment") (the Redevelopment Agreement as amended by the First Amendment being hereinafter referred to as the "Amended Agreement"); and

WHEREAS, as a result of the Village's further extension of the life of the Downtown TIF District pursuant to Ordinance No. \_\_\_\_, adopted January 4, 2007, in combination with the wording used in the Amended Agreement relative to the tax increment financing monetary incentives provided thereby, said tax increment financing monetary incentives have inadvertently been extended beyond the date contemplated by the Village and the Developer when the Original Agreement and the First Amendment were entered into (hereinafter referred to as the "Unintended TIF Reimbursement"); and

WHEREAS, the Developer and the Village desire to further amend the Amended Agreement to eliminate the Unintended TIF Reimbursement; and

WHEREAS, it is in the best interests of the Village and the Developer to make the necessary amendments to the Amended Agreement to eliminate the Unintended TIF Reimbursement;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Section VI.A. of the Amended Agreement is hereby amended by revising the words, "during the remaining life of the Downtown TIF District," at the end of the first sentence thereof, to read, "through December 31, 2011."

2. That Section IX.C. of the Amended Agreement is hereby amended to read in its entirety as follows:

"The Village represents and warrants to the Developer that the Village's Downtown TIF District will remain in full force and effect through the term of this Agreement as referenced in Section XI. below."



3. That Section XI. of the Amended Agreement is hereby amended by revising the words, "at the termination of the Village's Downtown TIF District as required by the Act," to read, "on December 31, 2011."

4. That all other provisions of the Amended Agreement not amended hereby shall remain in full force and effect as if set forth fully herein.

VILLAGE OF LOMBARD,  
a municipal corporation

ELMHURST MEMORIAL HEALTHCARE,  
an Illinois not for profit corporation

By: \_\_\_\_\_  
William J. Mueller,  
Village President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien,  
Village Clerk

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary