

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, held at the Village Hall, in said Village, at 123 Madison Street, Oak Park, Illinois 60302, on the 19th day of March, 2018.

* * *

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees answered present: Andrews, Boutet, Moroney, Taglia and Tucker

The following were absent from the meeting: Button

The President and Board of Trustees then gave a public recital of the nature and purpose of the ordinance, which included a reading of the title aloud and an explanation that the Ordinance authorizes the Village to enter into a Second Amendment to Sales Tax Rebate Sharing Agreement - 1 Lake Street (formerly 412 North Austin Boulevard) (the "**Second Amended Agreement**"), by and between the Village of Oak Park, Cook County, Illinois (the "**Village**"), an Illinois municipal corporation and home-rule unit, and Gugly, Inc., an Illinois corporation d/b/a Pioneer Property Advisors (the "**Developer**").

Trustee Tucker then made a motion, which was seconded by Trustee Boutet that the Second Amended Agreement be approved:

AYE: Trustees Andrews, Boutet, Moroney, Taglia and Tucker, President Abu-Taleb

and the following Trustees voted **NAY:** None

The President declared the motion carried, and upon further discussion, Trustee N/A presented to the Village Clerk the following ordinance, which was read to the Village Board as follows:

AN ORDINANCE approving a Second Amendment to the Sales Tax Rebate Sharing Agreement with Gugly, Inc. for the Redevelopment of the Property Located at 1 Lake Street (formerly 412 North Austin Boulevard) Consistent with the Recommendation of the Oak Park Economic Development Corporation (Oak Park EDC0 and Authorizing its Execution

* * *

WHEREAS, the Village of Oak Park, Cook County, Illinois (the “**Village**”), a home rule unit of government has heretofore considered the potential for development and redevelopment of 1 Lake Street in the Village; and

WHEREAS, the President and Board of Trustees of the Village (the “**Corporate Authorities**”) have heretofore determined that it is in the best interests of the Village that a Sales Tax Rebate Sharing Agreement (the “**Sales Tax Agreement**”) specifically pertaining to 1 Lake Street (formerly 412 North Austin Boulevard), be executed by the Village; and

WHEREAS, the Corporate Authorities have heretofore, and it hereby is, determined that additional mutual understandings on the status of the completion of the construction and occupancy of the Facility (as defined in the Sales Tax Rebate Sharing Agreement) be set forth and it is in the best interests of the Village that the proposed Second Amendment to the Sales Tax Agreement by and between the Village and the Developer be executed; and

WHEREAS, the Original Sales Tax Agreement, First Amendment to the Sales Tax Agreement and Second Amendment to the Sales Tax Agreement are on file and available to the general public in the office of the Village Clerk:

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, as follows:

Section 1. Preambles. The preambles above are incorporated herein by this reference as if set out in this section in full.

Section 2. Second Amended Agreement. The Second Amendment to the Sales Tax Agreement, in substantially the form presented to the President and Board of Trustees at this meeting and attached hereto as Exhibit A, and the same hereby is, approved, and the Village Manager and Village Clerk are hereby authorized and direct to execute the same, with such additions, completions, omissions, insertions or revisions as they shall, in their sole discretion and without further official action of the Corporate Authorities, determine.

Section 3. Repealer. All Ordinances or parts of Ordinances in conflict herewith are expressly repealed.

Section 4. Savings Clause. In the event any portion of this Ordinance is declared to be void, that such other parts or remainder of this Ordinance shall not be adversely affected and shall otherwise remain effective and valid.

Section 5. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by authority of the Corporate Authorities.

Section 6. Adoption Clause. This Ordinance shall be in full force and effect from and after its approval, adoption and publication as required by law.

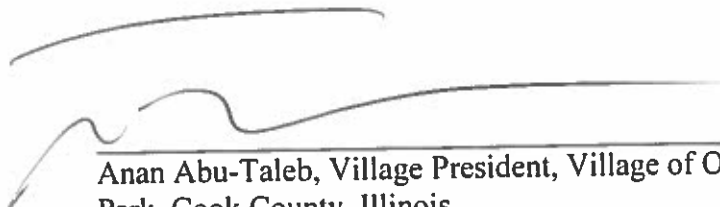
AYE: Trustees Andrews, Boutet, Moroney, Taglia and Tucker; President Abu-Taleb

NAY: None

ABSENT: Trustee Button

ADOPTED: March 19, 2018


APPROVED AND ADOPTED: March 19, 2018


Anan Abu-Taleb, Village President, Village of Oak Park, Cook County, Illinois

Recorded in Village Records: March 19, 2018

Published in pamphlet form by authority of the President and Board of Trustees at the Village Hall on March 19, 2018.

Attest:


Vicki Scaman, Village Clerk, Village of Oak Park
Cook County, Illinois

Attachment:

Exhibit A – Second Amendment to the Sales Tax Rebate Sharing Agreement - 1 Lake Street
(formerly 412 North Austin Boulevard)

Trustee Tucker moved and Trustee Boutet seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full and complete discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the Village President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustee voted


AYE: Trustees Andrews, Boutet, Moroney, Taglia and Tucker; President Abu-Taleb

NAY: None

Whereupon the Village President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and the Board of Trustees of the Village.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.



Vicki Scaman, Village Clerk, Village of Oak Park,
Cook County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

**CERTIFICATION OF ORDINANCE AND MINUTES AND
PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Oak Park, Cook County, Illinois (the "**Village**"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the "**Corporate Authorities**") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the Corporate Authorities held on the 19th day of March, 2018, insofar as same relates to the adoption of an ordinance (the "**Ordinance**") numbered 18-357 and entitled:

AN ORDINANCE approving a Second Amendment to the Sales Tax Rebate Sharing Agreement for the Redevelopment of the Property Located at 1 Lake Street (formerly 412 North Austin Boulevard) Consistent with the Recommendation of the Oak Park Economic Development Corporation and Authorizing its Execution

a true, correct and complete copy of which the Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as Exhibit A, that notice of said meeting was duly given to all news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Municipal Code of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, that the Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

I do further certify that the Ordinance was published by authority of the Corporate Authorities in pamphlet form on the 19th day of March, 2018, and the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village, this 19th day of March, 2018.

Vicki Scaman
Vicki Scaman, Village Clerk



EXHIBIT A

**SECOND AMENDMENT TO THE
SALES TAX REBATE SHARING AGREEMENT**

between the

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

and

GUGLY, INC.

dated as of the

19th day of March, 2018

**VILLAGE OF OAK PARK, ILLINOIS
1 LAKE STREET (FORMERLY 412 NORTH AUSTIN BOULEVARD)**

**SECOND AMENDMENT TO THE
SALES TAX REBATE SHARING AGREEMENT
1 LAKE STREET (FORMERLY 412 NORTH AUSTIN BOULEVARD)**

This Second Amendment to Sales Tax Rebate Sharing Agreement ("*Second Amendment*") is made and entered into as of the 20th day of March, 2018 ("*Effective Date*") by and between the Village of Oak Park, Cook County, Illinois, an Illinois municipal home rule corporation ("*Village*"), and Gugly, Inc., an Illinois corporation d/b/a Pioneer Property Advisors, with its principal office located at 408 North Austin Boulevard, Oak Park, Illinois 60302 ("*Developer*"). (The Village and the Developer are sometimes referred to individually as a "*Party*" and collectively as the "*Parties*").

RECITALS

The following Recitals are incorporated herein and made a part hereof.

A. **WHEREAS**, the Parties entered into a Sales Tax Rebate Sharing Agreement ("*STRSA*"), effective as of May 2, 2016 (the STRSA, as amended by this First Amendment is referred to collectively as the "*STRSA*"); and

B. **WHEREAS**, the Parties entered into a First Amendment of the STRSA on June 5, 2017;

C. **WHEREAS**, the Developer has completed the entitlement and permitting process; and

D. **WHEREAS**, Section 3 of the First Amendment to STRSA provides that the Developer complete construction and occupancy of the Facility (as defined in the STRSA) no later than March 31, 2018; and

E. **WHEREAS**, unanticipated delays related primarily to architectural design have arisen and the Parties desire the Developer to complete construction and occupancy of the Facility (as defined in the STRSA) no later than March 31, 2018; and

F. **WHEREAS**, Section 15(B) of the STRSA provides that the STRSA may only be modified or amended effectively by a written agreement executed by the Parties, in accordance with all applicable statutory proceedings; and

G. **WHEREAS**, this Second Amendment has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Second Amendment have been undertaken and performed in the manner required by law; and

H. **WHEREAS**, this Second Amendment has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Second Amendment in order to make the same binding upon the Developer

according to the terms hereof, and any and all actions precedent to the execution of this Second Amendment by the Developer have been undertaken and performed in the manner required by law:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE 1

INCORPORATION OF RECITALS; DEFINED TERMS; CONTINUED EFFECT

The findings, representations and agreements set forth in the above Recitals are material to this Second Amendment and are hereby incorporated into and made a part of this Second Amendment as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals. All capitalized terms not defined in this Second Amendment shall have the meaning ascribed to them in the STRSA, unless otherwise stated herein. Except as expressly amended by this Second Amendment, all of the other terms, conditions, and provisions in the STRSA shall continue in full force and effect.

ARTICLE 2

AMENDMENT TO SECTION 3

Section 3 of the STRSA shall be amended to read as follows:

SECTION 3. COMMENCEMENT OF GRANT, SALES TAX AND LIQUOR TAX REBATE.

The “**Commencement Date**” under this Agreement is hereby declared to be the actual date the Developer has completed all the following:

- Provided to the Village with proof of funds sufficient to complete construction, or a letter of assurance from the Developer’s lender evidencing the necessary construction financing for the Facility and proof of ownership of the Property; and
- Developed a single-use commercial development at the property legally described in Exhibit A and commonly known as 1 Lake Street, meeting all necessary Village zoning, licensure and structural requirements; and
- Completed the entitlement and permitting process and completed construction and occupancy of the Facility (no later than December 31, 2018), provided, however,

that in the event of any unreasonable delays on the part of the Village in any of its processes shall extend the December 31, 2018 due date by an equal number of days as the unreasonable delay; and

- Provided proof of a lease by the Developer with a single tenant restaurant operator evidencing terms of a lease agreement lasting at least four (4) years.

ARTICLE 3

EFFECTIVENESS

The Effective Date for this Second Amendment shall be the 19th day of March, 2018.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on or as of the day and year first above written.

VILLAGE:
Village of Oak Park,
Cook County, Illinois
an Illinois municipal corporation

ATTEST:

By: Vicki Scaman
Vicki Scaman, Village Clerk

By: Cara Pavlicek
Cara Pavlicek, Village Manager

[VILLAGE SEAL]

ATTEST:

By: _____
Its: _____

DEVELOPER:
Gugly, Inc., an Illinois corporation d/b/a
Pioneer Property Advisors

By: Gregory
Its: Gregory, President

REVIEWED AND APPROVED
ASTO FORM

[Signature]
MAR 19 2018
LAW DEPARTMENT

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Cara Pavlicek, personally known to me to be the Village Manager of the Village of Oak Park, Cook County, Illinois, and Vicki Scaman, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the President and Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30 day of March, 2018

MARYANN SCHOENNEMAN
Official Seal
Notary Public - State of Illinois
Commission Expires Jun 8, 2020

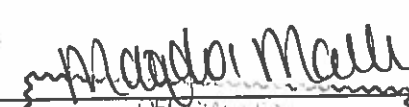


Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY** that Gleg Sory, personally known to me to be the President of Gugly, Inc. d/b/a Pioneer Property Advisors, and _____, personally known to me to be the _____ of said Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Gugly, Inc. and _____, they signed and delivered the said instrument, pursuant to authority given by the President of said Illinois corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20 day of March, 2018.



Notary Public
OFFICIAL SEAL
MAGDA MALEK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/14/20