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Karen D. Bielarz
Senior Counsel
City of Chicago
30 North LaSalle Street
Suite 1610
Chicago, Illinois 60602
(312) 744-6910

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AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND (INCLUDING SUBORDINATION PROVISIONS)

This **AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Amendment") is made on this 17 day of MARCH, 2006, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, and **THE ANIXTER VILLAGE**, an Illinois not-for-profit corporation (the "Developer"), located at 6610 North Clark Street, Chicago, Illinois 60626.

RECITALS

WHEREAS, the City and Developer have previously entered into that certain Agreement for the Sale and Redevelopment of Land (the "Agreement") dated as of November 20, 2002, and recorded concurrently herewith, with the Office of Cook County Recorder as document number 0608744041, which Agreement sets forth the terms and conditions between and among the parties relating to (i) the sale for One Dollar (\$1.00) by the City to the Developer, pursuant to an ordinance published in the Journal of Proceedings of the City Council on May 15, 2002 at pages 86208 through 86234, of real property commonly know as 2045-59 West Washburne, Chicago, Illinois, and 2044-48 West 13th Street, Chicago, Illinois, which are legally described on Exhibit A attached hereto (the "Property") and (ii) the Developer's commitment to develop a two-story, multi-family residential facility with fifteen independent living dwelling units for persons ages 18 or older with physical and developmental disabilities (the "Project") on the Property, which Project (HUD Project No. 071-HD128/IL06-Q021-006) is hereby deemed to have an educational, charitable or philanthropic use and purpose;

WHEREAS, the Developer will develop, own, operate and finance the Project utilizing financing provided by, in part, (a) the United States of America, acting by and through the Secretary of Housing and Urban Development ("HUD") pursuant to Section 811 of the National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992, and its implementing regulations 24 CFR Part

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891 (the "Section 811 Program"), in accordance with a Capital Advance Agreement between the Developer and HUD dated March 1, 2006 (the "Capital Advance"), (b) the Illinois Housing Development Authority ("IHDA") pursuant to its Trust Fund Program, 20 ILCS 3805/1 et seq., in accordance with its Grant Agreement dated as of March 1, 2006 (the "IHDA Grant"), and pursuant to its allocation of certain Illinois Affordable Housing Tax Credits (the "Donation Credits") and (c) the Federal Home Loan Bank of Chicago, through its member bank, One Mortgage Partners Corp., pursuant to the Affordable Housing Program created under Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (the "AHP Grant");

WHEREAS, as a condition of the Capital Advance and to secure the Developer's obligations thereunder, HUD requires (i) that the Developer execute and record that certain Mortgage by the Developer in favor of HUD dated as of March 1, 2006 (the "Mortgage"), (ii) that the Property not be subject to any liens inferior or superior to the lien of the Mortgage, except as expressly permitted by HUD, (iii) that the Developer execute and record a Use Agreement dated as of March 1, 2006, and a Regulatory Agreement dated as of March 1, 2006 (collectively, the Use Agreement and Regulatory Agreement are the "HUD Restrictions"); and (iv) that the Agreement, as amended herein, be subordinate in all respects to the Mortgage securing the Capital Advance, the Regulatory Agreement and the Use Agreement;

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago (the "City Council") on March 9, 2005 and published in the Journal of the Proceedings of the City Council of the City of Chicago at pages 43009 through 43016, the Developer shall also finance the Project through the reservation and allocation of tax credits for donations associated with affordable housing projects pursuant to the Illinois Housing Development Act, 20 ILCS 3805/7.28, as amended from time to time, and as implemented by the City's Department of Housing ("DOH") and IHDA;

WHEREAS, the City will benefit from the development of the Project on the Property and agrees to subordinate in all respects the Agreement, as amended herein, to each of the Mortgage, Regulatory Agreement and Use Agreement;

WHEREAS, in connection with the Capital Advance, the Developer shall file an application with the Illinois Department of Revenue for an exemption from real estate taxes for the Property and Project improvements to be constructed thereon; and

WHEREAS, capitalized words not otherwise defined herein have the meaning ascribed to them in the Agreement.

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NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to, the City and Developer agree as follows:

1. The Recitals are incorporated herein by reference.
2. Subsection F, Real Estate Taxes, of Section 3 is hereby amended to read as follows: “F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to closing. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. If the City is unable to obtain the waiver of such taxes and the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall be responsible for all taxes accruing after the closing. Until a Certificate of Completion (as described in Section 8) is issued by the City, the Developer shall notify the City that the real estate taxes have been paid in full within ten days of such payment, or the Property and Project has been certified as exempted from taxation by the Illinois Department of Revenue.
3. Section 7, Commencement and Completion of Improvements, which states as follows:

“The construction of the Improvements shall be commenced on or before May 1, 2003 (provided the Closing has occurred), and except as otherwise provided in this Agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) within eighteen months after such conveyance. The Developer shall promptly notify the City when construction has begun.”

Is hereby deleted and is replaced with the following provision:

“The construction of the Improvements shall commence on or before May 1, 2006, or such later time as may be permitted by HUD, and except as otherwise provided in this Agreement, shall be completed (as evidenced by the issuance of the Certificate of Completion by the City) on or before December 1, 2007, or within such time period as mutually agreed to in writing by the parties or such later time as may be permitted by HUD. The Developer shall promptly notify the City when construction has begun.”

4. The following sentence is added to the end of Section 8, Certificate of Completion:

“Notwithstanding the foregoing, a determination by HUD that construction has been substantially completed shall be binding on the City as to the determination of completion and upon such determination by HUD, the City shall promptly issue such Certificate of Completion.”

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5. Section 9, Restrictions on Use is hereby deleted in its entirety and is replaced with the following provision:

“Section 9. Restrictions on Use.

The Developer agrees that it:

A. Shall devote the Property to a use that complies with the Redevelopment Plan until February 4, 2021. Notwithstanding the foregoing, any use permitted by HUD is hereby declared to be a permitted use under the Redevelopment Agreement.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental use or occupancy of the Property or any improvements located or to be erected thereon, except as expressly permitted under the Section 811 Program.”

6. A Prohibition against Transfer of Property set forth in Section 10 of the Agreement shall not apply to a transfer, sale or conveyance of the Property that is approved jointly by the City and HUD to avoid a mortgage default.

7. The Mortgage, HUD Restrictions, the Agreement Relating to Use Restrictions and Reverter dated as of March 1, 2006 between HUD, Developer and the Illinois Medical District Commission recorded concurrently herewith, and other HUD grant documents relating to the Section 811 Capital Advance to the Developer are permitted encumbrances on the Property. In addition, the mortgages, regulatory agreements and recapture agreements as applicable, relating to the IHDA Grant, Donation Credits and AHP Grant are permitted encumbrances on the Property. Moreover, the Agreement for the Sale and Redevelopment of Land between the City and Developer dated as of November 20, 2002, and recorded concurrently herewith, in the Office of the Cook County Recorder, as amended by this Amendment, is hereby subordinated in all respects to each of the following documents: (a) the Mortgage by the Developer in favor of HUD dated as of March 1, 2006 and concurrently recorded herewith with the Office of the Cook County Recorder; (b) the Regulatory Agreement by the Developer in favor of HUD dated as of March 1, 2006 and concurrently recorded herewith with the Office of the Cook County Recorder; and (c) the Use Agreement by the Developer in favor of HUD dated as of March 1, 2006 and concurrently recorded herewith with the Office of the Cook County Recorder; and all other HUD documents evidencing and securing the HUD Capital Advance to the Developer.

8. A failure by the Developer to file an application for real estate tax exemption of the Property and Project Improvements constructed thereon shall be an Event of Default of the Agreement. Developer shall notify the City when the real estate taxes for the Property and Project Improvements have been declared exempt from taxation.

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9. The first paragraph of Paragraph 2 of Subsection C of Section 14 is hereby amended to read as follows: “2. Event of Default. Except as permitted by Section 14.B. above, for purposes of this Agreement, the occurrence of any one or more of the following, and the continuation thereof after notice and the opportunity to cure as provided in Section 14.C.1., shall constitute an “event of default”;

10. Subparagraph (e) of Paragraph 2 of Subsection C of Section 14, is hereby amended to read as follows: “The Developer fails to timely pay real estate taxes or assessments affecting the Property or Project or suffers or permits any levy or attachment, material suppliers’ or mechanics’ lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property or Project. Developer shall cure any such liens or encumbrances as provided in Section 14.C.1. An extension of time to cure shall be granted where the Developer has commenced an action to cure a default, as provided in Section 14.C.1; or”

11. Paragraph 4 of Subsection C of Section 14, Performance and Breach, is hereby deleted and is replaced with the following provision:

“4. After Conveyance. If subsequent to the conveyance of the Property to the Developer, the Developer defaults in any specific manner described in this Section 14.C., the City shall give written notice to the Developer and additionally shall give written notice to HUD within thirty (30) days of the occurrence of such default. The Developer and HUD shall have the right within three (3) months from the receipt of such notice to correct the default. In the event that the Developer fails to correct the default and HUD is unable to or elects not to correct said default, HUD shall suspend and be under no obligation to advance proceeds of its Capital Advance, and if HUD desires, shall select a qualified and financially responsible party or parties (“Subsequent Developer”) which shall be approved by HUD only after consultation with and approval of the City to complete the construction of the Improvements and/or to own and operate the Project. The Subsequent Developer shall enter into an amended and restated redevelopment agreement with the City whereby the Subsequent Developer shall assume the covenants contained in this Agreement, the Deed, the Mortgage, HUD Restrictions and Capital Advance Agreement with regard to completion, ownership and operation of the Project. The execution of the amended and restated redevelopment agreement between the City and the Subsequent Developer shall occur after the submission to and approval by the City and HUD of proof of financing and economic disclosure statement by the Subsequent Developer, and shall be recorded with the Recorder’s Office immediately prior to the recordation of the quitclaim deed from the Developer to the Subsequent Developer, and the assumption of the Mortgage and the Capital Advance Agreement by the Subsequent Developer. Upon conveyance of the Project to the Subsequent Developer, as described herein, and compliance by the Subsequent Developer with all of the requirements of the Capital Advance, HUD will resume funding of its Capital Advance. The conveyance of the Project by the Developer to the Subsequent Developer shall be in accordance with all applicable federal, state, and local laws, ordinances and regulations and consistent with the objectives of this Agreement, provided, however, that the transfer of the title shall not defeat, render invalid or otherwise limit any lien or mortgage placed

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upon the Project or the Property, including without limitation, the HUD Section 811 Mortgage. Subject to Sections 11 and 14, as amended, the City shall be entitled to recover from the Developer only, all costs and expenses, including reasonable attorneys' fees, incurred in transferring title to the Subsequent Developer.

For purposes of this Section, the parties agree that HUD shall be deemed a third party beneficiary of this Agreement.

12. Any resale of the Property by the City following a reversion of title to the Property in the City shall be subject to the prior written consent of HUD. Any disposition of resale proceeds following such a sale by the City shall be subject to the prior written consent by HUD.

13. The following provision is added as the final sentence of Section 16, Indemnification:

“The source of any payments made by the Developer upon written approval of HUD, under this Section shall be Residual Receipts as defined by HUD in the Regulatory Agreement. No indemnitee shall have or assert any claim, lien or interest in or against the assets or income of the HUD Project No. 071-HD128/IL06-Q021-006.”

14. The following provision is added as the final sentence of Section 17, Environmental Matters:

“Such indemnification shall be limited in the manner described in Section 16.”

15. Section 18, Developer's Employment Obligations is hereby deleted in its entirety and is replaced with the following provisions:

SECTION 18. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

18.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the “Employers” and individually, an “Employer”) to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the Property:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the “Human Rights Ordinance”). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon

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the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 18.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 18.1 shall be a basis for the City to pursue remedies under the provisions of Section 14.

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18.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to the City's Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DOH, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DOH, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 18.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 18.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 18.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 14.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 18.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

18.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this

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Section 18.3, during the course of construction of the Project the following percentages of the MBE/WBE budget shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) at least 24% by MBEs; and (2) at least 4% by WBEs.

(b) For purposes of this Section 18.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 18.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.

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(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 18.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

18.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DOH monitoring staff regarding compliance with all Section 18 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 18.4, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 18 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job

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creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 18.4, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity."

Notwithstanding the provisions set forth in Section 18 of this Agreement, in the event HUD exercises its rights to undertake completion of the Project as assignee of the Developer, or as attorney-in-fact of the Developer, the requirements as set forth in Sections 18.1 through 18.4 of the Agreement shall not apply to HUD. In all other circumstances, the Developer, its various contractors, subcontractors and any affiliate of the Developer operating on the Property shall be obligated to comply with all of the requirements of Section 18 of this Agreement. In case of a conflict or ambiguity between this Agreement and the HUD Core Construction Contract, as defined below, regarding the applicability of Sections 18.1 through 18.4, the Core Construction Contract shall control. The term "Core Construction Contract" shall mean (a) the Construction Contract, Lump Sum (HUD 92-442-CA), (b) Supplementary Conditions of the Contract For Construction (HUD 2554)(2/2002), (c) Index of Construction Plans and Specifications, (d) the Davis Bacon Wage Determination; and (e) Amendment to the Construction Contract to Identify Identities of Interest Between Developer/Contractor/Subcontractor/Architect.

16. The following sections shall be added to the Agreement as the new Sections 19 through 22 respectively:

"SECTION 19. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section

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2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 20. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 20, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 21. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

21.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

21.2 The Developer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this

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Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

21.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

21.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

21.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 21 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

21.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

21.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

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(d) Individuals are “domestic partners” if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) “Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

SECTION 22. REPRESENTATIONS AND WARRANTIES.

22.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date the following shall be true and correct in all respects:

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(a) The Developer is a not for profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

22.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority, under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

22.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 22 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

17. Sections 19 through 27 in the Agreement shall be renumbered to Sections 23 through Section 31 respectively to accommodate the new Sections 19 through 22.

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18. The following sentence is added to the end of Section 25 (prior Section 21), Entire Agreement:

“This Agreement may not be modified or amended without HUD’s prior written approval.”

19. The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

20. A copy of any notice provided under the Agreement or this Amendment shall also be delivered to HUD at the following address:

If to HUD: Department of Housing and Urban Development
Legal Dept., 26th Floor
Chief Program Attorney
77 West Jackson Blvd.,
Chicago, Illinois 60604
HUD Project No. 071-HD128/IL06-Q021-006 (Anixter Village)

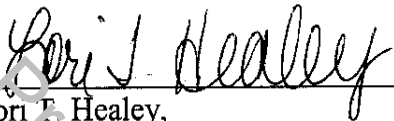
21. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

22. Except as otherwise provided in this Amendment, the terms of the Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the **CITY OF CHICAGO** and **THE ANIXTER VILLAGE**, have each executed this Amendment as of the first date written above.

CITY OF CHICAGO,
an Illinois municipal corporation

By: 
Lori F. Healey,
Commissioner of Planning and Development

THE ANIXTER VILLAGE,
an Illinois not-for-profit corporation

By: _____
Paul Finnell,
Vice President

Property of Cook County Clerk's Office

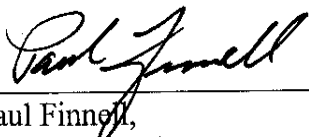
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Vice President

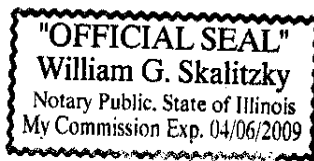
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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, William G. Skalitzky, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul Finnell, personally known to me to be the Vice President of **THE ANIXTER VILLAGE**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the instrument in his capacity as Vice President of **THE ANIXTER VILLAGE**, and as his free and voluntary act and deed and as the free and voluntary act and deed of the **THE ANIXTER VILLAGE**, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 28th day of MARCH, 2006.

William G. Skalitzky
 NOTARY PUBLIC



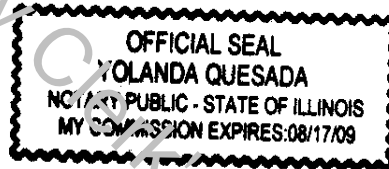
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Yolanda Quesada, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of Planning and Development of the **CITY OF CHICAGO**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the instrument in her capacity as Commissioner of Planning and Development of the **CITY OF CHICAGO**, and as her free and voluntary act and deed and as the free and voluntary act and deed of the Department of Planning and Development of the **CITY OF CHICAGO**, for the uses and purposes therein set forth.

GIVEN under my notarial seal this 23 day of March, 2006.

Yolanda Quesada
NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

LOTS 69 THROUGH 82 IN W.J. TEWKESBURY'S SUBDIVISION OF BLOCK 5 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED MARCH 7, 1873 AS DOCUMENT 86280, IN COOK COUNTY, ILLINOIS. ✓

**COMMONLY KNOWN AS: 2045-59 West Washburne
2044-48 West 13th Street
Chicago, Illinois 60608**

**P.I.N.S: 17-19-107-001 to 007 ✓
17-19-107-027 to 033 ✓**

Cook County Clerk's Office