

ORIGINAL

ORDINANCE NO. CO-2015-18

**AN ORDINANCE APPROVING
A FIRST AMENDMENT TO A REDEVELOPMENT AGREEMENT
WITH THE MAYWOOD FINE ARTS ASSOCIATION**

WHEREAS, the Village of Maywood, an Illinois municipal corporation (the "Village") has previously approved and entered into a Redevelopment Agreement with the Maywood Fine Arts Association, an Illinois not-for-profit corporation (the "Developer"), relative to the redevelopment of 16-18 North 5th Avenue, Maywood, Illinois (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement, which has an effective date of September 30, 2014, provides for certain timelines relative to the sale of the Subject Property from the Village to Developer (September 30, 2014), the securing by Developer of construction financing for construction of a new center on the Property to house Developer's classes and programs (the "Project") (June 15, 2015), the commencement of construction of the Project (July 1, 2015), and the completion of construction of the Project by Developer (January 1, 2016); and

WHEREAS, while the sale of the Subject Property has taken place, the Developer has not yet secured the necessary financing for construction of the Project as required by the Redevelopment Agreement, and has now requested that the timelines for financing, commencement of construction and completion of construction be extended; and

WHEREAS, Section I.13.D. of the Redevelopment Agreement provides that the timelines set forth in the Agreement may be changed by mutual agreement of the Parties; and

WHEREAS, a proposed First Amendment to the Redevelopment Agreement between the parties extending the timelines is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood find that it is in the best interests of the Village to approve the First Amendment to the Redevelopment Agreement and to authorize execution by the Village of same.

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

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve the First Amendment to the Redevelopment Agreement between the Village of

Maywood and the Maywood Fine Arts Association attached hereto as **Exhibit "A"** and made a part hereof. Further, the President and Village Clerk, or their designees, are authorized and directed to execute and deliver the First Amendment to the Redevelopment Agreement and all other instruments and documents, if any, that are necessary to fulfill the Village's obligations relative to the First Amendment.

SECTION 3: Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. This Ordinance shall take effect from and after its adoption and approval and publication in the manner required by law.

ADOPTED this 16th day of June, 2015, pursuant to a roll call vote as follows:

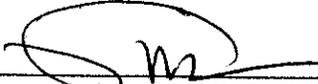
AYES: President Pro Tem H. Yarbrough, Trustee(s) I. Brandon, M. Rogers, and M. Lightford

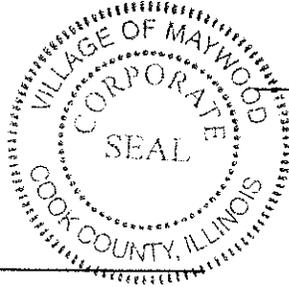
NAYS: None

ABSENT: Mayor Edwenna Perkins, Trustee(s) A. Dorris and R. Rivers

APPROVED this 18th day of June, 2015, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

ATTEST:


VILLAGE CLERK




VILLAGE PRESIDENT

EXHIBIT "A"

**FIRST AMENDMENT TO
THE REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD FINE ARTS ASSOCIATION**

(attached)

**FIRST AMENDMENT
TO A REDEVELOPMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD FINE ARTS ASSOCIATION**

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD FINE ARTS ASSOCIATION, dated this _____ day of June, 2015, is made by and between the **VILLAGE OF MAYWOOD**, Cook County, Illinois, an Illinois municipal corporation and home rule unit of local government (the "**Village**") and the **MAYWOOD FINE ARTS ASSOCIATION**, an Illinois not-for-profit corporation (the "**Developer**").

RECITALS

WHEREAS, the Village and the Developer have previously entered into a redevelopment agreement with an Effective Date of September 30, 2014 (the "Redevelopment Agreement"), relative to the sale of property located at 16-18 North 5th Avenue, Maywood, Illinois (the "Subject Property") from the Village to the Developer, and the subsequent construction by Developer of a new fine arts center on the Property to house Developer's classes and programs, as further described and defined in the Redevelopment Agreement (the "Project"). The Redevelopment Agreement is incorporated herein by reference as **Exhibit "1"**, and those capitalized terms that are not defined herein shall take on the meaning as set forth in the Redevelopment Agreement; and

WHEREAS, the Redevelopment Agreement provides, at Section I.13.D., for certain timelines relative to the sale of the Subject Property from the Village to Developer (September 30, 2014), the securing by Developer of construction financing for the Project (June 15, 2015), the commencement of construction of the Project by Developer (July 1, 2015), and completion of construction of the Project by Developer (January 1, 2016); and

WHEREAS, while the sale of the Subject Property took place on March 13, 2015, the Developer has not yet secured the necessary financing for construction of the Project in the amount of \$1,300,000 in the form of cash, written pledges from responsible donors and/or bank or other financial institutions, as required by the Redevelopment Agreement, and has now requested that the timelines for obtaining financing, commencement of construction, and completion of construction be revised; and

WHEREAS, Section I.13.D. of the Redevelopment Agreement provides that the timelines set forth in the Agreement may be changed by mutual agreement of the Parties; and

WHEREAS, the Village President and Board of Trustees have determined that the amendments below are consistent with the current intent of the parties and are in the best interests of the health, welfare and safety of the residents of the Village.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises as contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

PROVISIONS

1. The foregoing recitals are material to this First Amendment and are incorporated into and made a part of this First Amendment as though they were fully set forth in this paragraph one.

2. Section I (Preliminary Statements), Subsection I.13.D. of the Redevelopment Agreement is amended to read in its entirety as follows:

"D. The following timelines shall apply to the Project:

Closing shall take place on or before September 30, 2014;

Developer shall provide proof that it has secured the necessary financing for construction of the Project on or before ~~June 15, 2015~~ February 1, 2016;

Developer shall commence construction on or before ~~July 1, 2015~~ March 1, 2016; and

Developer shall complete construction on or before ~~January 1~~ September 10, 2016.

For additional detail, see Project Timeline attached hereto as part of **GROUP EXHIBIT "C."**

While the foregoing dates may be changed by mutual agreement of the Parties, it is understood and acknowledged by the Developer that the Village has no obligation to extend any of the dates, and may instead terminate the Agreement pursuant to Section IV.1. and pursue any remedies available to it thereunder, including the reconveyance of the Property.

As used in this Agreement, the term "necessary financing" refers to the Developer having available to it the sum of \$1,300,000 in the form of cash, written pledges from responsible donors, and/or bank or other financial institutions' written commitments totaling such amount."

3. Section III (Redevelopment of the Property), Subsection III.1. (Construction of Improvements) of the Redevelopment Agreement is amended to read in its entirety as follows:

"1. **CONSTRUCTION OF IMPROVEMENTS.** The Developer shall provide the Village with Final Site Plans and Building Elevations ("**Final Plans**") for approval at least thirty (30) days prior to commencement of construction. The Final Site Plans and Building Elevations and Construction Schedule as **GROUP EXHIBIT "F"** shall be attached hereto and made a part hereof subsequent to the execution of this Agreement upon approval by the Village. The Final Plans to be submitted by the Developer are subject to the review and approval of the Corporate Authorities of the Village, with recommendations by Village staff, the Village Engineer and the Village Attorney, to ensure that the improvements contained in the Final Plans are in substantial compliance with the approved Preliminary Plans and in conformance with the applicable state, federal, county and local rules, regulations and ordinances of the Village or any exceptions or variations from such rules, regulations and ordinances, as approved by the Corporate Authorities. The Developer, subject to *force majeure*, shall initiate construction of the Project on or before ~~July 1, 2015~~ March 1, 2016 in conformance with the Project Timeline, Final Site Plan and Building Elevations which become attached hereto and made a part hereof as **GROUP EXHIBIT "F"**, and shall complete the Project on or before ~~January 1~~ September 10, 2016."

4. Section IV (General Provisions), Subsection 4 (Developers Representations and Warranties) C. and D. of the Redevelopment Agreement are amended to read in their entirety as follows:

"C. Failure to Secure Financing. In the event the Developer is unable to secure construction financing on or before ~~June 15, 2015~~February 1, 2016, in the amount of the Total Project Costs, and to close on or otherwise procure the proceeds of such financing, the Developer shall be in default, this Agreement shall automatically terminate, and the Developer shall be obligated to reconvey title to the Property to the Village as set forth in subsection D. below. If the date to secure construction financing has been extended by mutual agreement of the parties, then the effect of this subsection shall be delayed until the mutually agreed upon date.

D. Reconveyance to Village. In the event Developer fails or refuses to develop the Subject Property consistent with the Project as set forth in the Site Plan and Building Elevations making up GROUP EXHIBIT "F" or as may be modified by mutual agreement of the parties or fails or refuses to complete construction of the Project by ~~January 1~~September 10, 2016 (subject to Force Majeure and weather conditions and the mutual agreement of the parties), the Village may terminate this Agreement upon written notice provided under this Section IV(1), subject to the Developer's right to cure the default. In such case, at the sole option and direction of the Village Board, and subject to the rights of Developer's lender(s), if any, Developer shall be obligated to (i) repay to the Village or the applicable taxing body amounts of all taxes, penalties and interest accrued against the Property during the time period owned by the Developer; and (ii) re-convey title to the Property by warranty deed (free and clear of any liens, encumbrances, easements or other conditions of title created by Developer or its agents that would prohibit the Village from acquiring fee simple good, marketable title to the Property) to the Village pursuant to the notice of default, as liquidated damages for the default, both parties agreeing that under such circumstances actual damages are difficult to estimate but that repayment of taxes, penalties and interest and reconveyance of the Property, if exercised by the Village, is the best estimate of damages, and the Village shall not have any responsibility for or obligation to pay Developer any other compensation, damages or penalties to Developer for the reconveyance of fee simple title to the Property or improvements made by Developer thereto. Upon reconveyance by Developer, the Village shall have the right to re-enter and re-possess the Property and those improvements and personal property that are not removed by Developer. The Village specifically acknowledges that any right of re-entry and repossession it may have is entirely subordinate to any mortgage or any other third party lien holder."

4. Section IV (General Provisions), Subsection 4 (Notices) of the Redevelopment Agreement is amended to insert the email for the Village Manager of the Village of Maywood as "wnorfleet@maywood-il.org" and to insert contact information for Maywood Fine Arts Association as follows:

"To the Developer: Maywood Fine Arts Association
Attention: Lois Baumann
Executive Director
25 North 5th Avenue
Maywood, IL 60153
Phone: 708-865-0301
Fax: 708-410-1355
Email: maywoodfinearts@yahoo.com "

5. The Preliminary Construction Schedule that is part of **Group Exhibit "C"** of the Redevelopment Agreement is replaced by the Preliminary Construction Schedule attached hereto as **Exhibit "2"**.

6. All other terms and provisions of the Redevelopment Agreement are reconfirmed and deemed to be in full force and effect by the Parties, except as modified by this First Amendment.

7. This First Amendment and the incorporated Redevelopment Agreement contain the entire agreement between the Parties in connection with these transactions, and there are no oral or parole agreements, representations or inducements existing between the parties relating to these transactions which are not expressly set forth in this First Amendment and covered by this First Amendment. This First Amendment may not be modified except by a written agreement signed by all of the parties or their successors in interest, and, in the case of the Village, shall require the adoption of an ordinance or resolution by the President and Board of Trustees of the Village approving such amendment. This First Amendment shall be binding upon and inure to the benefit of the parties to this First Amendment, their respective heirs, legal representatives, administrators, successors, successors in interest and assigns.

8. This First Amendment shall be governed by the laws of the State of Illinois. The invalidity of any provision of this First Amendment or portion of a provision shall not affect the validity of any other provision of this First Amendment or the remaining portions of the applicable provision.

9. All commitments or obligations of the Village undertaken pursuant to this First Amendment shall be limited to the extent that such obligations are within its powers as a municipal corporation.

10. The Parties agree that this First Amendment or a memorandum relative to the First Amendment will be recorded by the Village, at Developer's cost, with the Cook County Recorder's Office after execution thereof by the Parties.

11. This First Amendment may be executed in several counterparts and by each Party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this First Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties to this First Amendment have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF MAYWOOD

MAYWOOD FINE ARTS ASSOCIATION

By: _____
Name: Edwenna Perkins
Title: Village President

By: _____
Name: Lois Baumann
Title: Executive Director

ATTEST:

By: _____
Name: Viola Mims
Title: Village Clerk

By: _____
Name: _____
Title: _____

Exhibit 1

**Redevelopment Agreement dated September 30, 2014
By and Between the Village of Maywood and the Maywood Fine Arts Association**

(incorporated herein by reference)

Exhibit 2

**Revised Preliminary Construction Schedule,
replacing existing Preliminary Construction Schedule
in Group Exhibit "C" of the Redevelopment Agreement**

(attached)

Maywood fine Arts – New Dance Instruction Building

REVISED Construction Schedule

Prepared by Frank Heitzman, AIA
May, 22, 2015

All Construction Dates are in 2016

March 1 to March 11: Clear and level site

March 14 to March 18: Excavate for foundations and first floor slab

March 21 to March 25: Utilities under slab, gravel subgrade for slab

March 28 to April 8: Form and pour foundations

April 11 to May 6: Architectural precast concrete exterior walls

May 9 to May 20: Bar joists and roof deck

May 23 to June 3: Roof insulation and roofing, gutters and downspouts

June 6 to June 10: Exterior storefront

June 13 to June 17: Interior wall and perimeter insulation

June 20: Pour interior concrete floor slab; exterior paving

June 21 to July 1: Interior partitions and door frames

July 5 to July 8: Interior wood flooring

July 11 to July 22: Plumbing, HVAC, electrical and fire alarm rough-in

July 25 – July 29: Interior doors, glazing and hardware

August 1 to August 10: Painting and staining

August 11 to August 24: Interior plumbing, HVAC, electrical and fire alarm trim

August 25 to September 2: Entrance canopies and signs

September 6 to September 9: Punch list items, job close-out, celebrate

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2015-18

**AN ORDINANCE APPROVING
A FIRST AMENDMENT TO A REDEVELOPMENT AGREEMENT
WITH MAYWOOD FINE ARTS ASSOCIATION**

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 16th day of June, 2015, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of June, 2015.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: President Pro Tem H. Yarbrough, Trustee(s) I. Brandon, M. Rogers, and M. Lightford

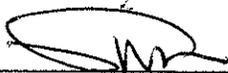
NAYS: None

ABSENT: Mayor Edwenna Perkins, Trustee(s) A. Dorris and R. Rivers

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of June, 2015.





Village Clerk