



CITY OF AURORA, ILLINOIS

ORDINANCE NO. 016-037
DATE OF PASSAGE June 14, 2016

An Ordinance Approving First Amendment to Ordinance O14-097, an Ordinance Authorizing the Execution of a Redevelopment Agreement with Fox Island Apartments LLC for Properties Located at 7 South Stolp, 33-35 South Stolp, and 77 South Stolp Avenue

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City Council of the City of Aurora approved, by Ordinance O14-097, a Redevelopment Agreement with Fox Island Apartments LLC in regards to the acquisition and redevelopment of three properties commonly known as 7 South Stolp, 33-35 South Stolp, and 77 South Stolp Avenue; and

WHEREAS, substantial progress has been made to the rehabilitation of 77 South Stolp Avenue, however, the developer is requesting additional time in which to complete the project in accordance with the provisions contained in Ordinance O14-097; and

WHEREAS, it is in the best interests of the City of Aurora and its residents to enter into said First Amendment to Redevelopment Agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Aurora, Illinois, as follows:

1. That the Mayor and City Council of the City of Aurora hereby find that it is in the best interests of the City of Aurora and its residents that the aforesaid "First Amendment to Redevelopment Agreement" with Fox Island Apartments LLC, be entered into by the City of Aurora, with said First Amendment to be substantially in the form attached hereto and made a part thereof as Exhibit A.

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2. That the Mayor and City Clerk of the City of Aurora, Kane, Kendall, Will and DuPage Counties, Illinois, are hereby authorized to execute for and on behalf of the City of Aurora, the aforesaid First Amendment to Redevelopment Agreement.

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PASSED AND APPROVED ON June 14, 2016

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ATTEST:

Wendy McLambidge
City Clerk

Robert A. O'Connor
Mayor Pro Tem

16.00429

R E C O M M E N D A T I O N

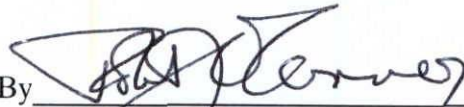
TO: THE COMMITTEE OF THE WHOLE

FROM: THE FINANCE COMMITTEE

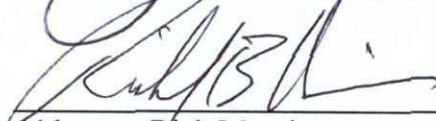
The Finance Committee at the regular scheduled Finance Meeting on Tuesday, May 24, 2016
Recommended APPROVAL of an Ordinance Approving First Amendment to Ordinance O14-
097, an Ordinance Authorizing the Execution of a Redevelopment Agreement with Fox Island
Apartments LLC for Properties Located at 7 South Stolp, 33-35 South Stolp, and 77 South Stolp
Avenue

The Vote 3-0

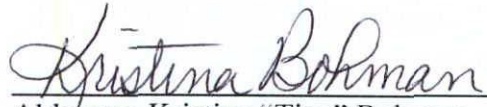
Submitted By



Alderman Robert O'Connor, Chairman



Alderman Rick Mervine



Alderman Kristina "Tina" Bohman

Alderman Ted Mesiacos, alternate

Dated this 24th day of May, 2016

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (hereinafter "Amendment") by and between the **CITY OF AURORA, ILLINOIS**, an Illinois Municipal Corporation ("City") and **Fox Island Apartments, LLC** ("Developer") is made and entered into as of the ____ day of _____, 2016.

WHEREAS, the Parties entered into a Redevelopment Agreement on December 23, 2014, which Agreement dealt with the redevelopment of buildings in Aurora commonly known as the Graham Building, the Leland Tower Building and the Elks Club Building; and

WHEREAS, Developer has, pursuant to the terms of the Redevelopment Agreement, acquired title to the Elks Club Building, is actively engaged in the redevelopment thereof into both residential units and a restaurant use, and did post the required five hundred thousand (\$500,000.00) cash security deposit; and

WHEREAS, the Parties now wish to amend certain provisions of the original Redevelopment Agreement, while leaving the remainder of that Redevelopment Agreement intact.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree to this First Amendment to the Redevelopment Agreement as follows:

- 1) Amending Paragraphs 6.6(a)(ii), 6.6(b) and 7.2(d): The Parties agree to change the date for completion of the Elks Club Acquisition Project, residential portion, from the previously agreed upon four hundred fifty (450) days of the date of closing on the purchase of the Elks Club Building (which date is May 15, 2016) to the specific date of July 1, 2016. The Parties further agree that the new completion deadline date of July 1, 2016 can further be extended for a period of up to three (3) months to October 1, 2016, provided that proper notice is given by Developer to City in compliance with the notice provisions of the Redevelopment Agreement.
- 2) Further amending Paragraphs 6.2 and 6.6(a): the Parties agree that within forty-five (45) days of City's receipt of Developer's qualifying disbursement request, wherein Developer shows receipt of certificates of occupancy for every residential unit in the Elks Club Acquisition Project pursuant to the Redevelopment Agreement terms, the City will release three hundred seventeen thousand five hundred (\$317,500.00) dollars of the five hundred thousand (\$500,000.00) dollar cash security deposit back to Developer.
- 3) Amending Paragraphs 6.6 (a) (ii) and 7.2(d): the Parties agree to change the date for completion of the Elks Club Acquisition Project, restaurant portion, from the previously agreed upon four hundred fifty (450) days of the date of closing on the purchase of the Elks Club Building (which date is May 15, 2016) to the specified date of December 31, 2017.
- 4) Further amending Paragraphs 6.2 and 6.6(a): the Parties agree that within forty-five (45) days of City's receipt of Developer's qualifying disbursement request, wherein Developer shows restaurant development expenses paid, including the expenses for an outdoor patio all pursuant to the terms of the Redevelopment Agreement terms, the City will release the remaining one hundred eighty-two thousand five hundred (\$182,500.00) dollars which constitute the remainder of the \$500,000.00 cash security deposit and attributable to restaurant expenses pursuant to Exhibit "D" of the Redevelopment Agreement. Developer may submit said proof of restaurant expenses in three (3) installments. The City's Chief Building Official shall determine if the work represented for reimbursement is appropriate in both price and completion for the restaurant space. The Parties further agree that the restaurant space shall be listed by Developer with the Multiple Listing Service (MLS) not later than July 1, 2016.
- 5) Further amending Paragraph 6.6(b): the Parties agree that if the Elks Club Acquisition Project residential portion is not completed in full by July 1, 2016 or the appropriately extended deadline date of October 1, 2016, then in that event the provisions of Paragraph 6.6(b) shall be invoked by

the City, and any remaining portion of the \$500,000.00 cash security deposit shall be the property of the City.

CITY OF AURORA,

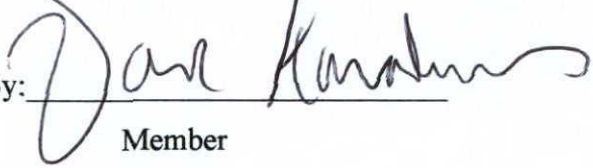
an Illinois municipal corporation,

By: 

Its: Mayor

DEVELOPER,

Fox Island Apartments, LLC

By: 
Member

ATTEST:

By: 
City Clerk

By: _____
Manager