

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE 4254

TITLED:

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE
COUNTY, ILLINOIS, APPROVING A LETTER OF INTENT FOR THE
PURCHASE AND DEVELOPMENT OF 100-110 S. VILLA AVENUE**

**HOSANNA KORYNECKY
VILLAGE CLERK
VILLAGE OF VILLA PARK**

ORDINANCE NO. 4254

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING A LETTER OF INTENT FOR THE PURCHASE AND DEVELOPMENT
OF 100-110 S. VILLA AVENUE**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village (collectively, the "*Corporate Authorities*"), pursuant to Ordinance Nos. 3540, 3541, and 3542, respectively, adopted on April 30, 2009, approved a redevelopment plan and project (the "*Redevelopment Plan*") setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the St. Charles Road TIF Redevelopment Project Area (the "*Redevelopment Project Area*"); and, adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, pursuant to the TIF Act, the Village acquired a certain parcel of real estate commonly known as 100-110 South Villa Avenue (the "*Subject Property*") in order to achieve the goals and objectives of the Redevelopment Plan; and,

WHEREAS, Catalyst Partners, a Wisconsin limited liability company, submitted a proposal to the Village to develop the Subject Property and construct approximately 210 market rate apartments, ten thousand (10,000) square feet of commercial space and a minimum of 100 public parking spaces (in addition to the number of parking spaces required for the development) (the "*Project*"), all as set forth in the Letter of Intent attached hereto; and,

WHEREAS, the Corporate Authorities have reviewed Catalyst Partners' proposal for the development of the Subject Property as set forth in the Letter of Intent and have determined that the implementation of the proposal is in furtherance of the Redevelopment Plan and, when completed, shall result in a reduction of certain

blighting conditions that qualified the Project Area to be designated as a Redevelopment Project Area under the TIF Act; and,

WHEREAS, the Corporate Authorities believe it to be in the best interests of the Village and its residents to approve the Letter of Intent and to work with Catalyst Partners to satisfy all of the conditions during the “Government Review Period” as set forth therein and to negotiate a Redevelopment Agreement providing for the terms and conditions for the construction of the Project.

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

Section 1: That all of the recitals set forth above are incorporated herein as if fully restated in this Section 1.

Section 2: That the Letter of Intent submitted to the Village from Catalyst Partners, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized and directed to undertake any and all actions as may be required to implement its terms.

Section 3: This Ordinance shall be in full force and effect upon its passage by a vote of two-thirds of the Corporate Authorities holding office.

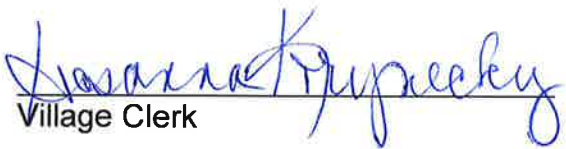
PASSED this 6th day of December, 2021, pursuant to a roll call vote as follows:

AYES: 6
NAYS: 1
ABSENT: 0

APPROVED by me, as Village President of the Village of Villa Park, DuPage County, Illinois, this 6th day of December, 2021.


Village President

Attest:


Village Clerk



STATE OF ILLINOIS) ss
COUNTY OF DU PAGE)

I, Hosanna Korynecky, Village Clerk of the Village of Villa Park, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the Village of Villa Park, that the foregoing is a true and duplicate copy of:

4254 –AN ORDINANCE OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS, APPROVING A LETTER OF
INTENT FOR THE PURCHASE AND DEVELOPMENT OF
100-110 S. VILLA AVENUE

Passed on and approved by the President and Board of Trustees of the Village of Villa Park on: _____

Dated December 6, 2021

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 6th day of December 2021.

Seal




Hosanna Korynecky, Clerk
Village of Villa Park



November 30, 2021

CONFIDENTIAL

Mr. Patrick Burke
Director of Economic Development
Village of Villa Park
20 Ardmore Avenue
Villa Park, IL 60181
patburke@invillapark.com

Re: Letter of Intent – Property Acquisition
100 – 110 S. Villa Ave. – attached hereto as Exhibit A
Village of Villa Park, Illinois (the “**Property**”)

Dear Patrick:

The purpose of this revised letter, originally dated July 19, 2021, is to confirm the interest of the undersigned Purchaser (“**Purchaser**”) and the general terms and conditions regarding the purchase of the Property from the owner of record (the “**Seller**”).

The purchase of the Property by the Purchaser is subject to the following terms:

- Purchase Price:**

100 – 110 S. Villa Ave.
Two Million One Hundred Thousand Dollars (\$2,100,000.00) for 100 – 110 S. Villa Ave.

The Project will consist of the construction of approximately 210 market rate apartments, 10,000 sf of commercial, and structured parking that includes at least 100 public parking spaces.
- Title:**

Seller shall convey the Property to Purchaser or Purchaser’s nominee by Warranty Deed (or Trust Deed, if applicable) subject only to: (i) general real estate taxes to the extent not due and payable; (ii) acts done or suffered by Purchaser; (iii) covenants and conditions of record which the Purchaser reasonably approves; and, (iv) such other exceptions to title acceptable to Purchaser in its sole discretion.
- Real Estate Taxes:**

All debts, liabilities, and obligations of the Seller with respect to the Property, except general real estate taxes not then due and payable, shall be paid when due and satisfied by the Seller. General real estate taxes shall be prorated based upon one hundred ten percent (110%) of the last ascertainable taxes.
- Earnest Money:**

Upon execution of this Letter of Intent, Purchaser, shall deposit a \$25,000 earnest money check within three (3) business days of execution of the Letter of Intent (LOI) with First American Title Company as selected by Purchaser (“Title Company”) as a refundable Earnest Money deposit to

be credited toward the Purchase Price at closing. The earnest money becomes non-refundable after the Government Review Period has been completed.

Inspection Period: Purchaser shall have 120 days (the “Inspection Period”) from the date of execution of the LOI to cause one or more surveyors, attorneys, engineers, architects and other experts of its choice and at Purchaser’s expense to (i) inspect any documents related to the Property, (ii) inspect, examine, survey, obtain engineering inspections, environmental inspections, and otherwise do that which, in the opinion of Purchaser, is necessary to determine the condition of the Property, (iii) negotiate a Redevelopment Agreement which shall (a) reserve up to 40% of the project increment to reimburse the school districts for school age children generated from the project as mandated by the TIF Act; (b) creates a minimum of 100 public parking spaces; (c) phases the project according to Purchaser’s preference; and (d) such other terms as determined necessary by the Village and agreed upon by the Purchaser; (iv) investigate the availability of acceptable construction financing; and (v) agree upon construction and development schedule. Purchaser must be satisfied in all respects in its sole discretion with the results of such inspections and investigations. If Purchaser is not so satisfied, it may terminate the sale agreement and refund its Earnest Money. Purchaser understands and agrees that the information obtained pursuant to such inspections shall be kept in confidence and shall not be revealed to outside parties other than to its lenders, principals, affiliates, or clients or as otherwise required by law or for any valid business purpose of Purchaser.

Government Review Period: Purchaser and Seller shall have 120 days after the expiration of the Inspection Period (the “Government Approval Period”), to complete the following:

1. Create a Tax Increment Finance District which includes the Property
2. Obtain any necessary zoning approvals
3. Obtain all building permits
4. Obtain acceptable construction financing
5. Negotiate a Redevelopment Agreement mutually agreeable to both Purchaser and Seller

If any one of these conditions are not met, then the land purchase will be terminated, and the Earnest Money will be refunded to the Purchaser.

Closing Date: The closing date of the purchase of the Property shall be no later than 60 days from the satisfaction of the conditions specified in the Government Review Period

Closing Costs: Seller and Purchaser each shall be responsible for ½ of survey expenses, title insurance premiums, state and county transfer taxes, any recording and escrow charges, and the Village transfer tax.

Documents to be Delivered: Upon execution of this LOI, Seller will promptly make available to Purchaser copies of the following items (to the extent in Sellers’ or its agents’ possession or control):

- the most current survey and zoning materials for the Property.
- the most recent title insurance policy or commitment for the Property.
- all leases and contracts relating to the Property, if any.
- the most recent tax bills relating to the Property.
- all environmental and geotechnical reports relating to the Property; and
- such other documents as Purchaser may reasonably request.

Marketing: Seller will not market the property through the Government Review Period, without the Seller’s prior approval.

Non-Binding: **The Redevelopment Agreement shall be subject to SELLER’s and BUYER’s approval, and only a fully executed Redevelopment Agreement shall constitute a Redevelopment Agreement for the PROPERTY.**

Financing Contingency: No financing contingency. This is a cash offer, for the acquisition of the Property. The acquisition of the Property is subject to Purchaser obtaining acceptable construction financing.

Development Partner: The Purchaser intends to enter into a joint venture for the development of the project with an entity affiliated with the Marquette Companies of 135 Water Street, 4th Floor, Naperville, Illinois 60540.

Exclusivity: The Seller will not negotiate with another party for the acquisition and development of the Property during the pendency of this Agreement.

I look forward to your response regarding this opportunity. Please call me to discuss any questions you may have.

Sincerely,



Matt Burow
Chief Executive Officer
Catalyst Partners | Catalyst Construction
matt@catalystbuilds.com

Cc: Mr. John T. Ford – President, Catalyst Partners (jford@catalystdevelops.com)
Mr. David G. Lyon – Partner, Catalyst Partners (dlyon@catalystdevelops.com)

AGREED TO AND ACCEPTED
As of the ____ day of November, 2021.

VILLAGE OF VILLA PARK, IL

Catalyst Partners | Catalyst Construction

By: 

Name: Nick Cuzzane

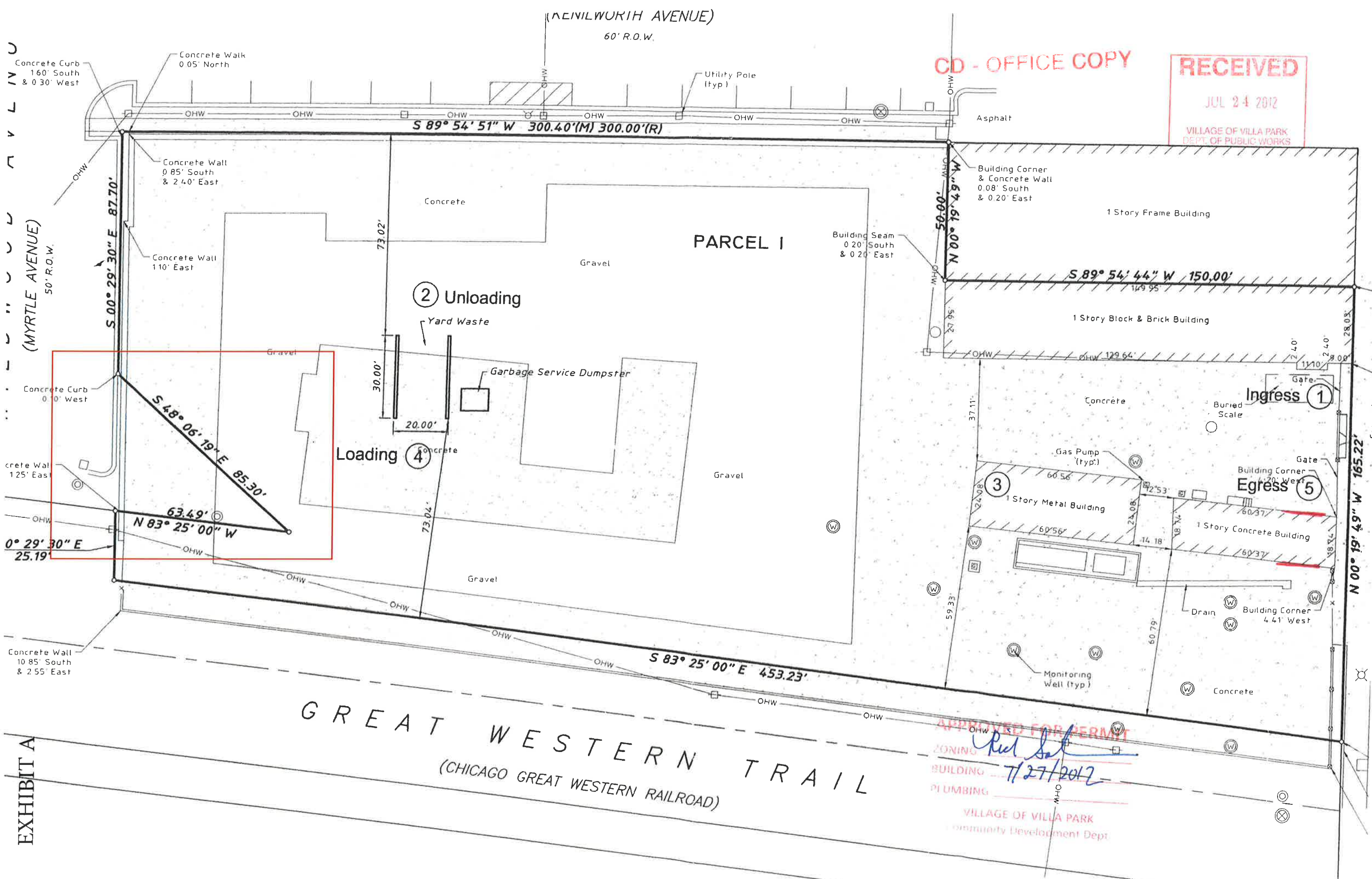
Its: Village President

By: 

Name: Matt Burow

Its: Chief Executive Officer
Catalyst Partners | Catalyst Construction

EXHIBIT A



CD - OFFICE COPY

RECEIVED
JUL 24 2012
VILLAGE OF VILLA PARK
DEPT. OF PUBLIC WORKS

APPROVED FOR PERMIT
ZONING
BUILDING
PLUMBING
VILLAGE OF VILLA PARK
Community Development Dept.