

ORDINANCE NO. 2020-10-055

**AN ORDINANCE APPROVING AN EXTENSION TO A
REDEVELOPMENT PROJECT START DATE**

(Urbana Landmark Hotel - 2020)

WHEREAS, the City of Urbana, an Illinois municipal corporation (hereinafter, the “City”), is a home rule unit of local government pursuant to Article 7, § 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City Council approved a Redevelopment Agreement with Marksons Affiliates, LLC (hereinafter the “Agreement”), on July 1, 2019, to renovate and operate the Urbana Landmark Hotel as a Tapestry Collection by Hilton Properties brand; and

WHEREAS, the Agreement defined the “Project Commencement Date” as July 1, 2020; and

WHEREAS, due to the COVID-19 global pandemic and the resulting restrictions and limitations, the Project Commencement Date could not be met; and

WHEREAS, the Developer requested timely to extend the Project Commencement Date from July 1, 2020, to July 1, 2021; and

WHEREAS, the City Council, after due consideration, finds that approval of the extension request is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

The City Council approves extending the Project Commencement Date as defined and used in the Agreement from July 1, 2020, to July 1, 2021.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such documents required to reflect the extension granted in Section 1, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said documents as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

This Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this 19th day of October, 2020.

AYES: Brown, Colbrook, Hursey, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:



Phyllis D. Clark

 Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this 20th day of October, 2020.

Diane Wolfe Marlin

 Diane Wolfe Marlin, Mayor

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND MARKSONS AFFILIATES, LLC

This First Amendment (hereinafter, "Amendment") to Redevelopment Agreement by and between City of Urbana, Champaign County, Illinois and Marksons Affiliates, LLC dated June 1, 2019 is entered into this 2 Day of November, 2020 by and between the City of Urbana, Illinois and ICON Hospitality, LLC, an affiliate and assignee of the Marksons Affiliates, LLC (collectively, the "Parties" and individually and generically, a "Party").

WHEREAS, the City of Urbana, Illinois (hereinafter the "City") and Marksons Affiliates, LLC (hereinafter, "Marksons") entered into a Redevelopment Agreement dated June 1, 2019 (hereinafter, "Agreement"); and

WHEREAS, at the request of Marksons, the City approved of Marksons' assignment of its rights and obligations to an affiliated entity owned by Marksons known as ICON Hospitality, LLC on or about January 23, 2020 (a copy of the City's consent to such assignment is appended hereto and made a part of this Amendment); and

WHEREAS, Section 1.1 of the Agreement defines "Project Commencement Date" as "July 1, 2020, the date on or before which construction of the Project is to commence"; and

WHEREAS, Section 8.5 of the Agreement provides:

... neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): ... restrictive governmental laws and regulations, ... acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City

commonly referred as "force majeure"; and;

WHEREAS, East-Central Illinois, including the area in which the City is located, has been dealing with and suffering from the COVID-19 pandemic; and

WHEREAS, the City has issued one or more emergency orders in an effort to mitigate or minimize the untoward impact that the COVID-19 pandemic has had on businesses operating and within and residents living in the City; and

WHEREAS, the nature of the work contemplated by the Agreement has been temporarily suspended by reason of the COVID-19 pandemic; and

WHEREAS, ICON was been unable to commence the said work on the project provided for in the Agreement on or before July 1, 2020 pursuant to Section 1.1 of the Agreement due to the COVID-19 pandemic; and

WHEREAS, ICON has requested until July 1, 2021 in which to commence the said project; and

WHEREAS, the City is willing to grant ICON's aforesaid request.

NOW for good, valuable and mutual consideration that each Party acknowledges as having in hand received, and for the exchange of the terms, conditions and covenants contained in this Amendment, the Parties agree as follows:

Section 1: Section 1.1 of the Agreement is hereby amended to substitute the "Project Commencement Date" of July 1, 2020 with July 1, 2021. All references in the Agreement to "Project Commencement Date" shall be to and mean July 1, 2021.

Section 2: Pursuant to Section 1.1 of the Agreement, the City acknowledges, confirms, approves, and ratifies the assignment of Marksons' rights and obligations under the Agreement to ICON. Subject to any further assignments approved by the City, ICON shall, henceforth, be deemed the "Developer" for all purposes provided for in the Agreement and shall be obligated to perform any all obligations under the Agreement that Marksons would otherwise have been obligated to perform but for its assignment of those rights and obligations to ICON.

Section 3: In consideration of Sections 1 and 2 of this Amendment, ICON shall use its best reasonable efforts to commence the work on the project contemplated in the Agreement as soon as reasonably possible given the COVID-19 pandemic conditions within East-Central Illinois, including the City.

Section 4: Each Party to this Amendment represents and acknowledges that the person who has executed this Amendment is duly authorized to do so on behalf of the Party for whom that person is executing this Amendment.

Section 5: Except as otherwise expressly provided in this Amendment, all other terms, conditions and covenants contained in the Agreement shall remain in full force and effect.

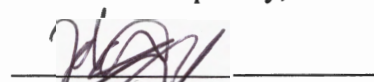
[END OF AMENDMENT. SIGNATURES FOLLOW.]

For the City of Urbana, Illinois



Diane Wolfe Marlin, Mayor

For ICON Hospitality, LLC



A duly authorized officer of ICON

Attest:

phyllis O. Clave
City Clerk Wendy A. ...
supv. clerk

Date:

11-30-2020

Witness:

[Signature]

Date:

11/27/20

