



Doc#: 0419034018
Eugene "Gene" Moore Fee: \$448.00
Cook County Recorder of Deeds
Date: 07/08/2004 10:05 AM Pg: 1 of 213

Property of Cook County Clerk's Office

210868

This document prepared by
~~and when recorded return to:~~
Adam R. Walker
Office of Corporation Counsel - Finance Division
121 North LaSalle Street - Room 600
Chicago, Illinois 60602

6

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made as of July 1, 2004, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting through its Department of Planning and Development ("DPD") and its Department of Housing ("DOH"), H.I.C.A., Inc., an Illinois not-for-profit corporation (the "General Partner"), and Liberty Square Limited Partnership (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax

Box 430

213

UNOFFICIAL COPY

Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the “Act”), to finance the redevelopment of conservation and blighted areas.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of City (the “City Council”) adopted the following ordinances on May 17, 2000: (1) “An Ordinance of the City of Chicago, Illinois, Approving a Redevelopment Plan for the Midwest Tax Increment Redevelopment Project Area;” (2) “An Ordinance of the City of Chicago, Illinois, Designating the Midwest Tax Increment Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act;” and (3) “An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Midwest Tax Increment Redevelopment Project Area.” Collectively, these ordinances shall be referred to herein as the “TIF Ordinances.” The redevelopment project area (the “Redevelopment Area”) is legally described in Exhibit A hereto.

On June 23, 2004, the City Council adopted an ordinance authorizing the execution of this Agreement and

D. The Project: On the Closing Date, the City shall sell, for \$1.00 each, 25 parcels of real property to the General Partner, all of which are located within the Redevelopment Area and are further described on Exhibit B hereto (such parcels referred to herein as the “City Parcels” or the “Property”). All of the Property is vacant. Also on the Closing Date, the General Partner shall convey the City Parcels to the Developer as a capital contribution.

Within the time frames set forth in Section 3.01 hereof, the Developer will commence and complete construction of 66 dwelling units on the Property, to be collectively known as “Liberty Square,” that will consist of twelve, three-story walk-up buildings on twelve scattered sites in a several-block area including South Central Park Avenue, West Flournoy Street, South Independence Boulevard and West Lexington Street (the “Project”). The 66 dwelling units will consist of 5 one-bedroom apartments, 40 two-bedroom apartments, 16 three-bedroom apartments and 5 four-bedroom apartments.

The Project buildings will be brick and masonry construction. The Project also will include a total of 66 parking spaces.

A maximum of seven units will be rented at market rate (the “Market-Rate Units”). A minimum of 59 units will be affordable to households earning 60% or less of the median income for the City of Chicago (the “Affordable-Rate Units”). Approximately 25% of the Project units will be available for rental to households holding project-based vouchers under a HAP contract with the Chicago Housing Authority for use by households earning 40% or less of the median income for the City of Chicago. Approximately 20% of the Project units will be adaptable, all of which can be made fully accessible to accommodate people with disabilities.

All affordability and adaptability requirements set forth above will be maintained

UNOFFICIAL COPY

for the entire 40-year term of the loan on the Property.

The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. But for the General Partner's and Developer's execution of this Agreement, the City would be unwilling to convey any portion of the Property or provide any City Funds or other City financing for the Project.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago's Midwest Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit C, as amended from time to time.

F. Lender Financing: The City acknowledges that other financing for the Project is to be provided as set forth in Exhibit D attached hereto (collectively, the "Lender Financing"). The terms of certain portions of the Lender Financing include requiring the Developer to enter into various occupancy and use restrictions including, but not limited to, the Regulatory Agreement (as defined below).

G. City Financing: Pursuant to the terms and conditions of this Agreement, the City will pay or reimburse the Developer for the TIF-Funded Interest Costs (as defined below) from Available Incremental Revenues (the "City Funds") in the manner set forth in the TIF Ordinances (as defined below).

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in Paragraph B of the Recitals hereto.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the General Partner or the Developer.

"Available Incremental Revenues" shall mean those Incremental Taxes deposited in the

UNOFFICIAL COPY

Incremental Taxes Fund attributable to the taxes levied on the Property, to the extent available, allocated by the City in each fiscal year and in the amounts set forth in Exhibit E hereto for payment of the TIF-Funded Interest Costs.

“Certificate” shall mean the Certificate of Completion described in Section 8 hereof.

“City Funds” shall have the meaning set forth in Paragraph G of the Recitals hereto.

“City Parcels” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Closing Date” shall mean the date of execution and delivery of this Agreement by all parties hereto.

“Corporation Counsel” shall mean City's Office of Corporation Counsel.

“Employer(s)” shall have the meaning set forth in Section 11 hereof.

“Environmental Laws” shall mean the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, any so-called “Superfund” or “Superlien” law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, as now or at any time hereafter in effect.

“Event of Default” shall have the meaning set forth in Section 16 hereof.

“FHA-Insured Loan” shall have the meaning set forth in Paragraph A.1 of Exhibit D hereto.

“Financial Statements” shall mean complete audited financial statements of the General Partner and the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices.

“First Mortgagee” shall mean Prairie Mortgage Company or the then holder of the FHA-Insured Loan if Prairie Mortgage Company is not then such holder.

“General Contractor” shall mean Linn-Mathes, Inc., an Illinois corporation.

“Hazardous Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

UNOFFICIAL COPY

“HUD” shall mean the United States Department of Housing and Urban Development.

“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by Treasurer into the Incremental Taxes Fund.

“Incremental Taxes Fund” shall mean the Midwest Tax Increment Redevelopment Project Area Special Tax Allocation Fund created pursuant to the TIF Ordinances.

“Lender Financing” shall have the meaning set forth in Paragraph F of the Recitals hereto.

“Lender” shall mean the provider of the Lender Financing.

“MBE(s)” or minority-owned business enterprise shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

“Other Funds” shall mean those funds set forth in Paragraph B of Exhibit D.

“Plans and Specifications” shall mean final construction documents containing a site plan and working drawings and specifications for the Project prepared by Lisec & Biederman Architects.

“Project” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Project Budget” shall mean the budget for the Project attached hereto as Exhibit F-1.

“Project Costs” shall mean all of the costs incurred in connection with the Project.

“Property” shall have the meaning set forth in Paragraph D of the Recitals hereto.

“Regulatory Agreement” shall mean that certain Regulatory Agreement for Multifamily Housing Projects dated as of the date hereof and amendments thereto, if any, entered into between the Developer and HUD with respect to the Property.

“Surplus Cash” shall have the meaning ascribed to it in the Regulatory Agreement.

“Survey” shall mean a plat of an ALTA survey of the Property acceptable in form and content to the City and the Title Company.

“Term of the Agreement” shall mean the term commencing on the date of execution of this Agreement and ending the date on which the Redevelopment Area is no longer in effect.

UNOFFICIAL COPY

“TIF-Funded Interest Costs” shall mean those costs which (i) are included within the definition of redevelopment project costs in Section 5/11-74.4-3(q) of the Act and are included in the Plan, and (ii) have the meaning set forth in Section 4.02 hereof.

“TIF Ordinances” shall have the meaning set forth in Paragraph C of the Recitals hereto.

“Title Company” shall mean a title insurance company qualified in Illinois and serviced by Title Services, Inc.

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, issued by the Title Company.

“WBE(s)” or women's business enterprise shall mean a business enterprise identified in the Directory of Certified Women's Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women's business enterprise.

SECTION 3. THE PROJECT

3.01 The Project.

(a) On the Closing Date, the City will convey the City Parcels to the General Partner at a price of \$1.00 each. Also on the Closing Date, the General Partner shall convey the City Parcels to the Developer as a capital contribution to the Project. The Developer shall thereafter: (i) commence construction of the Project no later than twenty business days after the Closing Date; and (ii) complete construction of the Project no later than 20 months after the Closing Date, subject to the provisions of Section 18.16 of this Agreement. The Project shall be carried out in accordance with the Plans and Specifications for the Project. In the event that HUD grants an extension of time for commencement or completion of construction of the Project, the Developer shall notify the City within five business days after receipt of notice of such extension and the foregoing dates shall be automatically extended accordingly.

(b) The City will convey the City Parcels to the General Partner by quitclaim deed, and the General Partner shall convey the City Parcels to the Developer by quitclaim, in all cases subject to (i) standard exceptions in an ALTA title insurance policy, (ii) all general real estate taxes (provided, however, that the City agrees to use reasonable efforts to obtain the waiver of any delinquent or forfeited real estate tax liens on the Property, which, if not reasonably obtained by the City, shall entitle the City, the General Partner or the Developer to decline to close this Agreement), (iii) all easements, encroachments, covenants and restrictions of record and not shown of record, and (iv) such other title defects and encumbrances as may exist (provided, however, that in the event the Title Company is unable or unwilling to remove or insure over said title defects and/or encumbrances at a cost which is reasonable and acceptable to the General

UNOFFICIAL COPY

Partner or Developer, and provided further that it can be reasonably determined that said title defects and/or encumbrances will affect the intended use or marketability of the City Parcels by the Developer, then the General Partner or the Developer shall be entitled to decline to close this Agreement).

3.02 Plans and Specifications. The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and shall comply with all applicable state and local laws, ordinances and regulations. As of the date hereof, the Developer has delivered to DOH, and DOH has approved, the Plans and Specifications, a list of which are attached hereto as Exhibit G. The Developer has submitted also all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

Any material amendment to the Plans and Specifications must be submitted to DPD for its approval.

3.03 Project Budget. The Developer has furnished to DPD, and DPD has approved, the Project Budget. The Developer hereby certifies to the City that (a) Lender Financing and Other Funds shall be sufficient to pay all Project Costs (including, initially, the TIF-Funded Interest Costs) and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer hereby represents to the City that the Lender Financing is (a) along with Other Funds and the City Funds, necessary to pay for all Project Costs and (b) available to be drawn upon to pay for certain Project Costs in accordance with the terms of the documents securing the Lender Financing.

3.04 Other Approvals. Construction of the Project and purchase of materials shall not commence until the Developer has obtained all permits and approvals required by state, federal or local statute, ordinance or regulation and the General Contractor has delivered to the Developer performance and payment bonds in the full amount of the construction contract.

3.05 Survey Updates. Upon DPD's request, the Developer shall provide three as-built Surveys to DPD reflecting improvements made to the Property.

3.06 Architect's Certificates and Periodic Reports. The Developer has contracted with Lisec and Biederman Architects (the "Developer's Architect") to act as its architect on the Project. The Developer's Architect shall provide the following documents to DOH:

(a) at the time of execution of this Agreement, an original executed Architect's Opening Certificate in the form attached hereto as Exhibit H-1;

(b) during construction of the Project on a monthly basis, a copy of AIA Form G-703, or a comparable form containing the same information as AIA Form G-703, and inspection reports;

UNOFFICIAL COPY

and

(c) upon completion of the Project, an original executed Architect's Completion Certificate in the form attached hereto as Exhibit H-2.

SECTION 4. FINANCING FOR THE PROJECT COSTS

4.01 Initial Financing for the Project. The Developer shall pay for all of the Project Costs, except the TIF-Funded Interest Costs, using the proceeds of the Lender Financing and Other Funds.

4.02 Reimbursement for TIF-Funded Interest Costs.

(a) The City hereby agrees to pay or reimburse to or on behalf of the General Partner, from Available Incremental Revenues, if any, a portion of the interest costs incurred by the Developer that will accrue on the FHA-Insured Loan (the "TIF-Funded Interest Costs") in each year and in the amounts set forth in Exhibit E hereto; provided, however, that in no event shall the amount payable by the City for TIF-Funded Interest Costs exceed the lesser of (x) the maximum amount specified in Section 4.04 hereof, or (y) the lesser of:

(i) the sum of: (A) 30 percent of the annual interest costs on the Lender Financing incurred by the Developer in connection with the construction of the Market-Rate Units during that year, plus (B) 75 percent of the annual interest costs on the Lender Financing incurred by the Developer in connection with the construction of the Affordable-Rate Units during that year, provided that, if there are not sufficient Available Incremental Revenues to make the payments pursuant to this subparagraph, then the amounts so due shall accrue and be payable when Available Incremental Revenues are available; or

(ii) the sum of: (A) 30 percent of the total costs paid or incurred by the Developer in connection with the construction of the Market-Rate Units, (B) 75 percent of the total costs paid or incurred by the Developer in connection with the construction of the Affordable-Rate Units, plus (C) 75 percent of the total redevelopment project costs (excluding any property assembly costs and relocation costs) incurred by the City pursuant to the Act.

(b) The amounts payable pursuant to Section 4.02(a) shall be paid by the City in accordance with this Agreement while the Lender Financing remains outstanding and so long as the TIF-Funded Interest Costs may, under the Act, be legally paid out of Available Incremental Revenues. The City acknowledges that the General Partner intends to assign its right to receive the amounts payable under this Agreement to the Developer, and that Developer may in turn re-assign said right to the First Mortgagee. Unless otherwise directed by the General Partner, the amounts payable pursuant to Section 4.02(a) shall be paid annually by the City to the First

UNOFFICIAL COPY

Mortgagee for distribution to the appropriate parties. The City will pay the First Mortgagee for the TIF-Funded Interest Costs for the Project upon submission by the First Mortgagee to DOH of an executed Requisition Form for TIF-Funded Interest Costs in the form attached hereto as Exhibit I. The Requisition Form for TIF-Funded Interest Costs shall be sent to DOH on or after November 1 of each year that payment is requested, and shall set forth the date for payment which shall be not less than 60 days from the date of its receipt by DOH. The City Comptroller shall pay, to the extent of any Available Incremental Revenues then available in the Incremental Taxes Fund, the amount requested in the Requisition Form for TIF-Funded Interest Costs within 60 days of its receipt; provided, that the amount so requested shall not exceed the maximum amount payable for such year as shown on Exhibit J attached hereto, plus any portion of such maximum amount for prior years that has not been paid as a result of insufficient funds. The First Mortgagee shall submit to DOH and the Department of Finance at the addresses specified in Section 17 copies of monthly invoices sent to the Developer by the First Mortgagee based on the Developer's most recent Financial Statements (or such other substantiating evidence as the City may accept) to evidence the accrual of such amounts for TIF-Funded Interest Costs. Upon the City's request, the First Mortgagee will provide any additional supporting documentation. Attached as Exhibit J is a schedule of maximum amounts which may be reimbursed as interest cost incurred by the Developer in accordance with the Redevelopment Plan and the limitations provided in Section 11-74.4-3(q)(1) of the Act.

(c) The present dollar value of the TIF-Funded Interest Costs as of the Closing Date, if any, is eligible to be deemed a donation of the City's personal property to the General Partner pursuant to the Illinois Affordable Housing Tax Credit Development Program, 20 ILCS 3805/7.28.

4.03 Sufficiency of Available Incremental Revenues for TIF-Funded Interest Costs. It is hereby understood and agreed to by the General Partner and the Developer that the City does not make any representations that the amount of the Available Incremental Revenues will be sufficient to pay for or reimburse the Developer for any or all of the TIF-Funded Interest Costs.

4.04 Source of City Funds to Pay TIF-Funded Interest Costs. Subject to the terms and conditions of this Agreement, the City hereby agrees to reserve City Funds from the sources and in the amounts described directly below to pay TIF-Funded Interest Costs:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes Attributable to the Tax Parcels Comprising the Property	\$1,900,000

The General Partner and Developer acknowledges and agrees that the City has committed to reserve only the Incremental Taxes attributable to the tax parcels comprising the Property and

UNOFFICIAL COPY

that the General Partner and Developer have no right or claim to, and the City shall be free to otherwise reserve, pledge and commit to other redevelopment projects or financing, the Incremental Taxes attributable to the other tax parcels in the Redevelopment Area. The City acknowledges and agrees that the Developer, as assignee of the right to receive payments under this Agreement, shall have a first priority claim to the Available Incremental Taxes committed and reserved under this Section 4.04.

SECTION 5. GENERAL PROVISIONS

5.01 DPD or DOH Approval. Any approval granted by DPD or DOH pursuant to this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other department of the City or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD or DOH pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

5.02 Other Approvals. Any DPD or DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Sections 3.02 and 3.04 hereof.

5.03 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the construction of the Project indicating that partial financing is being provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

5.04 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to the City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto, subject to any fee and/or cost waivers provided to the Developer by the City, if any.

5.05 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City, subject to any fee waivers provided to the Developer by the City, if any.

SECTION 6. CONDITIONS

The following conditions shall be complied with to the City's satisfaction within the time

UNOFFICIAL COPY

periods set forth below:

6.01 Title Policy. On the Closing Date, the Developer shall provide the City with a copy of the Title Policy showing the Developer in the title to (or holding a leasehold interest in, as applicable) each site comprising the Property.

6.02 Survey. The Developer has furnished the City with a Survey of each site comprising the Property prior to the execution of this Agreement.

6.03 Insurance. The Developer, at its own expense, shall insure each site comprising the Property in accordance with Section 13 hereof.

6.04 Opinion of Developer's Counsel. The Developer shall furnish the City with an opinion of counsel upon the execution of this Agreement in the form as may be reasonably required by or acceptable to Corporation Counsel.

SECTION 7. AGREEMENTS WITH CONTRACTORS

7.01 City Resident Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers"), as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and the other Employers shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both skilled and unskilled labor positions.

The Developer and the other Employers may request a reduction or waiver of this minimum percentage level of total worker hours performed by actual residents of the City of Chicago as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Purchasing Agent of the City of Chicago.

"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.

The Developer and the other Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. The Developer and the other Employers shall maintain copies of personal documents supportive

UNOFFICIAL COPY

of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of 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 company hired the employee should be written in after the employee's name.

The Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioners of DPD and of DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the (final) Certificate.

At the direction of DOH, affidavits and other supporting documentation will be required of the Developer and the other Employers to verify or clarify an employee's actual address when in doubt or lack of clarity has arisen.

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

When work at the Project is completed, in the event that the City has determined that the Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or has 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 Chicago to the degree stipulated in this Section. Therefore, in such case of non-compliance it is agreed that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Project Budget (as the same shall be evidenced by approved contract value for the actual contracts), shall be surrendered by the Developer and/or the other 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 employee to prosecution. Any retainage to cover contract performance that may become due to the Developer and the other Employers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Purchasing Agent's determination whether the Developer and the other Employers must surrender damages as provided in this paragraph. Any monetary obligations of the Developer hereunder shall be

UNOFFICIAL COPY

satisfied from distributable Surplus Cash only. In addition, the Developer shall make good faith efforts that all other contracts entered into in connection with the Project for work done, services provided or materials supplied shall be let to persons or entities whose main office and place of business are located within the City, subject to applicable HUD regulations.

Nothing herein provided shall be construed to be a limitation upon the "Notice of 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.

The Developer shall cause or require the provisions of this Section 7.01 to be included in all construction contracts and subcontracts related to the Project.

7.02 Maintaining Records. On a monthly basis until completion of construction of the Project, the Developer shall provide to DOH reports in a form satisfactory to DOH evidencing its compliance with Section 7.01.

7.03 Other Provisions. Photocopies of all contracts or subcontracts entered into by the Developer in connection with the Project shall be made available to DOH and DPD upon request. The Developer has the right to delete proprietary information from such contracts or subcontracts, provided, however, that upon DOH's or DPD's request, the Developer shall make available such proprietary information for review by any authorized City representative.

SECTION 8. COMPLETION OF CONSTRUCTION

8.01 Certificate of Completion. Upon completion of the construction of the Project and related redevelopment activities constituting the Project in accordance with the terms of this Agreement, and upon the Developer's written request, DPD shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. DPD shall respond to the Developer's written request for a Certificate by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

8.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project and related redevelopment activities constituting the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect

UNOFFICIAL COPY

throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 9.02 and 9.12 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) other than the General Partner and the Developer throughout the Term of the Agreement notwithstanding the issuance of a Certificate. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the General Partner and the Developer or a permitted assignee of the Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of both the General Partner's and the Developer's rights under this Agreement and assume both the General Partner's and the Developer's liabilities hereunder.

8.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of the Agreement, or if the General Partner fails to ensure that the Developer has so completed the Project, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) subject to the provisions of Section 16.02, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete the Project and to pay for its costs out of City Funds or other City monies. In the event that the aggregate cost of completing the Project exceeds the amount of City Funds available, the General Partner and the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such work in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the General Partner or the Developer, or from both of them.

8.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

The General Partner and the Developer each represent, warrant and covenant to the City as follows:

9.01 General. The General Partner represents, warrants and covenants that:

UNOFFICIAL COPY

(a) the General Partner is an Illinois not for profit corporation duly organized, validly existing, and qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) the General Partner has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the General Partner of this Agreement has been duly authorized by all necessary corporate action and will not violate its articles of incorporation or bylaws as amended and supplemented, any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document to which the General Partner is now a party or by which the General Partner is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 18.14 hereof, the General Partner shall acquire good, indefeasible and merchantable fee simple title to the Property, subject to those matters shown in the Title Policy, and shall promptly thereafter convey the same to the Developer;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the General Partner's knowledge, threatened or affecting the General Partner which would materially impair its ability to perform under this Agreement;

(f) the General Partner is not aware of any default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the General Partner is a party or by which the General Partner is bound which would materially affect its ability to perform hereunder;

(g) the Financial Statements when submitted will be, complete and correct in all material respects and will accurately present the assets, liabilities, results of operations and financial condition of the General Partner; and

(h) the General Partner is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws and that the Property is suitable for its intended use.

9.01A General. The Developer represents, warrants and covenants that:

(a) the Developer is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

UNOFFICIAL COPY

(b) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary partnership action and will not violate its partnership agreement as amended and supplemented, any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted pursuant to the terms of this Agreement, including Section 18.14 hereof, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property, subject to those matters shown in the Title Policy. The Developer may make application to HUD for a Transfer of Physical Assets in accordance with paragraph R-9 of the HUD-Required Provisions Rider attached hereto;

(e) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the Developer's knowledge, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;

(f) the Developer shall obtain and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct, complete and operate its business at the Property;

(g) the Developer is not aware of any default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would materially affect its ability to perform hereunder;

(h) the Financial Statements when submitted will be, complete and correct in all material respects and will accurately present the assets, liabilities, results of operations and financial condition of the Developer; and

(i) the Developer is satisfied that it has taken any measures required to be taken to bring the Property and the Project into compliance with Environmental Laws and that the Property is suitable for its intended use.

9.02 Covenant to Redevelop. The General Partner shall take all steps within its power to cause the Developer to, and the Developer shall, redevelop the Property substantially in accordance with the Agreement and all Exhibits attached hereto, the TIF Ordinances, the Plans and Specifications, the Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer, including specifically, but without limitation, the affordability

UNOFFICIAL COPY

requirements set forth in Recital D. The covenants set forth in this Section 9.02 shall run with the land and be binding upon any transferee of the Property other than the General Partner and the Developer.

9.03 Redevelopment Plan. The General Partner and the Developer represents that the Project shall be in compliance with all of the terms of the Redevelopment Plan.

9.04 Use of Available Incremental Revenues. Available Incremental Revenues disbursed to, or on behalf of, the General Partner or the Developer shall be used solely to pay or reimburse the General Partner or the Developer for the TIF-Funded Interest Costs as provided in this Agreement.

9.05 Arms Length Transactions. Unless DPD and DOH shall have given its prior written consent with respect thereto, no Affiliate of the General Partner or the Developer (other than the Developer or the General Partner) may receive any part of the City Funds, directly or indirectly, through reimbursement of the General Partner or Developer pursuant to Section 4 or otherwise, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Interest Costs. The Developer shall provide information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon DPD's request, prior to any such disbursement.

9.06 Conflict of Interest. The General Partner and the Developer represent and warrant that no member, official or employee of the City, or member of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City in connection with the Project, owns or controls (or has owned or controlled) any interest, direct or indirect, in the Developer's business or the Property.

9.07 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

9.08 Financial Statements. The Developer shall maintain and provide to DPD its Financial Statements at the earliest practicable date but no later than 120 days following the end of the Developer's fiscal year, each year for the Term of the Agreement.

9.09 General Partner's and Developer's Liabilities. The General Partner and the Developer shall not enter into any transaction that would materially and adversely affect their ability to perform their obligations hereunder. The General Partner and the Developer shall immediately notify DPD of any and all events or actions which may materially affect the General Partner's or Developer's ability to perform their obligations under this Agreement.

9.10 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes. Upon

UNOFFICIAL COPY

the City's request, the Developer shall provide copies of any documentary evidence of compliance of such laws which may exist, such as, by way of illustration and not limitation, permits and licenses.

9.11 Recording and Filing. The General Partner and the Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

9.12 Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer shall have the right to challenge real estate taxes applicable to the Property provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option, (i) the Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise

UNOFFICIAL COPY

DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly paid to DPD by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, City, in its sole discretion, may require the Developer to submit to City audited Financial Statements at the Developer's own expense. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 9.12(b) below.

(b) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum equalized assessed value of the Property ("Minimum Equalized Assessed Value") anticipated to be necessary to generate Incremental Taxes sufficient to pay the TIF-Funded Interest Costs is shown on Exhibit K attached hereto for the years noted on Exhibit K and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(ii) Real Estate Tax Exemption. Unless DPD shall have given its prior written consent thereto, with respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of the Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that this Agreement is in effect.

(iii) No Reduction in Equalized Assessed Value. Unless DPD shall have given its prior written consent thereto, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of the Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the equalized assessed value of all or any portion of the Property or the Project below the amount of the Minimum Equalized Assessed Value as shown in Exhibit K.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean

UNOFFICIAL COPY

a complaint seeking to increase the assessed value of the Project to an amount not greater than the Minimum Equalized Assessed Value.

(c) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 9.12 are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the date of execution of the Agreement. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferee from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

9.13 Affordable and Adaptable Housing. A maximum of seven units will be Market-Rate Units. A minimum of 59 units will be Affordable-Rate Units. Approximately 25% of the Project units will be available for rental to households holding project-based vouchers under a HAP contract with the Chicago Housing Authority for use by households earning 40% or less of the median income for the City of Chicago. Approximately 20% of the Project units will be adaptable, all of which can be made fully accessible to accommodate people with disabilities. All affordability and adaptability requirements will be maintained for the entire 40-year term of the senior loan on the Property.

9.14 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

10.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder, and covenants that: (a) the Incremental Taxes Fund has been established, (b) the Incremental Taxes will be deposited therein, and (c) such funds shall remain available to pay the City's obligations under Sections 4.02 and 4.04 as the same become due, as long as the TIF-Funded Interest Costs continue to be payable from Available Incremental Revenues under the Act. The City agrees not to amend the Redevelopment Plan so as to materially impair its ability to pay in full any amounts due from the City under this Agreement without the written consent of the General Partner, the Developer and the Lender.

10.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 10 or elsewhere in this Agreement shall be true, accurate, and complete

UNOFFICIAL COPY

at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 11. EMPLOYMENT OPPORTUNITY

The Developer and its successors and assigns hereby agree, and shall contractually obligate its or their contractors or any Affiliate of the Developer operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of the Agreement with respect to the Developer and during the period of any other such party's provision of services hereunder or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, ch. 2-160, Section 2-160-010 et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: 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. 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.

(b) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(c) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(d) MBE/WBE Commitment. The Employers agree that during the Project:

(i) 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.,

UNOFFICIAL COPY

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 Subsection 11(d), during the course of the Project, at least the following percentages of the aggregate hard construction costs (as set forth in the Project Budget) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

- (1) At least 24 percent by MBEs.
- (2) At least four percent by WBEs.

(ii) For purposes of this Subsection 11(d) only:

(A) 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 Loan Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(B) 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.

(C) 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.

(iii) 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 Project to one or more MBEs or WBEs, or by the purchase of materials or services used in 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

UNOFFICIAL COPY

be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Subsection 11(d). 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.

(iv) The Developer shall deliver quarterly reports to DOH during 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 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 DOH 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 Project for at least five years after completion of the Project, and DOH shall have access to all such records maintained by the Developer, on five Business Days' notice, 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 Project.

(v) Upon the disqualification of any MBE or WBE General Contractor or Subcontractor, if such status was misrepresented by the disqualified party, 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.

(vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Subsection 11(d) shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall be required to meet with the monitoring staff of DOH with regard to the Developer's compliance with its obligations under this Subsection 11(d). The General Contractor and all major Subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to DOH its plan to achieve its obligations under this Subsection 11(d), the sufficiency of which shall be approved by DOH. During the Project, the Developer shall submit the documentation required by this Subsection 11(d) to the monitoring staff of DOH. Failure to submit such documentation on a timely basis, or a determination by DOH, upon analysis of the documentation, that the Developer is not complying with its obligations under this Subsection 11(d), 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 hereunder, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further reimbursement of any TIF-Funded Interest Costs to the Developer or the

UNOFFICIAL COPY

General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

(e) The Developer will include the foregoing provisions in every contract entered into in connection with the Project and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or Affiliate, as the case may be.

SECTION 12. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of City or Developer or any of its subsidiaries under any Environmental Laws relating to the Property. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

SECTION 13. INSURANCE

The Developer shall procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of the Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor:

- (a) Prior to Execution and Delivery of this Agreement: At least 10 business days prior to the execution of this Agreement, the Developer shall procure and

UNOFFICIAL COPY

maintain the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than \$100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence combined single limit, for bodily injury and property

UNOFFICIAL COPY

damage.

(iv) All Risk Builders Risk Insurance

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

(v) Professional Liability

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of \$1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions

Upon DPD's request, the Developer shall provide DPD with copies of insurance policies or certificates evidencing the coverage specified above. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

UNOFFICIAL COPY

The Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

The City maintains the right to modify, delete, alter or change the provisions of this Section 13 upon receipt of HUD's prior written consent and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 13 beyond that which is reasonably customary at such time.

SECTION 14. INDEMNIFICATION

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses including, without limitation, reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's failure to pay contractors or materialmen in connection with the Project, or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan or any other document related to this Agreement and executed by the Developer that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer or (iv) the Developer's failure to cure its misrepresentation in this Agreement or any other agreement relating thereto within the cure period provided. Any monetary obligations of the Developer hereunder shall be satisfied from distributable Surplus Cash only.

SECTION 15. MAINTAINING RECORDS/RIGHT TO INSPECT

15.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall

UNOFFICIAL COPY

incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

15.02 Inspection Rights. Any authorized representative of the City shall have access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 16. DEFAULT AND REMEDIES

16.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Sections 16.03 and 18.16, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the General Partner or the Developer to perform, keep or observe any of their respective covenants, conditions, promises, agreements or obligations under this Agreement or any related agreement;

(b) the failure of the General Partner or the Developer to perform, keep or observe any of their respective covenants, conditions, promises, agreements or obligations under any other agreement with any person or entity if such failure may have a material adverse effect on the General Partner or the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the General Partner or the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the permitted liens consented to by the City, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the General Partner or the Developer or for the liquidation or reorganization of the General Partner or the Developer, or alleging that the General Partner or the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the General Partner or the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the General Partner or the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 60 days after

UNOFFICIAL COPY

the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the General Partner or the Developer, for any substantial part of the General Partner or the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the General Partner or the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within 60 days after the commencement thereof;

(g) the entry of any judgment or order against the General Partner or the Developer which remains unsatisfied or undischarged and in effect for 30 days after such entry without a stay of enforcement or execution;

(h) a change in the Developer's general partner or co-general partner, addition of a general partner (other than Borheur Corporation), or sale or other transfer of all or a controlling interest in the ownership of the General Partner without DOH's prior written consent; or

(i) a change in the ownership of the Project without DPD's prior written consent.

16.02 Remedies. (a) Subject to the provisions of paragraph (b) of this section, upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both, provided, however, that the City shall not obtain a lien against the Property. Any monetary remedies, including but not limited to judgments, are payable from distributable Surplus Cash only.

(b) Notwithstanding any other provision in this Agreement, the City shall not terminate this Agreement or suspend disbursement of the City Funds upon the occurrence of an Event of Default unless (i) foreclosure proceedings have been commenced under the mortgage securing the FHA-Insured Loan or a deed in lieu of such foreclosure has been executed and delivered or (ii) HUD consents to such termination or suspension of disbursement.

16.03 Curative Period. In the event the General Partner or the Developer, respectively, shall fail to perform a covenant which General Partner or the Developer, respectively, is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the General Partner or the Developer, as may be, shall have failed to perform such covenant within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not reasonably capable of being cured within such 30-day period, if the General Partner or the Developer in default has commenced to cure the alleged

UNOFFICIAL COPY

default within such 30-day period and thereafter continues diligently to effect such cure, then said 30-day period shall be extended to 60 days upon written request from the General Partner or the Developer to the City delivered during such 30-day period, and upon further written request from the General Partner or the Developer to the City delivered during such 60-day period, said 60-day period shall be extended to 90 days; provided, further, that such default is cured in any event within 120 days of the date of the General Partner's or the Developer's receipt of a written default notice.

16.04 Right to Cure by Lender. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Lender and the Lender shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, the Lender may cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the General Partner or the Developer with respect to such monetary default; or (ii) receipt by the Lender of such notice from the City; and

(b) if the Event of Default is of a non-monetary nature, the Lender shall have the right to cure such default within 30 days after the later of: (i) the expiration of the cure period, if any, granted to the General Partner or the Developer with respect to such non-monetary default; or (ii) receipt by the Lender of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Lender within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the Lender continue diligently to pursue the cure of such default and, if possession of the Project is necessary to effect such cure, the Lender have instituted appropriate legal proceedings to obtain possession.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified or facsimile mail, return receipt requested.

If to City: City of Chicago
 Department of Planning and Development
 121 North LaSalle Street, Room 1000

UNOFFICIAL COPY

Chicago, IL 60602
 Attention: Commissioner

With Copies To: City of Chicago
 Department of Law
 Finance and Economic Development Division
 121 North LaSalle Street, Room 600
 Chicago, IL 60602

and: Department of Finance
 City of Chicago
 33 North LaSalle Street
 Chicago, Illinois 60602
 Attn: City Comptroller

If to Developer or General Partner Liberty Square Limited Partnership
 c/o Bonheur Development Corporation
 400 East 41st Street - Suite 101
 Chicago, Illinois 60653

and: Prairie Mortgage Company
 819 S. Wabash, Suite 508
 Chicago, Illinois 60605
 Attention: Kenneth B. Marshall

and: National Equity Fund, Inc.
 120 S. Riverside Plaza - 15th Floor
 Chicago, Illinois 60606
 Attention: Bill Papaj

and: U.S. Department of Housing and Urban Development
 Chicago Regional Office, Region V
 77 West Jackson Boulevard
 Chicago, Illinois 60604
 Attn: Director of Multifamily Housing
 HUD Project No: 071-32144

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant

UNOFFICIAL COPY

to subsection (d) shall be deemed received two business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the City, the General Partner and the Developer.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the General Partner or the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the General Partner or the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The General Partner and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City, the General Partner or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

UNOFFICIAL COPY

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City or DPD, or any matter is to be to the City's or DPD's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or DPD in writing and in its reasonable discretion thereof. The Commissioner of DPD or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Except for the General Partner's assignment to Developer of the right to receive payments under this Agreement, which consent is set forth in Section 4.02(b) herein, the General Partner and the Developer may assign this Agreement at any time during the term of the Agreement, with the City's prior written consent, to an entity which acquires the Property pursuant to paragraph R-9 of the HUD-Required Provisions Rider attached hereto or to the Lender provided that such assignee continues to operate the Property and the Project for the same purpose for which it is currently used and operated. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all terms of this Agreement for the Term of the Agreement, and shall execute an affidavit to the effect that it is in compliance with all applicable City ordinances and is otherwise qualified to do business with the City.

18.15 Binding Effect. This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns. The provisions of this Agreement pertaining to the obligations of the City shall be binding upon the City.

18.16 Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe

UNOFFICIAL COPY

rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

18.17 HUD Rider. The document entitled "HUD-Required Provisions Rider" attached hereto is hereby incorporated into this Agreement as if fully set forth herein and shall remain a part of this Agreement so long as the Secretary of HUD or his/her successors or assigns, are the insurers or holders of the Mortgage Note (as defined in the HUD-Required Provisions Rider). Upon such time as HUD is no longer the insurer or holder of the Mortgage Note or such time as the Mortgage Note is paid in full, the parties hereto agree that the HUD-Required Provisions Rider shall no longer be a part of this Agreement.

18.18. No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, 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 official 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to any of the Loan Documents, or in connection with the transactions contemplated thereby, shall be grounds for termination of the Redevelopment Agreement and the transactions contemplated thereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Redevelopment Agreement or the transactions contemplated thereby.

[signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

LIBERTY SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Bonheur Corporation, an Illinois corporation and its
managing general partner

By: Fred L. Bonne
Its: President
Name: Fred L. Bonne

H.I.C.A., Inc., an Illinois ~~not for profit~~ corporation

By: [Signature]
Its: President
Name: Lee R Baker

CITY OF CHICAGO, ILLINOIS, acting by and through its
Department of Planning and Development

By: _____
Denise Casalino, P.E.
Commissioner

CITY OF CHICAGO, ILLINOIS, acting by and through its
Department of Housing

By: _____
John F. Markowski
Commissioner

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

LIBERTY SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership

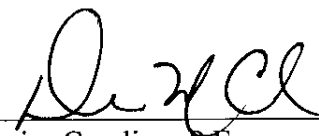

By: Bonheur Corporation, an Illinois corporation and its
managing general partner

By: _____
Its: _____
Name: _____

H.L.C.A., INC., an Illinois not-for-profit corporation

By: _____
Its: _____
Name: _____

CITY OF CHICAGO, acting by and through its Department of
Planning and Development

By:  _____
Denise Casalino, P.E.
Commissioner 

CITY OF CHICAGO, acting by and through its Department of
Housing

By: _____
John G. Markowski
Commissioner

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

LIBERTY SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: Bonheur Corporation, an Illinois corporation and its
managing general partner

By: _____
Its: _____
Name: _____

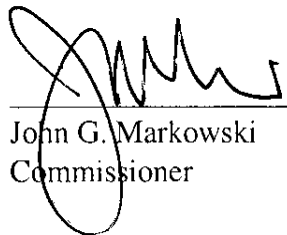
H.L.C.A., INC., an Illinois not-for-profit corporation

By: _____
Its: _____
Name: _____

CITY OF CHICAGO, acting by and through its Department of
Planning and Development

By: _____
Denise Casalino, P.E.
Commissioner

CITY OF CHICAGO, acting by and through its Department of
Housing

By:  _____
John G. Markowski
Commissioner

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Janice Brongel, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Fred L. Bonner, personally known to me to be the President of Bonheur Corporation, an Illinois corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 30th day of June, 2004 in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Corporation as his/her free and voluntary act and as the free and voluntary act of the Corporation, as managing general partner of Liberty Square Limited Partnership, for the uses and purposes therein set forth.

Janice Brongel
Notary Public

My commission expires 9-17-2005
(SEAL)



Notary of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Janice Brongel, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lee E Baker, personally known to me to be the President of H.I.C.A., Inc., an Illinois not-for-profit corporation (the "Corporation") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 30th day of JUNE, 2000 in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Corporation as his/her free and voluntary act and as the free and voluntary act of the Corporation, as majority co-general partner of Liberty Square Limited Partnership, for the uses and purposes therein set forth.

Janice Brongel
Notary Public

My commission expires 9-17-2005
(SEAL)



UNOFFICIAL COPY

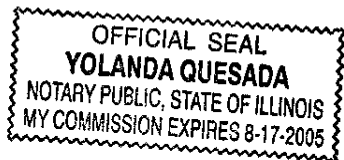
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Yolanda Quesada, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Denise Casalino, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this ~~1st~~ day of July, 2004 in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Yolanda Quesada
Notary Public

My commission expires Aug. 17, 2005

(SEAL)



County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Digna Castro, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John Markowski, personally known to me to be the _____ Commissioner of the Department of Housing of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 12 day of July, 2004 in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Digna Castro
Notary Public

My commission expires _____

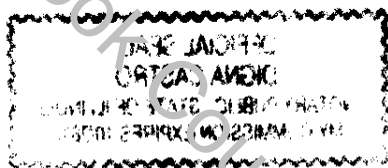
(SEAL)



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A

REDEVELOPMENT AREA LEGAL DESCRIPTION

LEGAL DESCRIPTION

MIDWEST TAX INCREMENT REDEVELOPMENT PROJECT AREA

[see attached]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

30914

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: February 29, 2000.

[(Sub)Exhibit "A" referred to in this Resolution 00-CDC-28
unavailable at time of publication.]

Exhibit "C".
(To Ordinance)

Legal Description Of Project Boundary.

All that part of Sections 11, 12, 13, 14, 15, 22, 23 and 24 in Township 39 North, Range 13 East of the Third Principal Meridian and Sections 7 and 18 in Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the west line of South California Avenue with the south line of West Roosevelt Road; thence east along said south line of West Roosevelt Road to the west line of South Talman Avenue; thence south along said west line of South Talman Avenue to the south line of Lot 20 in the

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30915

subdivision of Lots 6 to 10 in Block 1 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 20 being also the north line of West 12th Place; thence west along said north line of West 12th Place to the northerly extension of the east line of Lot 1 in Pope's Subdivision of Lots 11, 14, 15, 18, 19, 2, 23 and 26 of Block 1 of Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 1 in Pope's Subdivision being also the west line of South Talman Avenue; thence south along said northerly extension and the west line of South Talman Avenue to the westerly extension of the north line of Lot 1 in John Berry, Jr. Guardian's Subdivision of Lots 15 and 16 of Block 3 of Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 1 in John Berry, Jr. Guardian's Subdivision being also the south line of West 13th Street; thence east along said westerly extension and along the south line of West 13th Street to the east line of said Lot 1 in John Berry, Jr. Guardian's Subdivision, said east line of said Lot 1 being also the west line of the alley east of South Talman Avenue; thence south along said west line of the alley east of South Talman Avenue to the southeasterly line of Lot 14 in the subdivision of Lots 1 to 5 and Lot 7 in Block 4 and Lots 1 to 6 and 11 to 14 in Block 3 and Lots 3, 4 and 5 in Block 5 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, said southeasterly line of Lot 14 being also the northwesterly line of the alley northwesterly of West Ogden Avenue; thence northeasterly along said northwesterly line of the alley northwesterly of West Ogden Avenue to the west line of South Rockwell Street; thence south along said west line of South Rockwell Street to the north line of West 15th Street; thence west along said north line of West 15th Street to the northerly extension of the west line of Lot 11 in Pope's Subdivision of Lots 1, 2, 3, 4, 10, 11, 12 and 13, all in Block 8 in Cook and Anderson's Subdivision in the west half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian; thence south along said northerly extension and the west line of Lot 11 in said Pope's Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West 15th Place; thence east along said north line of the alley north of West 15th Place to the northerly extension of the west line of Lot 17 in said Pope's Subdivision; thence south along said northerly extension and the west line of Lot 17 in said Pope's Subdivision to the north line of West 15th Place; thence west along said north line of West 15th Place to the west line of South Washtenaw Avenue; thence south along said west line of South Washtenaw Avenue to the northwesterly line of West 19th Street; thence southwesterly along said northwesterly line of West 19th Street to the south line of Lot 24 in Block 4 in McMahan's Subdivision of the west half of the west half of the southeast quarter of Section 24, Township 39 North, Range 13 East of the

UNOFFICIAL COPY

30916

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Third Principal Meridian, said south line of Lot 24 in Block 4 in McMahon's Subdivision being also the north line of West 19th Street; thence west along said north line of West 19th Street and along the westerly extension thereof to the west line of South California Avenue; thence south along said west line of South California Avenue to the northerly line of the C. B. & O. Railroad right-of-way; thence southwesterly along said northerly line of the C. B. & O. Railroad right-of-way to the west line of South Albany Avenue; thence north along said west line of South Albany Avenue to the north line of West 19th Street; thence east along said north line of West 19th Street to the west line of South Albany Avenue; thence north along said west line of South Albany Avenue to the southerly line of West Ogden Avenue; thence southwesterly along said southerly line of West Ogden Avenue to the west line of South Kedzie Avenue; thence north along said west line of South Kedzie Avenue to the south line of Lot 2 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, a subdivision of Blocks 1, 2, 5 and 10 of Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter (lying north of the centerline of Ogden Avenue) of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of Lot 2 in Block 1 in Prescott's Douglas Park Addition to Chicago and along the westerly extension thereof, and along the south line of Lot 28 in said Block 1 in Prescott's Douglas Park Addition to Chicago, and along the westerly extension thereof, and along the south line of Lot 2 in Block 2 in said Prescott's Douglas Park Addition to Chicago, and along the westerly extension thereof and along the south line of Lot 40 in said Block 2 in Prescott's Douglas Park Addition to Chicago to the west line of said Lot 40, said west line of Lot 40 being also the east line of South Spaulding Avenue; thence south along said east line of South Spaulding Avenue to the easterly extension of the north line of Lot 15 in Sherman and Walter's Resubdivision of Block 11 in Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter (lying north of the centerline of Ogden Avenue) of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 15 in Sherman and Walter's Resubdivision and along the westerly extension thereof, and along the north line of Lot 39 in said Sherman and Walter's Resubdivision and along the westerly extension

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30917

thereof to the west line of South Christiana Avenue; thence north along said west line of South Christiana Avenue to the south line of Lot 2 in the resubdivision of Block 12 in said Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter (lying north of the centerline of Ogden Avenue) of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of Lot 2 in the resubdivision of Block 12 in Circuit Court Partition and along the westerly extension thereof, and along the south line of Lot 64 in said resubdivision of Block 12 in Circuit Court Partition, and along the westerly extension thereof, and along the north line of Lot 3 in Block 1 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian to the west line of said Lot 3, said west line of Lot 3 being also the east line of the alley west of South Homan Avenue; thence south along said east line of the alley west of South Homan Avenue to the easterly extension of the south line of the north 10 feet of Lot 46 in said Block 1 in Lyman Trumbull's Subdivision; thence west along said easterly extension and the south line of the north 10 feet of Lot 46 in Block 1 in Lyman Trumbull's Subdivision and along the westerly extension thereof to the west line of South Trumbull Avenue; thence south along said west line of South Trumbull Avenue to the south line of the north 5 feet of Lot 4 in Block 2 in said Lyman Trumbull's Subdivision; thence west along said south line of the north 5 feet of Lot 4 in Block 2 in Lyman Trumbull's Subdivision and along the westerly extension thereof to the east line of Lot 45 in said Block 2 in Lyman Trumbull's Subdivision, said east line of Lot 45 being also the west line of the alley west of South Trumbull Avenue; thence north along said west line of the alley west of South Trumbull Avenue to the north line of said Lot 45 in Block 2 in Lyman Trumbull's Subdivision; thence west along said north line of said Lot 45 in Block 2 in Lyman Trumbull's Subdivision and along the westerly extension thereof to the west line of South St. Louis Avenue; thence north along said west line of South St. Louis Avenue to the south line of Lot 2 in Wood's Lawndale Subdivision of that part lying north of Ogden Avenue of the east half of the west half of the west half together with the north 265 feet of the west half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of Lot 2 in Wood's Lawndale Subdivision and along the westerly extension thereof and along the south line of Lot 96 in said Wood's Lawndale Subdivision to the east line of South Drake Avenue; thence south along said east line of South Drake Avenue to the easterly extension of the south line of Lot 99 in said Wood's Lawndale Subdivision; thence west along said easterly extension and the south line of Lot 99 in Wood's Lawndale Subdivision and along the westerly extension thereof and along the south line of Lot 114 in said Wood's Lawndale Subdivision to the east line of South Central Park Avenue; thence south along said east line of South Central Park Avenue to the easterly extension of the north line of Lot 9 in J. T. Mathew's Subdivision of Lots 1 and 20 in J. H. Kedzie's

UNOFFICIAL COPY

30918

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Subdivision of part of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lot 9 in J. T. Mathew's Subdivision and along the westerly extension thereof to the east line of Lot 6 in Block 1 in the resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago, a subdivision in the east half of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 6 being also the west line of the alley west of South Central Park Avenue; thence south along said west line of the alley west of South Central Park Avenue to the south line of Lot 11 in said Block 1 in the resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago; thence west along said south line of Lot 11 in Block 1 in the resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago and along the westerly extension thereof to the west line of South Millard Avenue; thence north along said west line of South Millard Avenue to the south line of Lot 6 in Block 2 in said resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago; thence west along said south line of Lot 6 in Block 2 in the resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago and along the westerly extension thereof to the east line of Lot 154 in Lansingh's Addition to Chicago, a subdivision of Lots 5, 6, 15, 16 and the west 146.17 feet of Lots 4 and 17 in J. H. Kedzie's Subdivision of part of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 154 in Lansingh's Addition to Chicago being also the west line of the alley west of South Millard Avenue; thence north along said east line of Lot 154 in Lansingh's Addition to Chicago to the north line of said Lot 154; thence west along said north line of Lot 154 in Lansingh's Addition to Chicago and along the westerly extension thereof to the west line of South Lawndale Avenue; thence north along said west line of South Lawndale Avenue to the south line of Lot 143 in said Lansingh's Addition to Chicago; thence west along said south line of Lot 143 in said Lansingh's Addition to Chicago and along the westerly extension thereof to the east line of Lots 3 and 4 in said Lansingh's Addition to Chicago, said east line of Lots 3 and 4 in Lansingh's Addition to Chicago being also the west line of the alley west of South Lawndale Avenue; thence north along said west line of the alley west of South Lawndale Avenue to the south line of the north 11.5 feet of Lot 3 in said Lansingh's Addition to Chicago; thence west along said south line of the north 11.5 feet of Lot 3 in Lansingh's Addition to Chicago and along the westerly extension thereof to the west line of South Ridgeway Avenue; thence north along said west line of South Ridgeway Avenue to the south line of the north 16 feet of Lot 2 in Downing's Subdivision (except streets) of Lots 7 to 14, inclusive, in J. H. Kedzie's Subdivision of part of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of the north 16 feet of Lot 2 in Downing's Subdivision to the west line of said Lot 2, said west line of Lot 2 being also the east line of the alley east of

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30919

South Hamlin Avenue; thence south along said east line of the alley east of South Hamlin Avenue to the easterly extension of the south line of Lot 150 in said Downing's Subdivision; thence west along said easterly extension and the south line of Lot 150 in said Downing's Subdivision and along the westerly extension thereof to the west line of South Hamlin Avenue; thence north along said west line of South Hamlin Avenue to the south line of Lot 152 in said Downing's Subdivision in the west half of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian; thence west along said south line of Lot 152 in Downing's Subdivision and along the westerly extension thereof and along the south line of Lot 313 in said Downing's Subdivision to the east line of South Avers Avenue; thence south along said east line of South Avers Avenue to the easterly extension of the north line of Lot 21 in Block 1 in Moore's Subdivision of Lot 1 of Superior Court Partition of the west 60 acres north of South Western Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 21 being also the south line of the alley north of West 18th Street; thence west along said easterly extension and along the south line of the alley north of West 18th Street and along the westerly extension thereof to the west line of South Springfield Avenue; thence north along said west line of South Springfield Avenue to the north line of Lot 12 in Block 2 in said Moore's Subdivision, said north line of Lot 12 being also the south line of the alley south of West 16th Street; thence west along said south line of the alley south of West 16th Street to the west line of South Komensky Avenue; thence north along said west line of South Komensky Avenue to the westerly extension of the south line of Lot 31 in Block 8 in Our Home Addition to Chicago, a subdivision of the east half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 31 being also the north line of the alley north of West 16th Street; thence east along said westerly extension and the south line of Lot 31 in Block 8 in Our Home Addition to Chicago to the southeasterly line of said Lot 31; thence northeasterly along said southeasterly line of Lot 31 in Block 8 in Our Home Addition to Chicago to the east line of said Lot 31, said east line of Lot 31 being also the west line of the alley west of South Pulaski Road; thence north along said west line of the alley west of South Pulaski Road to the south line of Lot 6 in Block 1 in Wm. A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 6 being also the north line of the alley south of West Roosevelt Road; thence west along said south line of Lot 6 and along the south line of Lot 7, all in Block 1 in Wm. A. Merigold's Resubdivision to the west line of the east 4.5 feet of said Lot 7; thence north along said west line of the east 4.5 feet of Lot 7 in Block 1 in Wm. A. Merigold's Resubdivision to the south line of West Roosevelt Road; thence west along said south line of West Roosevelt Road to the west line of South Karlov Avenue; thence north along said west line of South Karlov Avenue to the westerly extension of the north line of Lot 25 in

UNOFFICIAL COPY

30920

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Block 8 in 12 Street Land Association Subdivision in the east half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 25 being also the south line of the alley north of Grenshaw Street; thence east along said westerly extension and along the south line of the alley north of Grenshaw Street to the west line of South Pulaski Road; thence north along said west line of South Pulaski Road to the westerly extension of the north line of Lot 1 in L. E. Ingall's Subdivision of that part of Blocks 5 and 6 in Circuit Court Partition lying south of the Wisconsin Rail Road, said north line of Lot 1 in L. E. Ingall's Subdivision being also the south line of the alley north of West Fillmore Street; thence east along said westerly extension and the south line of the alley north of West Fillmore Street to the west line of South Springfield Avenue; thence north along said west line of South Springfield Avenue to the south line of Lot 1 in Block 2 in W. J. and D. F. Anderson's Subdivision of Sub-Block 1 (except the west 100 feet of the south half thereof conveyed to the Chicago, Harlem and Batavia Railroad Company), of Block 5 and all of Sub-Block 1 of Block 6, all in the Circuit Court Partition of the west half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 1 in Block 2 in W. J. and D. F. Anderson's Subdivision being also the north line of the alley south of West Arthington Street; thence west along said north line of the alley south of West Arthington Street to the east line of South Pulaski Road; thence south along said east line of South Pulaski Road to the easterly extension of the south line of Lot 48 in Block 1 in 12th Street Land Association Subdivision of Blocks 1, 5, 8 and 9 of the partition of that part of the east half of the southeast quarter lying south of the center of Barry Point Road except the north 26 acres of said part of the east half of the southeast quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 48 in Block 1 in 12th Street Land Association Subdivision being also the north line of West Taylor Street; thence west along said easterly extension and along the north line of West Taylor Street to the east line of South Kildare Avenue; thence north along said east line of South Kildare Avenue to the northerly line of West 5th Avenue; thence southwesterly along said northerly line of West 5th Avenue to the west line of Lot 20 in Block 6 in the subdivision of that part of the east half of the southwest quarter of Section 15, Township 39 North, Range 13 East of the Third Principal Meridian lying north of Barry Point Road, said west line of Lot 20 being also the east line of Belt Railway Company of Chicago right-of-way; thence north along said east line of Belt Railway Company of Chicago right-of-way to the north line of West Polk Street; thence east along said north line of West Polk Street and along the easterly extension thereof to the east line of South Kolmar Avenue; thence north along said east line of South Kolmar Avenue to the southerly line of the Congress Street Expressway; thence easterly along said southerly line of the Congress Street Expressway to the north line of West Harrison Street; thence east along said north line of West Harrison Street to the west line of South Pulaski Road; thence north along said west line

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30921

of South Pulaski Road to the westerly extension of the south line of Lot 25 in Block 14 in Lambert Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, said south line of Lot 25 in Block 14 in Lambert Tree's Subdivision being also the north line of West Congress Parkway; thence east along said north line of West Congress Parkway to the east line of South Hamlin Avenue; thence north along said east line of South Hamlin Avenue and along the east line of North Hamlin Avenue to the south line of the Chicago & Northwestern Railroad Company right-of-way in the east half of the southwest quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along said south line of the Chicago & Northwestern Railroad Company right-of-way to the west line of vacated North Central Park Avenue, said west line of vacated North Central Park Avenue being a line 10 feet west of and parallel with the west line of the west half of the southeast quarter of Section 11, Township 39 North, Range 13 East of the Third Principal Meridian; thence south along said west line of vacated North Central Park Avenue to the south line of vacated Central Park Avenue, said south line of vacated Central Park Avenue being a line 86 feet south of and parallel with the south line of the Chicago & Northwestern Railroad Company right-of-way; thence east along said south line of vacated Central Park Avenue to the east line of North Central Park Avenue; thence south along said east line of North Central Park Avenue to the north line of West Lake Street; thence easterly along said north line of West Lake Street to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the north line of West Washington Boulevard; thence east along said north line of West Washington Boulevard to the east line of North Talman Avenue; thence south along said east line of North Talman Avenue to the north line of Lot 15 in Pollack's Subdivision of 4 acres in the south half of the southeast quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian; thence east along said north line of Lot 15 in Pollack's Subdivision and along the north line of Lot 14 in said Pollack's Subdivision to a line 25 feet east of and parallel with the east line of North Talman Avenue; thence north along said line 25 feet east of and parallel with the east line of North Talman Avenue to the north line of West Washington Boulevard; thence east along said north line of West Washington Boulevard to the west line of North Western Avenue; thence south along said west line of North Western Avenue to the south line of West Washington Boulevard; thence east along said south line of West Washington Boulevard to the east line of North Western Avenue; thence south along said east line of North Western Avenue and along the east line of South Western Avenue to the easterly extension the north line of West Congress Street; thence west along said easterly extension and the north line of West Congress Street to the east line of the Chicago & Northwestern Railroad right-of-way; thence south along said east line of Chicago & Northwestern Railroad right-of-way to the centerline of West Harrison Street; thence west along said centerline of West Harrison Street to the west line of the Chicago & Northwestern Railroad right-of-

UNOFFICIAL COPY

30922

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

way; thence north along said west line of the Chicago & Northwestern Railroad right-of-way to the north line of West Congress Street; thence west along said north line of West Congress Street to the northerly extension of the east line of Lot 56 in Block 6 in James U. Borden's Resubdivision of Block 6 and Lots 1 to 24, inclusive, of Block 6 of Reed's Subdivision of the east three fourths of the south quarter of the northwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 56 being also the west line of the alley west of South California Avenue; thence south along said northerly extension and along the west line of the alley west of South California Avenue and along the southerly extension thereof to the south line of West Harrison Street; thence east along said south line of West Harrison Street to the west line of South California Avenue; thence south along said west line of South California Avenue to the point of beginning at the south line of West Roosevelt Road, excepting from the foregoing all that part of the south half of Sections 13 and 14 in Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

beginning at the point of intersection of the centerline of South Albany Avenue with the centerline of West Roosevelt Road; thence west along said centerline of West Roosevelt Road to the centerline of South Central Park Avenue; thence north along said centerline of South Central Park Avenue to the easterly extension of the north line of Lot 51 in Givins and Gilbert's Subdivision of the south 15 acres of the east half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, said north line of Lot 51 in Givins and Gilbert's Subdivision being also the south line of the alley south of West Fillmore Street; thence west along said south line of the alley south of West Fillmore Street and along the westerly extension thereof to the east line of Lot 14 in Edward Casey's Addition to Chicago, a subdivision in the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 14 in Edward Casey's Addition to Chicago being also the west line of the alley east of Independence Boulevard; thence north along said west line of the alley east of Independence Boulevard to the south line of West Fillmore Street; thence west along said south line of West Fillmore Street to the west line of South Independence Boulevard; thence north along said west line of South Independence Boulevard to the westerly extension of a line 200 feet south of and parallel with the south line of West Arthington Street, said line 200 feet south of and parallel with the south line of West Arthington Street being also the north line of the alley south of West Arthington Street; thence east along said westerly extension and the north line of the alley south of West Arthington Street to the west line of South Lawndale Avenue; thence north along said west line of South Lawndale Avenue to the south line of West Arthington Street; thence west along said south line of West Arthington Street to the southerly extension of the east line of Lot 66 in Goldy's Third Addition

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30923

to Chicago, a subdivision of the north 296 feet, together with that part lying south of the north 1,019.6 feet of the east half of the north half of the west half of the east half of the southwest quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, said east line of Lot 66 in Goldy's Third Addition to Chicago being also the west line of South Lawndale Avenue; thence north along said southerly extension and along the west line of South Lawndale Avenue to the north line of West Polk Street; thence east along said north line of West Polk Street to the east line of South St. Louis Avenue; thence north along said east line of South St. Louis Avenue to the south line of West Lexington Street; thence east along said south line of West Lexington Street to the west line of South Homan Avenue; thence south along said west line of South Homan Avenue to the north line of West Polk Street; thence east along said north line of West Polk Street to the northerly extension of the west line of Lot 13 in Block 12 in E. A. Cummings and Company's Central Park Avenue Addition, a subdivision in the east half of the southeast quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian; thence south along said northerly extension and the west line of Lot 13 in Block 12 in E. A. Cummings and Company's Central Park Avenue Addition to the north line of West Arthington Street; thence east along said north line of West Arthington Street to the east line of South Kedzie Avenue; thence south along said east line of South Kedzie Avenue to the south line of the B. & O. C. T. Railroad right-of-way, said south line of the B. & O. C. T. Railroad right-of-way being also the north line of the alley north of West Fillmore Street; thence east along said south line of the B. & O. C. T. Railroad right-of-way to the centerline of South Albany Avenue; thence south along said centerline of South Albany Avenue to the point of beginning at the centerline of West Roosevelt Road; all in the City of Chicago, Cook County, Illinois.

Exhibit "D".
(To Ordinance)

Street Location Of The Area.

The Area is generally bounded by West Kinzie, West Lake and West Washington Streets on the north; by West 16th Street and the C. B. & O. Rail Line south of West 19th Street on the south; South Western Avenue, South California Avenue and South Rockwell Street on the east; and South Pulaski Road, South Hamlin Avenue and the Belt Rail Line west of South Kolmar Avenue on the west.

UNOFFICIAL COPY

EXHIBIT B

PARCELS FOR THE LIBERTY SQUARE DEVELOPMENT

Building Site	Street Address	PIN Number
Site 1	701 S. Independence Blvd.	16-14-307-001
Site 1	711 S. Independence Blvd.	16-14-307-002
Site 1	3727 W. Flournoy	16-14-307-007
Site 2	3727 W. Flournoy	16-14-307-014
Site 2	715-17 S. Independence Blvd.	16-14-307-003
Site 2	715-17 S. Independence Blvd.	16-14-307-015
Site 3	719 S. Independence Blvd.	16-14-307-004
Site 3	725 S. Independence Blvd.	16-14-307-005
Site 4	3715 W. Flournoy	16-14-307-010
Site 4	3713 W. Flournoy	16-14-307-011
Site 5	3714 W. Lexington	16-14-307-021
Site 5	3710 W. Lexington	16-14-307-022
Site 6	3707 W. Lexington	16-14-311-015
Site 6	3703 W. Lexington	16-14-311-016
Site 7	3636 W. Lexington	16-14-308-021
Site 8	3645 W. Flournoy	16-14-308-003
Site 8	3643 W. Flournoy	16-14-308-004
Site 9	3637 W. Flournoy	16-14-308-007
Site 9	3633 W. Flournoy	16-14-308-008
Site 10	3631 W. Flournoy	16-14-308-009
Site 10	3629 W. Flournoy	16-14-308-010
Site 11	3610 W. Flournoy	16-14-304-030
Site 11	3608 W. Flournoy	16-14-304-031
Site 11	3606 W. Flournoy	16-14-304-032
Site 12	700 S. Central Park	16-14-308-041

[see attached for legal descriptions]

UNOFFICIAL COPY

PARCEL 1: (SITE 1)

LOTS 7 (EXCEPT THAT PART TAKEN FOR STREET), ALL OF LOT 8 AND THE NORTH 25 FEET OF LOT 9 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-001-0000 (affects Lots 7 and 8)

ADDRESS: 701 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PIN #: 16-14-307-002-0000 (affects North 25 feet of Lot 9)

ADDRESS: 711 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PARCEL 2: (SITE 1)

THE NORTH 25 FEET OF THE SOUTH 45 FEET OF LOT 33 IN GOLDY'S SECOND ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-007-0000 (affects North 25 feet of south 45 feet of Lot 33)

ADDRESS: 3727 S. FLOURNOY, CHICAGO, IL

PARCEL 3: (SITE 2)

LOT 9 (EXCEPT THE NORTH 25 FEET THEREOF) AND THE NORTH 25 FEET OF LOT 10 IN THE SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-003-0000 (affects North 25 feet Lot 10)

ADDRESS: 715-17 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PARCEL 4: (SITE 2)

THE SOUTH 20 FEET OF LOT 33 IN GOLDY'S SECOND ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-007-0000 (affects the South 20 of Lot 33)

ADDRESS: 3727 S. FLOURNOY, CHICAGO, IL

UNOFFICIAL COPY

PARCEL 5: (SITE 2)

THE NORTH 30 FEET OF LOT 11 IN GOLDY'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-014-0000 (affects part of Lot 11) also

PIN #: 16-14-307-015-0000 (affects part of Lot 11)

ADDRESS: 3727 S. FLOURNOY, CHICAGO, IL

PARCEL 6: (SITE 3)

LOT 10 (EXCEPT THE NORTH 25 FEET THEREOF), ALL OF LOT 11 AND LOT 12 (EXCEPT THAT PART TAKEN FOR STREET) IN THE SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-003-0000 (affects Lot 10 except the North 25 feet)

ADDRESS: 715-17 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PIN #: 16-14-307-004-0000 (affects Lot 11)

ADDRESS: 719 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PIN #: 16-14-307-005-0000 (affects Lot 12)

ADDRESS: 725 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PARCEL 7: (SITE 3)

THE SOUTH 25 FEET OF THE NORTH 55 FEET OF LOT 11 IN GOLDY'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-015-0000 (affects South 25 feet of North 55 feet of Lot 11)

ADDRESS: 715-17 S. INDEPENDENCE BOULEVARD, CHICAGO, IL

PARCEL 8: (SITE 4)

THE WEST 10 FEET OF LOT 27, LOT 28 AND THE EAST 15 FEET OF LOT 29 IN GOLDY'S 2ND ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-010-0000 (affects West 10 feet of Lot 28 & East 15 feet of lot 29)

ADDRESS: 3715 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-307-011-0000 (affects West 10 feet of Lot 27 & East 15 feet of lot 28)

ADDRESS: 3713 W. FLOURNOY, CHICAGO, IL

UNOFFICIAL COPY

PARCEL 9: (SITE 5)

THE WEST 2 FEET OF LOT 4, LOT 5 AND THE EAST 23 FEET OF LOT 6 OF GOLDY'S ADDITION TO CHICAGO IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-307-021-0000 (affects East 23 feet of Lot 6 & West 2 feet of lot 5)

ADDRESS: 3714 W. LEXINGTON, CHICAGO, IL

PIN #: 16-14-307-022-0000 (affects East 23 feet of Lot 5 & West 2 feet of lot 4)

ADDRESS: 3710 W. LEXINGTON, CHICAGO, IL

PARCEL 10: (SITE 6)

THE EAST 6¼ FEET OF LOT 19, LOTS 20 AND 21 IN GOLDY'S ADDITION TO CHICAGO IN SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-311-015-0000 (affects East 6¼ feet of Lot 19 & West 22 feet of lot 20)

ADDRESS: 3707 W. LEXINGTON, CHICAGO, IL

PIN #: 16-14-311-016-0000 (affects East 3 feet of Lot 20 & Lot 21)

ADDRESS: 3703 W. LEXINGTON, CHICAGO, IL

PARCEL 11: (SITE 7)

LOT 1 IN RESUBDIVISION OF LOTS 25 TO 28 IN BLOCK 1 IN BOILVAN'S SUBDIVISION OF THE 10 ACRES SOUTH AND ADJOINING THE NORTH 5 ACRES OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-308-021-0000

ADDRESS: 3636 W. LEXINGTON, CHICAGO, IL

PARCEL 12: (SITE 8)

LOTS 18, 19 AND 20 IN BLOCK 1 IN BOILVIN'S SUBDIVISION OF 10 ACRES SOUTH AND ADJOINING THE NORTH 5 ACRES OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-308-003-0000 (affects Lot 19 & Lot 20)

ADDRESS: 3645 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-308-004-0000 (affects Lot 18)

ADDRESS: 3643 W. FLOURNOY, CHICAGO, IL

UNOFFICIAL COPY

PARCEL 13: (SITE 9)

LOTS 14 AND 15 IN BLOCK 1 IN BOILVIN'S SUBDIVISION OF 10 ACRES SOUTH OF AND ADJOINING THE NORTH 5 ACRES OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-308-007-0000 (affects Lot 15)
ADDRESS: 3637 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-308-008-0000 (affects Lot 14)
ADDRESS: 3633 W. FLOURNOY, CHICAGO, IL

PARCEL 14: (SITE 10)

LOTS 12 AND 13 IN BLOCK 1 IN BOILVIN'S SUBDIVISION OF 10 ACRES SOUTH OF AND ADJOINING THE NORTH 5 ACRES OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-308-009-0000 (affects Lot 13)
ADDRESS: 3631 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-308-010-0000 (affects Lot 12)
ADDRESS: 3629 W. FLOURNOY, CHICAGO, IL

PARCEL 15: (SITE 11)

LOTS 44 (EXCEPT THE NORTH 25 FEET), 45 (EXCEPT THE NORTH 25 FEET) AND 46 (EXCEPT THE NORTH 25 FEET) IN BOILVIN'S SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-304-030-0000 (affects Lot 44 and part of Lot 45)
ADDRESS: 3610 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-304-031-0000 (affects part of Lot 45)
ADDRESS: 3608 W. FLOURNOY, CHICAGO, IL

PIN #: 16-14-304-032-0000 (affects part of Lot 46)
ADDRESS: 3606 W. FLOURNOY, CHICAGO, IL

PARCEL 16 (SITE 12)

LOTS 1, 2, AND 3 IN THE SUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 IN BOILVIN'S SUBDIVISION OF 10 ACRES LYING SOUTH AND ADJOINING THE NORTH 5 ACRES OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 16-14-308-041-0000
ADDRESS: 700 S. CENTRAL PARK, CHICAGO, IL

UNOFFICIAL COPY

EXHIBIT C

REDEVELOPMENT PLAN

[see attached]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30779

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed on pages 30924 through 30925 of this Journal.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

*The Midwest Tax Increment Financing
Redevelopment Project
And Plan.*

*City Of Chicago, Illinois
Department Of Planning And Development*

October 12, 1999.

Revised: October 29, 1999.

Revision Number 2: January 26, 2000.

Revision Number 3: March 15, 2000.

I.

Introduction.

This document is to serve as a redevelopment plan for an area located west of the City of Chicago's (the "City") central business district (the "Loop") and is generally bounded on the north by Lake, Washington and Kinzie Streets; on the south by 16th Street; on the east by California Avenue; and on the west by Pulaski Road. This area is subsequently referred to in this document as the Midwest Tax Increment Financing Redevelopment Project Area (the "Project Area"). The Project Area is strategically located directly west of the Loop and is regionally accessible by the

UNOFFICIAL COPY

30780

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Kennedy, Dan Ryan and Eisenhower Expressways and the Chicago Transit Authority's Blue Line running down the median of the Eisenhower Expressway.

As part of its strategy to encourage managed growth and stimulate private investment within the Project Area, the City engaged Trkla, Pettigrew, Allen & Payne, Inc. ("T.P.A.P.") to study whether the Project Area of approximately one thousand nine hundred ninety-five and five-tenths (1,995.5) acres qualifies as a "conservation area" or a "blighted area" under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-3). The Project Area, described in more detail below as well as in the accompanying Eligibility Study, has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without the efforts and leadership of the City.

While small-scale or piecemeal redevelopment efforts might occur in limited portions of the Project Area, the extensive obsolescence, vacancies and long-term depreciation of physical maintenance of most of the existing buildings are likely to preclude the revitalization of the Project Area on a scale sufficient to return the Project Area to a long-term sound condition without the intervention of the City.

The City believes that the Project Area should be revitalized on a coordinated, comprehensive and planned basis. A coordinated and comprehensive redevelopment effort will allow the City and other taxing districts to work cooperatively to prepare for the increased service demands that may arise from the conversion of underutilized land and buildings to more intensive uses. Such a comprehensive redevelopment plan will also encourage job training to prepare residents of surrounding and nearby neighborhoods for newly created job opportunities anticipated within the Project Area.

A. Midwest Tax Increment Financing Redevelopment Project Area

The two (2) Chicago community areas of North Lawndale and East Garfield Park that make up the Project Area have experienced significant physical and economic decline for more than thirty (30) years. Once a thriving and beautiful area graced by boulevards, this area is now a scattering of abandoned and deteriorated buildings and vacant lots formerly occupied by residential and commercial buildings. Substantial disinvestment on the west side has resulted in a major decline in the real estate and business tax base and a loss of a significant number of Lawndale's and East Garfield Park's jobs, and the absence of any major development initiative until Homan Square, a T.I.F.-assisted development in the Homan/Arthington T.I.F.. Since the creation of the Lawndale Conservation Plan in 1968, numerous conservation, rehabilitation and revitalization efforts have been attempted in this area without much success. These efforts were undertaken by a wide range of City, institutional and development entities. They usually focus on specific sites or

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30781

blocks, and lacked the critical mass needed to effect large-scale physical and economic change in the area.

The Project Area contains five thousand eighty-five (5,085) buildings and encompasses a total of approximately one thousand nine hundred ninety-five and five-tenths (1,995.5) acres. All areas of the Project Area are improved with buildings, surface parking lots, and/or curbs, gutters, sidewalks and street lighting. For a map depicting the boundaries and legal description of the Project Area, see Section II, Legal Description.

In general, the Project Area can be described as a "mixed-use" area with a variety of land uses, which includes: office, residential, retail, entertainment, institutional, transportation, government and open space. The Project Area offers significant potential for revitalization, which this Plan seeks to address. On the western edge of the Project Area, Providence Saint Mel High School represents a vital community anchor. It has had a long-standing presence and exemplary academic record. In addition, Garfield and Douglas Parks serve as major assets for the Project Area.

The Project Area as a whole contains a mix of mostly residential and commercial buildings all varying in height and size. Approximately ninety-six percent (95.9%) of the buildings are over thirty-five (35) years old. The Project Area is characterized by aging infrastructure, deteriorated site development, obsolete buildings, structures below minimum code standards and vacant and underutilized buildings.

The considerable physical assets of the Project Area include the following features:

- C.T.A. Rapid Transit (Blue) Line within the Project Area connects the Project Area to the Loop, western suburbs and O'Hare airport. The Green Line runs from the Loop to Oak Park.
- Numerous exits off the Eisenhower Expressway (I-290) provide convenient access to the Loop, University of Illinois at Chicago and the surrounding medical campus.
- The Loop is located approximately two (2) miles east of the Project Area which makes the area attractive for new development.
- Numerous C.T.A. bus lines serve the Project Area.
- Two (2) large parks, Garfield and Douglas, connected by Independence and Douglas Boulevards, define the Project Area as one well served by large open space amenities.

UNOFFICIAL COPY

30782

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Although the Project Area enjoys strong locational assets, particularly its excellent access to highways, rail and transit service, and proximity to the Loop, the Project Area is likely to continue to erode without reinvestment. Existing properties continue to sit vacant due to deterioration and obsolescence while potential business and residential tenants find more attractive and desirable environments outside of the Project Area in which to locate.

The Project Area on the whole has not been subject to growth and development through investment by private enterprise. Evidence of this lack of growth and development is detailed in Section VI and summarized below.

- Numerous buildings show signs of obsolescence, deterioration, building code violations, excessive vacancies and an overall depreciation of physical maintenance.
- Much of the Project Area's infrastructure needs to be repaired. Many of the Project Area's curbs and gutters, street lighting, alleys and sidewalks need repair or replacement.
- Within the last five (5) years, limited new buildings have been built in the Project Area. In this same time period, significant buildings in the Project Area have been demolished. Overall the investment is very limited and scattered having little to no impact on the Project Area.
- A significant number of buildings within the Project Area are vacant or underutilized.

Without a comprehensive and area-wide effort by the City to promote investment, the Project Area will not likely be subject to sound growth and development through private investment. Existing plans and City programs which support the rehabilitation and improvement of the Project Area have not been implemented on a scale sufficient to achieve the redevelopment goals for the area, as evidenced by the minimal new construction and private investment which has occurred. Today, much of the Project Area is characterized by dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, deleterious land-use or layout, depreciation of physical maintenance and a lack of community planning.

While small-scale, piecemeal development might occur in limited portions of the Project Area, the City believes that the Project Area should be revitalized on a coordinated, comprehensive and planned basis to ensure continuity with the planning efforts of the greater central area and surrounding neighborhoods. A coordinated and comprehensive redevelopment effort will allow the City and other

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30783

taxing districts to work cooperatively to prepare for the increased service demands that may arise from the conversion of underutilized land and buildings to more intensive uses. Such a comprehensive redevelopment plan will also encourage job training to assist in putting residents of the neighborhood and the surrounding neighborhoods to work in jobs anticipated to be created within the Project Area.

B. Tax Increment Financing.

In January, 1977, Tax Increment Financing ("T.I.F.") was authorized by the Illinois General Assembly through passage of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"). The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current E.A.V. of real property within the redevelopment project area over and above the "Certified Initial E.A.V." of such real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in Incremental Property Taxes. A decline in current E.A.V. does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within the project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues by increasing tax rates; it generates revenues by allowing the municipality to capture, temporarily, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. Under T.I.F., all taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

UNOFFICIAL COPY

30784

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

C. The Redevelopment Plan For The Midwest Tax Increment Financing Redevelopment Project Area.

As evidenced in Section VI, the Project Area experienced only very limited growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of T.I.F.

T.P.A.P. has prepared the Midwest Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") and the related eligibility study with the understanding that the City would rely on (i) the findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Redevelopment Plan, and (ii) the fact that T.P.A.P. has obtained the necessary information so that the Redevelopment Plan and the related eligibility study will comply with the Act.

This Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned basis to ensure that private investment in rehabilitation and new development occurs:

1. on a coordinated rather than piecemeal basis to ensure that land-use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and
2. on a reasonable, comprehensive and integrated basis to ensure that the factors of blight and conservation are eliminated; and
3. within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the City.

Redevelopment of the Project Area will constitute a large and complex endeavor, presenting challenges and opportunities commensurate with its scale. The success of this redevelopment effort will depend to a large extent on the cooperation between the private sector and agencies of local government. Adoption of this Redevelopment Plan enables the implementation of a comprehensive program for redevelopment of the Project Area. By means of public investment, the Project Area will become a stable environment that will again attract private investment. Public investment will set the stage for area-wide redevelopment by the private sector. Through this Redevelopment Plan, the City will serve as the central force for directing the assets

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30785

and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements and intergovernmental agreements with private or public entities to construct, rehabilitate, renovate or restore private or public improvements on one (1) or several parcels (items (i) and (ii) are collectively referred to as "Redevelopment Projects").

This Redevelopment Plan specifically describes the Project Area and summarizes the conservation area factors which qualify the Project Area as a "conservation area" as defined in the Act.

Successful implementation of this Redevelopment Plan requires that the City utilize Incremental Property Taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF, will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and threatened blight and conservation area conditions which have limited development of the Project Area by the private sector.

The use of Incremental Property Taxes will permit the City to direct, implement and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- The enhancement of the economic base arising from new business and residential development and the rehabilitation of existing buildings.
- An increased sales tax base resulting from new and existing retail development.
- An increase in construction, business, retail, commercial and other full-time employment opportunities for existing and future residents of the City.
- The construction of an improved system of roadways, utilities and other infrastructure which better serves existing businesses and adequately accommodates desired new development.

UNOFFICIAL COPY

30786

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- The re-establishment of stable residential neighborhoods.
- The expansion of public facilities.
- The consolidation of commercial uses in compact business centers and the redevelopment of non-usable, former strip commercial areas.

II.

Legal Description.

The boundaries of the Project Area have been carefully drawn to include only those contiguous parcels of real property and improvements to substantially benefit from the proposed Redevelopment Project to be undertaken as of this Redevelopment Plan. The boundaries are shown in Figure 1, Project Area Boundary, and are generally described below.

The Project Area is generally bounded on the north by Lake, Washington and Kinzie Streets; on the south by 16th Street; on the east by California Avenue; and on the west by Pulaski Road.

The boundaries of the Project Area are legally described in (Sub)Exhibit I at the end of this report.

III.

Eligibility Conditions.

The results summarized in this section are more fully described in a separate report which presents the definition, application and extent of the blight factors in the Project Area. The report, prepared by T.P.A.P. and entitled "Midwest Tax Increment Financing Eligibility Study", is attached as (Sub)Exhibit IV to this Redevelopment Plan.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30787

A. Summary Of Project Area Eligibility.

Based upon surveys, inspections and analyses of the Project Area, the Project Area qualifies as a "Conservation Area" within the requirements of the Act. Fifty percent (50%) or more of the buildings in the Project Area have an age of thirty-five (35) years or more, and the Project Area is characterized by the presence of a combination of three (3) or more of the conservation factors listed in the Act, rendering the Project Area detrimental to the public safety, health and welfare of the citizens of the City. While the Project Area contains some isolated blighted areas, the Project Area as a whole is not yet a blighted area, but it may become a blighted area. What follows is a summary of the T.I.F. eligibility factors:

- Of the five thousand eighty-five (5,085) buildings in the Project Area, four thousand eight hundred eighty-three (4,883) buildings (ninety-six percent (96%)) are thirty-five (35) years of age or older.
- Of the remaining fourteen (14) eligibility factors set forth in the Act for a conservation area, nine (9) factors are found to be present.
- Seven (7) of the nine (9) factors found to be present are found to be present to a major extent and are reasonably distributed throughout the Project Area. These factors include: obsolescence, deterioration, structures below minimum code, excessive vacancies, deleterious land-use or layout, depreciation of physical maintenance and lack of community planning.
- Two (2) of the nine (9) factors found to be present are found to be present to a limited extent. These factors include: dilapidation and excessive land coverage.
- All blocks within the Project Area show the presence of conservation factors.
- The Project Area includes only real property and improvements thereon substantially benefited by the proposed Redevelopment Project improvements.

B. Surveys And Analyses Conducted.

The conservation and blight factors found to be present in the Project Area are based upon surveys and analyses conducted by T.P.A.P.. The surveys and analyses conducted for the Project Area include:

UNOFFICIAL COPY

30788

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

1. exterior survey of the condition and use of each building;
2. site surveys of streets, alleys, sidewalks, curbs and gutters, lighting, parking facilities, landscaping, fences and walls and general property maintenance;
3. analysis of existing uses and their relationships;
4. comparison of current land-use to current zoning ordinance and the current zoning map;
5. analysis of original and current platting and building size and layout;
6. analysis of vacant sites and vacant buildings;
7. analysis of building floor area and site coverage;
8. analysis of building permits issued for the Project Area from 1991 through 1996; and
9. review of previously prepared plans, studies and data.

IV.

Redevelopment Goals And Policies.

Comprehensive and coordinated area-wide investment in new public and private improvements and facilities is essential for the successful redevelopment of the Project Area and the elimination of conditions that have impeded redevelopment of the Project Area in the past. Redevelopment of the Project Area will benefit the City through improvements in the physical environment, an increased tax base and additional employment opportunities.

This section identifies the general goals and objectives adopted by the City for redevelopment of the Project Area. Section V of this Redevelopment Plan presents more specific objectives for development and design within the Project Area and describes the redevelopment activities the City plans to undertake to achieve the redevelopment goals and objectives presented in this section.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30789

A. General Goals.

Listed below are the general goals adopted by the City for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

1. An improved quality of life in the Project Area and the surrounding community.
2. Elimination of the influences and manifestations of physical and economic deterioration and obsolescence within the Project Area.
3. An environment which will contribute more positively to the health, safety and general welfare of the Project Area and the surrounding community.
4. An environment which will preserve or enhance the value of properties within and adjacent to the Project Area.
5. An increased real estate and sales tax base for the City and other taxing districts having jurisdiction over the Project Area.
6. The retention and enhancement of sound and viable existing residences, businesses and industries within the Project Area.
7. The attraction of new residential, business, commercial, retail and institutional development and the creation of new job opportunities within the Project Area.
8. Employment of residents from within the Project Area and within the adjacent communities in jobs in the Project Area and in adjacent redevelopment project areas. When appropriate, developers and businesses should make themselves available to City and/or local community groups and training institutions to identify, pre-screen and provide preemployment training to local residents.

B. Redevelopment Objectives.

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Reduce or eliminate those conditions which qualify the Project Area as a conservation area. These conditions are described in detail in (Sub)Exhibit IV to this Redevelopment Plan.

UNOFFICIAL COPY

30790

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

2. Strengthen the economic well-being of the Project Area by increasing taxable values.
3. Assemble or encourage the assembly of non-compatible uses, deteriorated or chronically vacant structures and vacant land into parcels of appropriate shape and sufficient size for redevelopment in accordance with this Redevelopment Plan.
4. Provide needed incentives to stimulate private investment and spur revitalization of existing residential buildings, facilitate new residential development and encourage a broad range of improvements in business retention, rehabilitation and new development.
5. Encourage quality appearance of buildings, rights-of-way and open spaces and encourage high standards of design.
6. Rehabilitate and enhance historically and architecturally significant buildings within the Project Area.
7. Encourage the rehabilitation, renovation and restoration of deteriorated structures where land-use is consistent with the Redevelopment Plan.
8. Develop new housing targeted to all income levels and special needs populations that relates to the existing community.
9. Provide needed improvements and community facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards.
10. Encourage the development of new and improved shopping opportunities and family entertainment venues.
11. Establish job readiness and job training programs to provide residents within the Project Area and within the adjacent communities with the skills necessary to secure jobs in the Project Area and in adjacent redevelopment project areas.
12. Secure commitments from employers in the Project Area and adjacent redevelopment project areas to interview graduates of the Project Area's job readiness and job training programs.
13. Create new job opportunities for City residents utilizing first source hiring programs and appropriate job training programs.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30791

14. Provide opportunities for women and minority businesses to share in the redevelopment of the Project Area.

V.

Redevelopment Project.

This section presents the Redevelopment Project anticipated to be undertaken by the City and by private entities in furtherance of this Redevelopment Plan. Several previous plans and policies have been reviewed and form the basis for many of the recommendations presented in this Redevelopment Plan, including: the 1973 Chicago 21 Plan; North Lawndale Community Planning Study; Madison/Western Redevelopment Plan Amendment Number 3; East Garfield Park Redevelopment Project Area report; Homan/Van Buren Redevelopment Plan; Madison/Albany Redevelopment Area Plan Amendment Number 3 and the Madison-Kedzie Project Redevelopment Plan as amended by Revision Number 1.

The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the overall redevelopment concept; b) the land-use plan; c) improvement and development recommendations for planning subareas; d) development and design objectives; e) a description of redevelopment improvements and activities; f) estimated redevelopment project costs; g) a description of sources of funds to pay estimated redevelopment project costs; h) a description of obligations that may be issued; and i) identification of the most recent E.A.V. of properties in the Project Area and an estimate of future E.A.V.

A. Overall Redevelopment Concept.

The Project Area should be redeveloped as a cohesive and distinctive residential and commercial district. It should consist of residential and commercial uses offering a range of development opportunities; commercial uses that serve and support surrounding neighborhoods and employment centers; and a range of public facilities, open spaces and pedestrian amenities.

The Project Area should be redeveloped on a planned and coordinated basis. Within the Project Area, opportunities for high quality, in-fill residential development within residential neighborhoods should be promoted, viable existing businesses should be retained and enhanced, and new business, institutional, government, transportation, entertainment and retail development should be undertaken in appropriate locations on existing vacant or underutilized properties

UNOFFICIAL COPY

30792

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

within the Project Area. New residential development should be compatible in design, scale, density and setback with the existing residential uses.

The entire Project Area should be marked by improvements in safety and infrastructure, upgrading and stabilizing residential neighborhoods, retention and expansion of jobs and businesses, new business development and enhancement of the area's overall image and appearance. Improvement projects should include: the rehabilitation and reuse of existing residential and commercial buildings; new residential and commercial construction; street and infrastructure improvements; creation and enhancement of open space, landscaping and other appearance improvements; and the provision of new community facilities and amenities which both residents and businesses find beneficial in a contemporary mixed-use urban neighborhood.

The Project Area should maintain good accessibility and should continue to be served by a street system and public transportation facilities that provide safe and convenient access to and circulation within the Project Area.

The Project Area should be characterized by a planned network of open spaces and public amenities which will organize and provide focus to the Project Area. An open space network comprised of parks, open spaces, trails and landscaped streets and boulevards should be created to link business centers, retail areas, residential development, open spaces and community facilities.

The Project Area should have a coherent overall design and character. Individual developments should be visually distinctive and compatible. The Project Area should respect the City's traditional form characterized by a grid pattern of streets with buildings facing the street and located at or very near the front property line.

B. Land-Use Plan.

Figure 2 presents the Land-Use Plan that will be in effect upon adoption of this Redevelopment Plan.

As indicated in Figure 2, the Project Area should be redeveloped as a planned and cohesive urban neighborhood providing sites for a range of housing types, limited commercial development and parks and open space. The various land uses should be arranged and located so that there is a sensitive transition between residential and non-residential developments in order to minimize conflicts between different land uses.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30793

Residential, commercial, mixed-use and related community uses, such as public and private institutional uses, should be encouraged within the Midwest Redevelopment Project Area as shown in Figure 2, Generalized Land-Use Plan. Residential uses include single-family and multi-unit developments. Commercial uses should be focused at the intersections of major arterial streets, in accordance with the underlying zoning. Complementary public and private uses should also be permitted.

All development should comply with the Redevelopment Plan objectives set forth in Section IV above, the Chicago Zoning Ordinance, and all other relevant City ordinances and development guidelines.

The Land-Use Plan identifies the land-use to be in effect upon adoption of this Redevelopment Plan. The primary land-use categories within the Project Area include residential, commercial/retail/service, mixed-use (commercial/residential or commercial/industrial or commercial/institutional) public/institutional, parks/open space, hospital and industrial. The land uses include those described and listed below.

1. Residential.

Residential land-use areas include existing residential neighborhoods and other locations suitable for residential use. Development of new housing will be encouraged on vacant sites within blocks where residential uses already exist. New residential buildings should be compatible in design, scale and density with existing residential development. Day care homes and centers, schools, parks, churches and similar uses which support and are compatible with residential neighborhoods and similar and compatible uses consistent with the City's Zoning Ordinance should be permitted within designated residential land-use areas.

2. Commercial/Retail/Service.

Areas designated for commercial/retail service use are intended to provide goods and services for the immediate neighborhood and surrounding community. Commercial/retail service areas should be clustered in areas near important intersections with good accessibility and at locations where similar and compatible uses exist. Commercial/retail/service uses consistent with the City Zoning Ordinance should be permitted.

UNOFFICIAL COPY

30794

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

3. Mixed-Use (Commercial/Multi-Family Residential, Commercial/Industrial Or Commercial/Institutional).

The land-use designation of mixed-use occurs in several locations within the General Land-Use Plan. This designation is intended to indicate an area that is characterized by basically sound mix of uses or has potential for one (1) or more of the other uses shown in the Land-Use Plan's legend. Most of the mixed-use areas indicated on the Land-Use Plan are envisioned in this plan as a mixture of either commercial and multi-family residential, or commercial/industrial or commercial/institutional use.

Within designated mixed-use areas development for predominantly low density residential use of entire block fronts will be encouraged where it is determined by the City that business or commercial use of such block fronts is not economically viable or could adversely affect potential for sound residential development.

4. Public/Institutional.

Public/Institutional land-use areas provide space for the educational, recreational, civic, social and religious institutions of the surrounding community.

5. Parks/Open Space.

Parks/Open space areas include the existing public park and open space areas. Additional park space is encouraged within the Redevelopment Project Area to serve existing and future residents of existing neighborhoods and community areas.

6. Hospital.

The hospital land-use designation includes existing hospitals and related medical facilities.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30795

7. Industrial.

Industrial land-use areas are suitable for a wide mix of land uses, including manufacturing, assembly, distribution, warehousing, office, and research and development facilities. In addition, limited commercial development which serves and supports existing and nearby industrial areas should be permitted in selected locations.

C. Development And Design Objectives.

Listed below are the specific development and design objectives which will assist the City in directing and coordinating public and private improvement and investment within the Project Area in order to achieve the general goals and objectives identified in Section IV of this Redevelopment Plan.

The Development and Design Objectives are intended to help attract a variety of desirable uses such as new residential, business, institutional, and commercial development; foster a consistent and coordinated development pattern; and create an attractive urban identity for the Project Area

a) Land-Use.

- Promote comprehensive, area-wide redevelopment of the Project Area on a planned basis, allowing a wide range of residential, business, retail, family entertainment, commercial services, open space, public and institutional uses.
- Promote business retention and new employment development.
- Encourage the clustering of similar and supporting commercial uses to promote cumulative attraction, multi-stop shopping and business activity.
- Promote convenience retail and service uses that can provide for the day-to-day needs of nearby residents, employees and business patrons.
- Promote compatible new housing in residential areas.

UNOFFICIAL COPY

30796

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

b) Building And Site Development.

- Where feasible, repair and rehabilitate existing buildings in poor condition.
- Reuse vacant buildings in serviceable condition for new businesses, residential uses or mixed-use development.
- Ensure that the design of new buildings is compatible with the surrounding building context.
- Preserve buildings with historic and architectural value where appropriate.
- Locate building service and loading areas away from front entrances and major streets where possible.
- Encourage parking, service, loading and support facilities which can be shared by multiple businesses.
- Encourage retail, entertainment, and restaurants on the first (1st) and second (2nd) floors of buildings to create a pedestrian-oriented environment.
- Improve the design and appearance of commercial storefronts, including facade treatment, color, materials, awnings and canopies and commercial signage.

c) Transportation And Infrastructure.

- Ensure safe and convenient access to and circulation within the Project Area for pedestrians, bicyclists, autos, trucks and public transportation.
- Alleviate traffic congestion along arterial routes through limited drive ways, shared loading zones, efficient bus stop spacing and traffic management improvements.
- Improve the street surface conditions, street lighting and traffic signalization.
- Promote "transit-friendly" developments that incorporate transit facilities into their design.
- Create small "arrival" places or mini-plazas at the entrances to transit stations.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30797

- Provide well-defined, safe pedestrian connections between developments within the Project Area and nearby destinations.
- Upgrade public utilities and infrastructure as required.

d) Parking.

- Ensure that all commercial/retail businesses are served by an adequate supply of conveniently located parking.
- Maintain curb parking on selected streets to serve the retail and commercial businesses.
- Promote shared parking through cooperative arrangements between businesses which would permit existing parking lots to be used by neighboring businesses during off-peak periods.
- Ensure that parking lots are attractively designed and adequately maintained.
- Promote the use of ground floor space within parking structures for retail or service businesses.

e) Urban Design.

- Provide new pedestrian-scale lighting in areas with intense pedestrian activity.
- Provide new street trees and accent lighting where space permits.
- Promote high quality and harmonious architectural and landscape design within mixed use districts.
- Enhance the appearance of the Project Area by landscaping the major street corridors.
- Provide distinctive design features, including landscaping and signage, at the major entryways into the Project Area.
- Clean-up and maintain vacant land, particularly in highly visible locations; where possible, use vacant lots for open space or pocket parks.

UNOFFICIAL COPY

30798

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- Promote the development of "public art" at selected locations.

f) Landscaping And Open Spaces.

- Promote the development of shared open spaces within the Project Area, including courtyards, recreational areas, et cetera.
- Ensure that all open spaces are designed, landscaped and lighted to achieve a high level of security.
- Promote the use of landscaping to screen dumpsters, waste collection areas, and the perimeter of parking lots and other vehicular use areas.
- Use landscaping and attractive fencing to screen loading and service areas from public view.
- Ensure that all landscaping and design materials comply with the City of Chicago Landscape Ordinance.

D. Redevelopment Improvements And Activities.

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake additional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements or intergovernmental agreements with public or private entities for the furtherance of this Redevelopment Plan. Such redevelopment agreements may be for the assemblage of land; the construction, rehabilitation, renovation or restoration of improvements or facilities; the provision of services; or any other lawful purpose. Redevelopment agreements may contain terms and provisions which are more specific than the general principles set forth in this Redevelopment Plan and which include affordable housing requirements as described below.

It is City policy to require that developers who receive T.I.F. assistance for market rate housing set aside twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30799

earning no more than one hundred twenty percent (120%) of the area median income, and affordable rental units should be affordable to persons earning no more than eighty percent (80%) of the area median income.

1. Property Assembly.

To meet the goals and objectives of this Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease or eminent domain or through the Tax Reactivation Program and may be for the purpose of (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

The City may demolish improvements, remove and grade soils and prepare sites with soils and materials suitable for new construction. Clearance and demolition will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized.

The City may (a) acquire any historic structure (whether a designated City or State landmark or on, or eligible for, nomination to the National Register of Historic Places); (b) demolish any non-historic feature of such structure; and (c) incorporate any historic structure or historic feature into a development on the subject property or adjoining property.

UNOFFICIAL COPY

30800

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

2. Relocation.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Redevelopment Project Area and to meet other City objectives. Business or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

3. Provision Of Public Works Or Improvements.

The City may provide public improvements and facilities that are necessary to service the Project Area in accordance with this Redevelopment Plan and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

a) Streets and Utilities

A range of individual roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

b) Parks and Open Spaces.

Improvements to existing or future parks, open spaces and public plazas may be provided, including the construction of pedestrian walkways, stairways, lighting, landscaping and general beautification improvements may be provided for the use of the general public.

c) Transportation Infrastructure.

Improvements and/or expansion of the existing C.T.A. Rapid Transit Stations and bus stops in the Project Area may be provided to support the increased demand resulting from future development within the Project Area.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30801

4. Rehabilitation Of Existing Buildings.

The City will encourage the rehabilitation of buildings that are basically sound and/or historically significant, and are located so as not to impede the Redevelopment Project. Incremental Property Taxes may be used in connection with Department of Housing programs to assist in the rehabilitation of housing.

5. Job Training And Related Educational Programs.

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

6. Taxing Districts Capital Costs.

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

7. Interest Subsidies.

Funds may be provided to redevelopers for a portion of interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
- (b) such payments in any one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year;
- (c) if there are not sufficient funds available in the special tax allocation fund to make the payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

UNOFFICIAL COPY

30802

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- (d) the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total: (i) costs paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.

8. Analysis, Administration, Studies, Surveys, Legal.

The City may undertake or engage professional consultants, engineers, architects, attorneys, et cetera to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

E. Redevelopment Project Costs.

The various redevelopment expenditures which are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs which are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs"). Some of the costs listed below will become eligible costs under the Act pursuant to an amendment to the Act effective November 1, 1999.

1. Eligible Redevelopment Project Costs.

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- (1) costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided that no charges for professional services are based on a percentage of the tax increment collected; and the cost of marketing sites within the area to prospective businesses, developers and investor;

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30803

- (2) property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- (3) costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- (4) Costs of the construction of public works or improvements;
- (5) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- (6) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding thirty-six (36) months following completion and including reasonable reserves related thereto;
- (7) To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- (8) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
- (9) Payment in lieu of taxes as defined in the Act;

UNOFFICIAL COPY

30804

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- (10) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code;
- (11) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- (A) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 - (B) such payments in any of one (1) year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - (C) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30805

- (D) the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act.
- (E) up to seventy-five percent (75%) of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- (F) up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.
- (12) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01, et seq. then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

2. Estimated Redevelopment Project Costs.

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs described in (Sub)Exhibit II of this Redevelopment Plan. All estimates are based on 1999 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Plan.

UNOFFICIAL COPY

30806

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

F. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than state sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received. The City may incur Redevelopment Project Costs which are paid from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes.

The Roosevelt/Homan and Homan/Arthington T.I.F.s are contiguous and located interior to the Project Area. The Project Area is contiguous to the Roosevelt/Cicero and the Kinzie Industrial Corridor T.I.F. on the west and the Western/Ogden T.I.F. on the east and may, in the future, be contiguous to or separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area made available to support such contiguous redevelopment project areas or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30807

Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in (Sub)Exhibit II of this Redevelopment Plan.

G. Issuance Of Obligations.

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving the Project Area is adopted (By December 31, 2023). Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One (1) or more series of obligations may be sold at one (1) or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemption, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

UNOFFICIAL COPY

30808

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

H. Valuation Of The Project Area.

1. Most Recent Equalized Assessed Valuation Of Properties In The Project Area

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the Project Area is to provide an estimate of the initial E.A.V. which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Project Area. The 1998 E.A.V. of all taxable parcels in the Project Area is approximately One Hundred Eleven Million Six Hundred Thousand Dollars (\$111,600,000). This total E.A.V. by P.I.N. is summarized in (Sub)Exhibit III. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in the Project Area will be calculated by Cook County.

2. Anticipated Equalized Assessed Valuation.

By the tax year 2022 (collection year 2023) and following roadway and utility improvements, installation of additional and upgraded lighting, improved signage and landscaping, et cetera and substantial completion of potential Redevelopment Projects, the E.A.V. of the Project Area is estimated to approach Two Hundred Sixty Million Dollars (\$260,000,000). Estimates are based on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) between approximately two thousand three hundred ten (2,310) and four thousand six hundred twenty (4,620) new residential units will be constructed in the Project Area and occupied by 2016; 3) an estimated annual inflation in E.A.V. of two percent (2%) will be realized through 2022, and 4) the five (5) year average state equalization factor of 2.1436 (tax years 1994 through 1998) is used in all years to calculate estimated E.A.V.

VI.

Lack Of Growth And Development Through Investment By Private Enterprises.

As described in Section III of this Redevelopment Plan, the Project Area as a whole

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30809

is adversely impacted by the presence of numerous conservation and blight factors, and these factors are reasonably distributed throughout the Project Area. Conservation and blight factors within the Project Area are widespread and represent major impediments to sound growth and development.

The physical decline of structures and sites, and the lack of private investment in the Project Area are evidenced by the following:

Physical Condition Of The Project Areas.

- Approximately ninety-six and zero-tenths percent (96.0%) of the five thousand eighty-five (5,085) buildings in the Project Area are thirty-five (35) years of age or older.
- Of the fourteen (14) conservation area factors set forth in the Act, nine (9) factors are found to be present. Factors include dilapidation, obsolescence, deterioration, structures below minimum code standards, excessive vacancies, excessive land coverage, deleterious land-use or layout, depreciation of physical maintenance and lack of community planning.
- In over five (5) years between 1994 and 1999, the City's Building Department issued building code violations to two thousand four hundred fifty-two (2,452) of four thousand five hundred twenty (4,520) different buildings located east of Pulaski within the Project Area. This represents fifty-four percent (54%) of the total buildings within the Project Area.
- A major portion of the Project Area's infrastructure (i.e. streets, alleys, curbs and gutters, street lighting and sidewalks) needs major repair or replacement.

Lack Of Investment And Growth By Private Enterprise.

- Between 1994 and 1999, four hundred three (403) structures in the Project Area have been demolished while only two hundred sixty-seven (267) new structures were added. This represents a decline in development activity in the Project Area since demolitions have not been replaced with new construction.
- Between 1997 and 1998, the E.A.V. of the Project Area increased by only zero and four-tenths percent (0.4%) while the E.A.V. of the City of Chicago as a whole increased by one and eight-tenths percent (1.8%).

UNOFFICIAL COPY

30810

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- In addition to park and school facilities, the City of Chicago owns eight hundred ninety-four (894) separate parcels out of ten thousand three hundred ninety-eight (10,398) parcels, which represents eight and five-tenths percent (8.6%) of property in the Project Area.
- Between 1994 and 1999, the majority of permits fifty-one percent (51%) were issued for repairs. Of the nine hundred twenty-two (922) permits issued for repairs, one hundred ninety-seven (197) building permits were issued for repairs by order of the City's Building Department.
- A significant number of buildings within the Project Area are vacant or underutilized. In particular, nine hundred forty-one (941) buildings are either partially or totally vacant. This vacant space is evidence of the lack of growth and development within the Project Area.

VII.

Financial Impact.

Without the adoption of the Redevelopment Plan and T.I.F., the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives, there is the potential that conservation and blight factors will continue to exist and spread, and the Project Area on the whole and adjacent properties will become less attractive for the maintenance and improvement of existing buildings, and sites. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Redevelopment Plan describes the comprehensive, area-wide Redevelopment Project proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate problem conditions and to return the area to a long-term sound condition.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30811

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the City's effective use of T.I.F. can be expected to stabilize existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in E.A.V. caused by the Redevelopment Projects.

VIII.

Demand On Taxing District Services.

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago. This district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

Board Of Education Of The City Of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth (12th) grade. Twenty-three (23) public schools are located in the Project Area.

UNOFFICIAL COPY

30812

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. There are eight (8) parks located within the Project Area.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera. A fire station is located within the Project Area and is illustrated in Figure 4, Surrounding Community Facilities.

City Of Chicago Library Fund. General responsibilities of the Library Fund include the provision, maintenance and operation of the City's library facilities.

In 1994, the Act was amended to require an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the areas and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

In addition to the major taxing districts summarized above, the Chicago Urban Transportation District and the City of Chicago Special Service Area 12 have taxing jurisdiction over part or all of the Project Area. The Chicago Urban Transportation District (formerly a separate taxing district from the City) no longer extends tax levies, but continues to exist for the purpose of receiving delinquent taxes.

A. Impact Of The Redevelopment Project.

The replacement of vacant and underutilized properties with business, residential and other development may cause increased demand for services and/or capital improvements to be provided by the Metropolitan Water Reclamation District, the City, the Board of Education and the Chicago Park District. The estimated nature of these increased demands for services on these taxing districts are described below.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30813

Metropolitan Water Reclamation District Of Greater Chicago. The replacement of vacant and underutilized properties with new development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

City Of Chicago. The replacement of vacant and underutilized properties with new development may increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, et cetera.

Board Of Education. The addition of new households with school-aged children to the Project Area may increase the demand for services and programs provided by the Board of Education. The nearest public schools are: Faraday, Maples Rockwell, Calhour, Marshall High School, Gregory, Bethune, Manley High School, Henson, Herzl, Hess, Lathrop, William Penn, Dvorak, Howland and Collins High School all of which are located within the Project Area. The locations of these schools are illustrated in Figure 5, Surrounding Community Facilities.

Chicago Park District. The replacement of vacant and underutilized properties with residential, business and other development may increase the demand for services, programs and capital improvements provided by the Chicago Park District within and adjacent to the Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. The nearest parks are Garfield Park and Douglas Park both located either wholly or in part within the Project Area. The locations of these parks are illustrated in Figure 5, Surrounding Community Facilities.

B. Program To Address Increased Demand For Services Or Capital Improvements.

The following activities represent the City's program to address increased demand for services or capital improvements provided by the impacted taxing districts.

- It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District. Therefore, no special program is proposed for the Metropolitan Water Reclamation District.

UNOFFICIAL COPY

30814

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

- It is expected that any increase in demand for City services and programs associated with the Project Area can be adequately handled by existing City, police, fire protection, sanitary collection and recycling services and programs maintained and operated by the City. Therefore, no special programs are proposed for the City.
- It is expected that the households that may be added to the Project Area will contain some school-aged children and, at this time, no special program is proposed for the Board of Education. The City will attempt to ensure that any increased demands for the services and capital improvements provided by the Board of Education are addressed in connection with any particular residential development in the Project Area.
- It is expected that the households and businesses that may be added to the Project Area may generate additional demand for recreational services and programs and may create the need for additional open spaces and recreational facilities operated by the Chicago Park District. The City intends to monitor development in the Project Area and, with the cooperation of the Chicago Park District, will attempt to ensure that any increased demands for the services and capital improvements provided by the Chicago Park District are addressed in connection with any particular residential and business development. Open space and/or recreational facilities may be provided to meet the needs of an expanding residential population and existing and future employees of the Project Area and nearby areas.
- It is expected that any increase in demand for Cook County, Cook County Forest Preserve District and the Chicago Community College District 508's services and programs associated with the Project Area can be adequately handled by services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts. Should demand increase so that it exceeds existing service and program capabilities, the City will work with the affected taxing district to determine what, if any, program is necessary to provide adequate services.

(Sub)Exhibit II to this Redevelopment Plan illustrates the preliminary allocation of Redevelopment Project Costs.

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30815

IX.

*Conformity Of The Redevelopment Plan For The Project
Area To Land Uses Approved By The Planning
Commission Of The City.*

This Redevelopment Plan and the Redevelopment Project described herein include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan.

X.

Phasing And Scheduling.

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the City.

The estimated date for completion of Redevelopment Projects is no later than the year 2022.

XI.

Provisions For Amending This Redevelopment Plan.

This Redevelopment Plan may be amended pursuant to the Act.

UNOFFICIAL COPY

30816

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

XII.

Commitment To Fair Employment Practices And Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.
- B) Redevelopers must meet the City's standards for participation of twenty-five percent (25%) Minority Business Enterprises and five percent (5%) Women Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D) Redevelopers will meet City standards for the prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

XIII.

Housing Impact And Related Matters.

The Project Area contains six hundred forty-three (643) single-family buildings, two thousand five hundred twenty-four (2,524) two-family buildings, one thousand one hundred sixty-eight (1,168) multi-family buildings and two hundred seventeen (217) mixed-use buildings with uppers story residential for a total of fourteen

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30817

thousand seven hundred thirty-seven (14,737) residential units. Of the fourteen thousand seven hundred thirty-seven (14,737) residential units in the Project Area twelve thousand fifty-one (12,051) units are inhabited. Because the Project Area includes a significant number of residential units, information is provided regarding this Plan's potential impact on housing.

Included in the Plan is the General Land-Use Plan (Figure 2). This map indicates parcels of real property on which there are buildings containing residential units that could be removed if the Plan is implemented in this regard, and that to the extent those units are inhabited, the residents thereof might be displaced. The Plan also includes information on the condition of buildings within the Area. Some of the residential buildings exhibit a combination of characteristics such as dilapidation or deterioration, excessive vacancies and obsolescence which might result in a building's removal and the displacement of residents, during the time that this Plan is in place.

The number and type of residential buildings in the Area potentially affected by the Plan were identified during the building condition and land-use survey conducted as part of the eligibility analysis for the Area. A good faith estimate and determination of the number of residential units within each such building, whether such residential units were inhabited and whether the inhabitants were low-income or very low-income households were based on a number of research and analytical tools including, where appropriate, physical building surveys, data received from data bases maintained by the City's Department of Planning and Development, Cook County tax assessment records or 1990 census data.

Any buildings containing residential units that may be removed and any displacement of residents of inhabited units projected in this Plan are expressly intended to be within the contemplation of the comprehensive program intended or sought to be implemented pursuant to this Plan. To the extent that any such removal or displacement will affect households of low-income and very low-income persons, there shall be provided affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may either be existing or newly constructed housing and the City shall make a good faith effort to ensure that the affordable housing is located in or near the Project Area. For the purposes hereof, "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in the Illinois Affordable Housing Act.

UNOFFICIAL COPY

30818

JOURNAL--CITY COUNCIL--CHICAGO

5/17/2000

Map And Survey Overview.

Based on the Plan's General Land-Use Plan, where compared to the Generalized Existing Land-Use Map included as part of (Sub)Exhibit IV herein, there are certain parcels of property currently containing residential uses and units that, if the Plan is implemented in that regard, could result in such buildings being removed. There are four hundred forty-six (446) inhabited residential units reflected on the General Land-Use Plan Map that could be subject to displacement. Of this number, fifty-nine (59) are estimated to be occupied by residents classified as low-income and three hundred twenty-four (324) are estimated to be occupied by residents classified as very low-income.

In addition to the various maps discussed previously, the building condition survey revealed that one hundred sixteen (116) residential buildings exhibit a combination of characteristics such as dilapidation or deterioration, functional and economic obsolescence and excessive vacancies. These conditions, if left unchecked, may result in the removal of buildings and the displacement of residents. Based on the building conditions survey, it is possible that two hundred thirteen (213) additional residential units could be removed. Such units may be located anywhere within the Project Area, but will be limited to a total of two hundred thirteen (213) to be removed without amendment of this Plan in accordance with the requirements of the Act. Of this number, twenty-five (25) are estimated to be occupied by residents classified as low-income, and one hundred sixty (160) are estimated to be occupied by residents classified as very low-income.

(Sub)Exhibit III of this Plan includes a listing of parcels within the Project Area. (Sub)Exhibit III will be supplemented to identify those inhabited residential units which may be subject to displacement as discussed above.

[(Sub)Exhibit I referred to in this Midwest Tax Increment Financing Redevelopment Project and Plan constitutes Exhibit "C" to the ordinance and is printed on pages 30914 through 30923 of this Journal.]

[Figures 1a and 1b referred to in this Midwest Tax Increment Financing Redevelopment Project and Plan constitute Exhibit "E" to the ordinance and printed on pages 30924 through 30925 of this Journal.]

UNOFFICIAL COPY

5/17/2000

REPORTS OF COMMITTEES

30819

[Figures 2 and 3 referred to in this Midwest Tax Increment Financing Redevelopment Project and Plan are printed on pages 30821 through 30822 of this Journal.]

[(Sub)Exhibit III referred to in this Midwest Tax Increment Financing Redevelopment Project and Plan omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Sub)Exhibits II and IV referred to in this Midwest Tax Increment Financing Redevelopment Project and Plan read as follows:

(Sub)Exhibit II.

(To Midwest Tax Increment Financing
Redevelopment Project And Plan)

Estimated Redevelopment Project Costs.

Eligible Expense	Estimated Cost
Analysis, Administration, Studies, Surveys, Legal, Marketing ⁽¹⁾ , et cetera	\$ 3,500,000
Property Assembly Including Acquisition, Site Preparations and Demolition, Environmental Remediation ⁽¹⁾	20,500,000
Rehabilitation of Existing Buildings, Leasehold Improvements, and Housing Construction and Rehabilitation Costs ⁽¹⁾	22,000,000

(1) Certain costs include in the line items listed above will become eligible costs under the Act pursuant to an amendment to the Act which will become effective November 1, 1999.