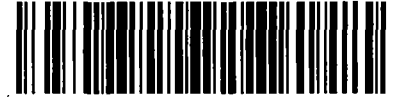




City of Chicago



SO2020-5728

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 11/16/2020

Sponsor(s): Lightfoot (Mayor)

Type: Ordinance

Title: Fifty-ninth Amending Agreement with SomerCor 504, Inc. as administrator, authorizing tax increment financing funds (TIF) to TIF/SBIF new project areas of 51st/Archer and Stevenson/Brighton development areas, and various established Small Business Improvement Funds (SBIF)

Committee(s) Assignment: Committee on Finance

FIN



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

November 16, 2020

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing tax increment financing funds to various Small Business Improvement Funds, and the amendment of the program rules and service agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

A handwritten signature in black ink that reads "Lori E. Lightfoot".

Mayor

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, by an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the Journal of Proceedings of the City Council ("Journal") for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, by ordinances adopted by the City Council, the first on November 8, 2000, and published in the Journal for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recent fifty-eighth amending ordinance adopted by the City Council on June 12, 2019 and published in the Journal for said date at pages 638 through 649, inclusive (the "Fifty-Eighth Amending Ordinance," collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, the City Council now desires to extend the Program to the 51st/Archer, and Stevenson/Brighton redevelopment project areas of the City (the "New TIF/SBIF Areas"), which are identified on Exhibit A attached hereto and incorporated herein, and that are not already reached under the SBIF Ordinance; and

WHEREAS, the City Council further desires to authorize the Department of Planning and Development ("DPD") to fund the Program in the New TIF/SBIF Areas and to allocate additional funding to other redevelopment project areas that are already reached under the SBIF Ordinance, with the amounts of Funding Authorized by this Ordinance, Funding Authorized by Previous Ordinances, and Total Funding Authorized by this Ordinance and Previous Ordinances for each such redevelopment project area set forth in Exhibit B attached hereto and incorporated herein; and

WHEREAS, DPD desires to amend the program rules for the Program ("Program Rules") and other terms of the Program to improve the operation and effectiveness of the Program; and

WHEREAS, the City Council, under the SBIF Ordinance, authorized DPD to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DPD entered into such agreement on March 12, 2001, which agreement continues in full force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend that agreement by entering into a Fifty-Ninth Amending Agreement (the "Fifty-Ninth Amending Agreement") with SomerCor to (a) extend the Program to the New TIF/SBIF Areas; (b) increase the amount of grant funds available in other redevelopment project areas, as provided by this ordinance; (c)

amend the Program Rules and other terms of the Program; and (d) authorize SomerCor to continue providing the same administrative services for the Program, which Fifty-Ninth Amending Agreement is set forth in more detail on Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the City's obligation to provide funds under the Fifty-Ninth Amending Agreement may be met through (i) incremental taxes from redevelopment project areas identified in this ordinance, as applicable; and/or (ii) any other funds legally available to the City for this purpose; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Program Rules for the Program shall be amended and restated in the form attached hereto as Exhibit C and made a part hereof.

SECTION 3. SomerCor is hereby authorized to continue to administer the Program, subject to the supervision of DPD.

SECTION 4. The Commissioner of Planning and Development or a designee are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Fifty-Ninth Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit D and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Fifty-Ninth Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Fifty-Ninth Amending Agreement.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. All sections of the SBIF Ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage and approval.

EXHIBIT A TO THE ORDINANCE

Description of New TIF/SBIF Areas

The following New TIF/SBIF Areas were created pursuant to the ordinance listed below:

on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 51st/Archer Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 51st/Archer 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 51st/Archer Redevelopment Project Area";

on April 11, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stevenson/Brighton Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Stevenson/Brighton 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 Stevenson/Brighton Redevelopment Project Area"; and

EXHIBIT B TO THE ORDINANCE

REDEVELOPMENT PROJECT AREAS	FUNDING AUTHORIZED BY THIS ORDINANCE (\$)	FUNDING AUTHORIZED BY PREVIOUS ORDINANCES (\$)	FUNDING AUTHORIZED BY THIS ORDINANCE AND PREVIOUS ORDINANCE TOTALS (\$)
111th/Kedzie	500,000	1,750,000	2,250,000
24th/Michigan	500,000	500,000	1,000,000
35th/Halsted	1,500,000	2,750,000	4,250,000
43rd/Cottage Grove	1,000,000	2,500,000	3,500,000
47th/Ashland	500,000	2,750,000	3,250,000
47th/Halsted	500,000	500,000	1,000,000
47th/State	500,000	500,000	1,000,000
51st/Archer	1,000,000	0	1,000,000
53rd Street	1,000,000	750,000	1,750,000
63rd/Ashland	250,000	750,000	1,000,000
63rd/Pulaski	1,500,000	1,200,000	2,700,000
79th Street Corridor	500,000	1,000,000	1,500,000
79th/Southwest Highway	500,000	1,000,000	1,500,000
Addison South	1,000,000	2,000,000	3,000,000
Archer/Central	500,000	1,300,000	1,800,000
Archer/Western	500,000	300,000	800,000
Armitage/Pulaski	500,000	1,000,000	1,500,000
Austin Commercial	1,000,000	3,500,000	4,500,000

Belmont/Central	2,000,000	3,700,000	5,700,000
Belmont/Cicero	500,000	1,500,000	2,000,000
Bronzeville	350,000	1,000,000	1,350,000
Bryn Mawr/Broadway	1,000,000	2,250,000	3,250,000
Chicago/Central Park	500,000	3,350,000	3,850,000
Clark/Montrose	1,000,000	2,300,000	3,300,000
Clark/Ridge	500,000	2,250,000	2,750,000
Commercial Avenue	500,000	2,000,000	2,500,000
Devon/Sheridan	775,000	1,000,000	1,775,000
Division/Homan	300,000	900,000	1,200,000
Elston/Armstrong	500,000	1,450,000	1,950,000
Fullerton/Milwaukee	3,000,000	6,700,000	9,700,000
Galewood/Armitage Industrial	500,000	2,800,000	3,300,000
Greater Southwest Industrial (East)	500,000	500,000	1,000,000
Humboldt Park Commercial	1,000,000	3,500,000	4,500,000
Jefferson Park	1,000,000	2,750,000	3,750,000
Kinzie Industrial Corridor	2,000,000	12,000,000	14,000,000
Lawrence/Broadway	2,000,000	1,500,000	3,500,000
Lawrence/Kedzie	2,000,000	3,000,000	5,000,000
Lawrence/Pulaski	1,000,000	2,500,000	3,500,000
Lincoln Avenue	1,000,000	2,000,000	3,000,000
Madison/Austin Corridor	500,000	2,250,000	2,750,000
Midway Industrial Corridor	500,000	1,100,000	1,600,000
Midwest	1,000,000	3,750,000	4,750,000
North Branch South	500,000	1,500,000	2,000,000

Northwest Industrial Corridor	3,000,000	4,500,000	7,500,000
Ogden/Pulaski	500,000	1,000,000	1,500,000
Peterson/Pulaski	1,500,000	2,350,000	3,850,000
Pilsen Industrial Corridor	2,000,000	2,500,000	4,500,000
Portage Park	2,000,000	4,160,000	6,160,000
Pulaski Industrial Corridor	2,000,000	3,000,000	5,000,000
Roosevelt/Cicero Industrial Corridor	2,500,000	1,500,000	4,000,000
Roseland/Michigan	500,000	500,000	1,000,000
South Chicago	500,000	1,000,000	1,500,000
Stevenson/Brighton	1,000,000	0	1,000,000
Stony Island/Burnside Ind.	750,000	2,000,000	2,750,000
Washington Park	300,000	300,000	600,000
West Irving Park	1,500,000	3,000,000	4,500,000
West Woodlawn	500,000	500,000	1,000,000
Western Avenue North	1,250,000	3,500,000	4,750,000
Western Avenue South	1,250,000	2,500,000	3,750,000
Woodlawn	1,500,000	500,000	2,000,000

EXHIBIT C TO THE ORDINANCE

Amended and Restated Program Rules

CITY OF CHICAGO
DEPARTMENT OF PLANNING AND DEVELOPMENT
SMALL BUSINESS IMPROVEMENT FUND (SBIF)
PROGRAM RULES

The City of Chicago's Small Business Improvement Fund is a TIF program which will reimburse building owners or tenants, as applicable, for eligible investments which preserve building stock, improve neighborhood appearance or economic value, and enable businesses to stay in the neighborhood, remain competitive, or even expand within the TIF-District.

Funding.

- Grants only, in the form of reimbursement, to the person or legal entity who incurred the costs of the eligible improvements.
- Each Property shall be eligible to receive the Maximum Program Assistance no more than every three years. "Property" shall mean: (1) a building regardless of whether it has multiple addresses or permanent index numbers ("PINS"); and/or (2) contiguous parcels under Common Ownership, regardless of whether they have multiple addresses or PINS. A building or multiple parcels under Common Ownership shall mean having an ownership interest by the same person or legal entity of 7.5% or more.
- Applicants whose eligibility is established by being Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees under the Eligible Applicant requirements are entitled to funding up to 50% of eligible costs.

Applicants whose eligibility is established by the Net Worth Requirements under the Eligible Applicant requirements are entitled to funding in the following manner:
 - a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates a net worth less than \$3,000,000.
 - b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than \$3,000,000, but less than \$6,000,000.
 - c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than \$6,000,000, but less than \$9,000,000.
- Applicants whose eligibility is established by the Annual Sales Requirement under the Eligible Applicant requirements are entitled to funding in the following manner:
 - a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates annual sales totaling less than \$3,000,000.
 - b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than \$3,000,000, but less than \$6,000,000.

c. up to thirty (30%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than \$6,000,000, but less than \$9,000,000.

- The Maximum Program Assistance shall be (i) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per industrial Property; (ii) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per industrial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than One Hundred Thousand Dollars (\$100,000); (iii) less than One Hundred Fifty Thousand Dollars (\$150,000) maximum assistance per commercial Property occupied by a single owner or tenant; or (iv) less than Two Hundred and Fifty Thousand Dollars (\$250,000) maximum assistance per commercial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than Seventy-Five Thousand Dollars (\$75,000). Applicants may receive one or more grants up to the Maximum Program Assistance. Once an Applicant has received the Maximum Program Assistance, the Applicant shall not be eligible to reapply for another Program grant for the same Property until three years from the date on which it receives final payment for the preceding Program grant(s), provided it has met DPD's guidelines and procedures regarding re-application. Applicants who have received a Program grant for one Property shall not be excluded from applying for Program grants for another Property.
- Applicants selected by lottery; a waiting-list will be created, if needed. Any waiting-list created on or after April 24, 2012 shall expire two (2) years after the date of its creation. Any applicants placed on the waiting-list shall remain on the list until the waiting-list expires, they receive a grant, withdraw from the waiting-list, or are otherwise determined to no longer be eligible under the Program to receive a grant. Applicants for a Property located in an "INVEST South/West Corridor" shall be given priority for funding and the lottery, unless the City's INVEST South/West program has been terminated. Applicants for a Property located in a "Target Corridor" shall be second in priority for funding and the lottery. The remaining Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Applicants in the INVEST South/West Corridors and the Target Corridors.
- The maximum grant any Property would be eligible to receive under the Program shall be reduced dollar for dollar by (i) any Direct City Financial Assistance from any other program for the Property within (3) years before the date of the application, (ii) any Direct City Financial Assistance currently being received for such Property, or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract (except for "gap" financing for the Project that is disclosed at the time the Application is first filed). "Direct City Financial Assistance" shall mean financial assistance directly provided by the City, but shall not include any funds received pursuant to a contract for goods and services, a Delegate Agency Grant Agreement, or the "TIF Works" Program.
- All applicants for commercial properties who are approved for a grant of \$25,000 or greater shall be required to make at least one exterior improvement using at least ten percent (10%) of the maximum amount of their approved grant, including but not limited to, façade repair, windows and doors, and other exterior improvements eligible under the Program subject to DPD approval; provided that, at DPD's sole discretion such requirement may be waived if the applicant can demonstrate to DPD's satisfaction that no exterior improvements are needed because improvements have been recently

completed or the exterior features of the building have been well-maintained and are consistent with DPD's Design Guidelines.

Eligible Applicants.

- Property owners that have an ownership interest in a commercial business, located on the property to be improved, with a maximum average annual sales of Nine Million Dollars (\$9,000,000) for the past three (3) years, or a business plan for a new business showing the same level of projected maximum average annual sales for three (3) years (the "Annual Sales Requirement"). Property owners that would otherwise be evaluated for eligibility under the Annual Sales Requirement, but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).
- Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees. Property owners of industrial businesses currently employing a maximum of two hundred (200) full-time employees. Property owners that would otherwise be evaluated for eligibility under this paragraph, but lease more than 50% of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).
- Property owners who conform to maximum net worth and liquidity requirements (total net worth no more than Nine Million Dollars (\$9,000,000), and total liquidity of no more than Five Hundred Thousand Dollars (\$500,000) per individual owner, and who lease space to eligible commercial or industrial tenants.
- Tenants that meet the Annual Sales Requirement, have a leasehold interest in the property they would like to improve pursuant to a lease agreement with the property owner and have express prior property owner approval to make specific improvements. The property owner's eligibility will not be a requirement for the Tenant's eligibility.
- Qualified building owners who seek to attract eligible new commercial or industrial tenants to vacant space.
- Businesses which are Not eligible include, but may not be limited to: chain and franchise businesses (as defined by DPD); branch banks; day labor employment agencies; currency exchanges; pay day or title secured loan stores; pawn shops; fortune telling services; liquor stores, bars, night clubs; adult uses; hotels or motels; private clubs; track wagering facilities; K-12 schools; gas stations; firearms dealers; places of worship; smoke shops/cigar lounges; tobacco dealers, including sales of tobacco, nicotine, or similar products and accessories; residential storage warehouses; trailer-storage yards; and junk yards, or any uses similar to those listed.
- Religious organizations that operate an industrial or commercial business may be eligible for a Program grant provided that an authorized officer signs an affidavit stating that (a) the room or space that the SBIF funds will be used to acquire, improve or rehabilitate is not its primary place of worship; (b) SBIF funds will be used only for those portions of the acquisition, improvement or rehabilitation of the premises that are attributable to business activities described in its application; and (c) If in the future it uses the premise for inherently religious activities it will reimburse the City for the present value of the improvements, in an amount not to exceed the grant of SBIF funds.

- DPD, in its sole discretion, may deny new applications on the basis of past experience with the Applicant or Property involving misrepresentation, non-compliance with the requirements of the Program, or similar issues. Additionally, in the event of a major change to a project, such as a change in construction plans, unforeseen damage to the building, or, for start-up businesses, a change in the business plan, DPD may remove the project from the Program in its sole discretion.

Vacant Property.

Funding for vacant properties will require one hundred percent (100%) lease-up of ground floor, the portion of the property subject to the SBIF grant with a qualified tenant, and a minimum sixty percent (60%) by square footage lease-up of the portion of the property subject to the SBIF grant, prior to funding.

Eligible Costs.

Any TIF-eligible improvement which permits a building owner to attract new commercial or industrial tenants, allows an eligible business owner to maintain or expand operations, or contributes to the improved appearance and viability of a property may be funded by the Program. This includes, at DPD's discretion, funding for the rehabilitation, remodeling or renovation of improvements including, but not limited to, the following:

- roof and facade;
- components of signs or awnings which are permanently affixed to the building;
- alterations or structures needed for ADA compliance (e.g., railings or ramps);
- HVAC and other mechanical systems;
- plumbing and electrical work;
- certain project-related architectural and construction management fees related to the project;
- certain environmental remediation measures; and
- the purchase of adjacent land parcels for purposes of expansion or parking;
- solar panels

the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

- (a) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances, installation of energy efficient lighting systems); and

(b) the cost of the energy audit does not exceed 10% of the project budget.

-- permanent interior renovations, including fixtures.

The following items are not eligible for reimbursement, and therefore will not be counted toward total project cost (this is not an exhaustive list):

-- new construction;

-- minor repairs or improvements such as painting or cleaning;

-- equipment-related expenses;

-- planters surrounding or affixed to buildings;

-- fencing;

-- parking lot construction or repair;

-- landscaping;

-- work on the interior of residential units; and

-- work, in DPD's sole determination, that is not consistent with the goals of this Program or the redevelopment priorities of the relevant TIF area, including, projects that do not conform with the uses and goals defined in the governing Redevelopment Plan for the relevant TIF area.

Energy Efficiency Requirement.

All industrial applicants shall be required to purchase products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The applicant is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

Design Requirements

In order to receive funding, projects must conform to design requirements including meeting DPD's Design Guidelines, when applicable. Projects shall also comply with any applicable design guidelines and additional neighborhood requirements as described in guidelines, style guides, community plans and other planning documents associated with the TIF area and neighborhood in which the Property is located. Applicants are strongly advised to consult with SomerCor and design professionals on design requirements and guidelines before drawing up plans for work. Work which is potentially damaging to the building, such as use of incorrect tuckpointing materials, will not be reimbursed. Plans must be submitted to SomerCor for design approval prior to beginning construction, or the project will be automatically disqualified. DPD will work with applicants on mutually-agreeable design changes and/or enhancements to their projects.

Compliance.

- Checks will be performed on all applicants prior to funding to insure that they are not indebted to the City and that they are in compliance with child support laws.
- Each applicant will sign an Economic Disclosure Affidavit.
- Grantees will be required to sign an affidavit certifying that they will not relocate out of the TIF district or sell the business within a three (3) year period following disbursement of funds under the Program. This will be monitored.
- In cases of SBIF reimbursement for land purchase, proof of land ownership will be required before reimbursement may be made.

Time Limits.

Each stage of the program has a time limit by which Applicants must complete the requirement. Unless DPD has granted an extension of time, Applicants who do not complete each stage within that limit will be disqualified:

- Stage 1 - Applicant supplies any missing information to complete their application: twenty (20) days.
- Stage 2 - Plans, bids, and specs, are obtained, debts are cured: one hundred twenty (120) days.
- Stage 3 – Proof of Financing (concurrent with 10-month construction phase) Applicant provides evidence to the satisfaction of DPD within one hundred and twenty (120) days following the date of the commitment letter that it has sufficient funds to complete the approved project. Such evidence may include, but is not limited to, commitment from a financial institution for a loan or line of credit or financial statements that demonstrate that the applicant currently has sufficient equity to complete the project.
- Stage 3 - Construction is completed or land is purchased: ten (10) months.

A maximum of two (2) extensions may be granted with DPD approval in the case of unavoidable delay due to extraordinary circumstances. DPD (not SomerCor) also may on a case-by-case basis grant a Grant-Eligible Application an additional amount of time to complete any Program requirement. In such case, DPD shall have discretion to determine the appropriate length of the extension.

Technical Assistance.

Grantees will have access to technical assistance to aid them in selecting contractors, obtaining bids, and drawing up proper work contracts.

Escrow.

Grantees may choose to receive their grant funds through an escrow account, if offered by the City. Any fees associated with the use of an escrow account will be taken out of the grant award. DPD, in its sole discretion, may authorize up to three draws of funding from the escrow account to reimburse an Applicant as work is completed on a project.

Minority/Women-Owned Businesses (M/WBE).

A directory of City of Chicago certified M/WBE contractors will be provided to all eligible applicants to encourage the hiring of such contractors under the program.

Effective Date of Program Rules.

These Program Rules shall be applicable to all projects that apply for funding on or after [_____, 2020]. Projects that apply for funding prior to this date shall be governed by the version of the Program Rules applicable on the date the application was submitted for such project.

EXHIBIT D TO THE ORDINANCE

Form of Fifty-Ninth Amending Agreement

to

ADMINISTRATIVE SERVICES AGREEMENT

This Fifty-Ninth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this ____ day of _____, 2020, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street Street, Suite 510, Chicago, Illinois 60605.

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, by ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the Journal of Proceedings of the City Council for said dates at pages 8307 to 8344, inclusive, and pages 43877-43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

WHEREAS, the City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

WHEREAS, in multiple ordinances adopted by the City Council, the most recent of which was adopted on _____, 2020 and published in the Journal of Proceedings of the City Council for said date at pages ____ through _____, inclusive (the "Fifty-Ninth Amending Ordinance"), the City Council authorized DPD to enter into agreements amending the First SomerCor Agreement and the Second SomerCor Agreement with SomerCor to make various changes to the administration of the SBIF Program; and

WHEREAS, the Fifty-Ninth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to extend the SBIF Program to extend the SBIF Program to the 51st/ Archer and Stevenson/Brighton redevelopment project areas of the City, allocate additional funding to various existing areas, and amend some of the rules and requirements of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Fifty-Ninth Amending Agreement");

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth

below, the parties hereto agree as follows:

ARTICLE I

INCORPORATION AND RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE II

REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

ARTICLE III

AMENDMENTS TO SECOND SOMERCOR AGREEMENT

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) Substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit B attached to the Fifty-Ninth Amending Ordinance.

(b) add the following text at the end of Exhibit 2 thereof:

; and

102) on May 17, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 51st/Archer Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the 51st/Archer 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 51st/Archer Redevelopment Project Area";

103) on April 11, 2007: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stevenson/Brighton Redevelopment Project Area"; (2) "An Ordinance of the City of Chicago, Illinois Designating the Stevenson/Brighton 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 Stevenson/Brighton Redevelopment Project Area"; and

(c) add the following text at the end of Exhibit 5 thereof:

51st/Archer Area	\$1,000,000
Stevenson/Brighton Area	\$1,000,000

(d) amend the text in Exhibit 5 thereof increasing the maximum funds available for the following TIF Areas, which maximum includes previously-allocated funds and additional funding authorized by the Fifty-Ninth Amending Ordinance, as follows:

24th/Michigan	\$1,000,000
35th/Halsted	\$4,250,000
43rd/Cottage Grove	\$3,500,000
47th/Ashland	\$3,250,000
47 th /Halsted	\$1,000,000
47 th /State	\$1,000,000
53 rd Street	\$1,750,000
63 rd /Ashland	\$1,000,000
63 rd /Pulaski	\$2,700,000
79th Street Corridor	\$1,500,000
79 th /Southwest Highway	\$1,500,000
111 th /Kedzie	\$2,250,000
Addison South	\$3,000,000
Archer/Central	\$1,800,000
Archer/Western	\$800,000
Armitage/Pulaski	\$1,500,000
Austin Commercial	\$4,500,000
Belmont/Central	\$5,700,000
Belmont/Cicero	\$2,000,000
Bronzeville	\$1,350,000
Bryn Mawr/Broadway	\$3,250,000
Chicago/Central Park	\$3,850,000
Clark/Montrose	\$3,300,000
Clark/Ridge	\$2,750,000
Commercial Avenue	\$2,500,000
Devon/Sheridan	\$1,775,000
Division/Homan	\$1,200,000
Elston/Armstrong	\$1,950,000
Fullerton/Milwaukee	\$9,700,000
Galewood/Armitage Industrial	\$3,300,000
Greater Southwest Industrial (East)	\$1,000,000
Humboldt Park Commercial	\$4,500,000
Jefferson Park	\$3,750,000
Kinzie Industrial Corridor	\$14,000,000
Lawrence/Broadway	\$3,500,000
Lawrence/Kedzie	\$5,000,000
Lawrence/Pulaski	\$3,500,000
Lincoln Avenue	\$3,000,000
Madison/Austin Corridor	\$2,750,000
Midway Industrial Corridor	\$1,600,000
Midwest	\$4,750,000
North Branch South	\$2,000,000
Northwest Industrial Corridor	\$7,500,000
Ogden/Pulaski	\$1,500,000
Peterson/Pulaski	\$3,850,000
Pilsen Industrial Corridor	\$4,500,000
Portage Park	\$6,160,000

Pulaski Industrial Corridor	\$5,000,000
Roosevelt/Cicero Industrial Corridor	\$4,000,000
Roseland/Michigan	\$1,000,000
South Chicago	\$1,500,000
Stony Island/ Burnside Industrial	\$2,750,000
Washington Park	\$600,000
West Irving Park	\$4,500,000
West Woodlawn	\$1,000,000
Western Avenue North	\$4,750,000
Western Avenue South	\$3,750,000
Woodlawn	\$2,000,000

(e) substitute the following for each occurrence of “One Hundred Sixty-Nine Million Eight Hundred and Sixty Thousand Dollars (\$169,860,000)” in Section 4.2 thereof:

“Two Hundred Thirty Million and Eighty-Five Thousand Dollars (\$230,085,000)”

(f) Replace Exhibit 6 (Application Procedures) to the Second SomerCor Agreement, in its entirety, with Exhibit 1 to this Agreement.

(g) Delete Section 4.4(a)(iii)(B).

(h) Add the following sentence to the end of the text in Section 4.4(d):

“If approved by DPD, Grant Funds may be paid to an Eligible Applicant in a maximum of three installments. In addition, if approved by DPD, SomerCor may establish an escrow account (or a sub-account in a master escrow account) for each project if a Grantee desires to receive its Grant Funds through an escrow account. Any fees associated with the use of an escrow account (or sub-account) will be taken out of the Grant Funds for the Project. DPD, in its sole discretion, may authorize up to three draws of funding from the escrow account to reimburse an Eligible Applicant as work is completed on a Project.”

(i) Add a new subsection (iv) to Section 4.4(f), as follows:

“DPD, in its sole discretion, may agree to changes to the reporting requirements contained in this Section 4.4(f).”

(j) Add a new subsection (vi) to Section 4.4(g), as follows:

“SomerCor, in coordination with DPD, shall maintain a website and engage in other activities to market the Program in each TIF Area. SomerCor shall also develop a database to manage all Projects and funds. The City shall retain ownership of all data and information related to the SBIF Program.”

(k) Add a new Section 4.10, as follows:

“Section 4.10. Priority of Grant Funds to Properties Located in INVEST South/West Corridors and Target Corridors.”

Notwithstanding anything to the contrary in this Agreement, Eligible Applicants for a Property located in an 'INVEST South/West Priority Corridor' established by DPD as part of the 'INVEST South/West Program' shall be given priority for funding and the lottery, unless the INVEST South/West program has been terminated. Eligible Applicants for a Property located in a "Target Corridor" listed and described in Exhibit 8 to this Agreement shall be second in priority for funding and the lottery. The remaining Eligible Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Eligible Applicants in the INVEST South/West Corridors and the Target Corridors."

(l) Add a new Exhibit 8 (Target Corridors) to the Second SomerCor Agreement in the form of Exhibit 2 to this Agreement.

(m) Replace the text in Section 6.5 (Compensation) with the following:

"6.5 Compensation. SomerCor shall not charge any Eligible Applicant any fees or charges for a Grant hereunder. The only compensation received by SomerCor for performance under this Agreement shall be in accordance with this Section. Starting on [_____, 2020] [the adoption date of the 59th Amending Ordinance], SomerCor shall be entitled to compensation hereunder in an amount equal to one percent (1%) of the aggregate Grant Funds for which DPD authorizes opening or reopening an Application period for such funding in the applicable TIF Area, except that SomerCor shall not be entitled to such compensation in regard to any portion of funding for which it has already been compensated. In addition, SomerCor shall be entitled to compensation hereunder in an amount equal to eight percent (8%) of the aggregate Grant Funds paid by the City for Eligible Costs hereunder. Such amount shall be payable upon submission of a Voucher by SomerCor to DPD, which Voucher shall contain a line item for SomerCor compensation hereof. The City shall not be responsible for the payment of any fees other than as set forth in this Section."

Except as set forth herein, the Agreement is not amended.

ARTICLE IV

OBLIGATION TO PROVIDE DOCUMENTS

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, an opinion of counsel in substantially the form of Exhibit 3 attached hereto and incorporated herein, and the City's current form of Economic Disclosure Statement.

IN WITNESS WHEREOF, the City and SomerCor have executed this Agreement as of the date first set forth above.

CITY OF CHICAGO

By: _____
Commissioner,
Department of Planning and Development

SOMERCOR 504, INC.

By: _____

Its: _____

EXHIBIT 1 to Fifty-Ninth Amending Agreement

EXHIBIT 6

Application Intake and Processing Procedures

(Note: the defined terms used herein may not correspond to the defined terms used in the Agreement)

(a) **Publicity and Application Acceptance.** SomerCor shall accept and process applications in the following manner, or as is otherwise determined by the City:

(i) SomerCor shall work with the City and other partners determined by the City to promote the SBIF program and make applications available within each eligible TIF Area (as such eligibility is determined by the City for a continuous period prior to the first day of the Acceptance Period (as defined below). SomerCor will make applications available on its website or at its office or by phone, mail or e-mail or at specified locations within the TIF Area as agreed to by DPD;

(ii) the application form shall be approximately 3 pages (plus attachments) in length and shall request sufficient information from which SomerCor will be able to determine each applicant's initial eligibility for a Grant;

(iii) SomerCor shall begin accepting completed application forms on a date certain (which date shall be determined in cooperation with DPD and shall be made public) and shall stop receiving completed application forms 30 days later or, if that date falls on a weekend or holiday, on the next business day thereafter (the "Acceptance Period");

(iv) to be deemed an Application, each completed application must have been received by SomerCor at its office (either by mail or electronically by e-mail or online applications, if allowed by SomerCor) by the close of business on the last day of the Acceptance Period; the City will not accept Applications.

(b) **Stage 1 Applicant Eligibility Review.** Within ten days after the close of the Acceptance Period, SomerCor shall make a preliminary determination of the likelihood of Lottery Eligibility of each Application that was received during the Acceptance Period.

Also within that same ten-day time period, in TIF Areas with INVEST South/West Corridors or Target Corridors, SomerCor shall, for each Application, determine whether the proposed Project is located within one of the applicable corridors by providing a list of all Project addresses to DPD, which will geocode the list and return the information to SomerCor.

(i) **Lottery and Wait-Listing Procedure.** Each Lottery-Eligible Application shall be deemed to be requesting the Maximum Program Assistance. Within ten days following the close of the Acceptance Period, SomerCor shall arithmetically determine whether there are

more Lottery-Eligible Applications than the maximum amount of funds available for the TIF Area as set forth on Exhibit 5 of this Agreement. If the total number of Lottery-Eligible Applications does not exceed the maximum amount of funds available for the TIF Area, then all Lottery-Eligible Applications shall be deemed "Applications Selected for Review."

Within that same time period, if the total number of Lottery-Eligible Applications exceeds the maximum amount of funds available for the TIF Area, then SomerCor shall give each Lottery-Eligible Application a randomly-selected, unique number as generated by a computer process or by such other lottery method as may be approved by the City. The Lottery-Eligible Applications shall be placed in numerical order from the lowest assigned number to the highest, until the number of Applications is reached that does not exceed the maximum amount of funds available for the TIF Area. Those Applications are then deemed "Applications Selected for Review." All other Lottery-Eligible Applications are deemed "Wait-Listed Applications" and shall be wait-listed in numerical order from lowest to highest.

Notwithstanding anything to the contrary in this Agreement, Eligible Applicants for a Property located in an "INVEST South/West Priority Corridor" established by DPD as part of the "INVEST South/West Program" shall be given priority for funding and the lottery, unless the INVEST South/West program has been terminated. Eligible Applicants for a Property located in a Target Corridor listed and described in Exhibit 8 to this Agreement shall be second in priority for funding and the lottery. The remaining Eligible Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Eligible Applicants in the INVEST South/West Corridors and the Target Corridors.

If an Application Selected for Review later is rejected for failure to comply with this Procedure or the Program, then the lowest-number Wait-Listed Application then available shall thereafter be deemed an Application Selected for Review.

If the amount of funds reserved by the total number of available Applications Selected for Review does not meet or exceed the maximum amount of funds available for the TIF Area, or the amount of actual Grant Funds paid for all Projects in the TIF Area does not meet or exceed the maximum amount of funds available for the TIF Area, then the City shall determine whether and how to open a new application acceptance round.

(ii) Within a ten-day period following the lottery, SomerCor shall, for each Application, commence the following, and shall substantially complete these steps within the Stage 1 Resolution Period (as defined below):

(A) obtain and review financial information regarding the applicant and its Project including, but not limited to, calculating the applicant's annual sales, net worth, liquidity and full-time job equivalence as needed and in a manner determined by SomerCor and approved by DPD;

(B) verify any other information presented in the Application including, but not limited to, determining whether the proposed Project is located within the applicable TIF Area and is consistent with the land use plan of the TIF Area, and determining whether the applicant meets the Eligible Applicant criteria set forth in the Agreement.

Within that same ten-day time period, SomerCor shall mail or e-mail each applicant whose Application passes this preliminary determination a "Stage 1 Letter" that (i) clearly

identifies all open issues concerning the applicant's Economic Disclosure Statement and Affidavit ("EDS"), applicant ownership issues, or other aspect of the Application; (ii) suggests ways the applicant can resolve those issues; (iii) offers to assist the applicant's resolution of the issues; and (iv) sets a 20-day deadline ("Stage 1 Resolution Period") for resolving all issues mentioned in the Stage 1 letter.

Also, within that same time period, SomerCor shall mail or e-mail each applicant whose Application does not pass the preliminary determination a "Rejection IA Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

Each Application that fully resolves its Stage 1 Letter issues within the Stage 1 Resolution Period shall be deemed an "Eligible Application."

(c) **Stage 2 Project Eligibility Review.** Within 10 days following the determination of Eligible Application (whether determined by lottery or by arithmetic calculation that a lottery is not needed), SomerCor shall, for each Eligible Application, commence the following, and shall complete it within the Stage 2 Resolution Period (as defined below):

- (i) obtain and review title information regarding the applicant and the Project and
- (ii) obtain scofflaw and child support clearance from the City's Departments of Revenue and Consumer Services for all persons identified on the EDSs to verify that the Project will qualify;

In addition, SomerCor shall perform an initial site visit prior to issuing a "Stage 3 Letter."

Within the same 10-day time period following determination of Eligible Applications, SomerCor shall send a "Stage 2 Letter" to each such applicant stating that:

- (i) their Application has been deemed an Eligible Application;
- (ii) SomerCor has begun the processing of their application as set forth in the paragraph above and that it will contact the applicant if scofflaw or child support clearance issues arise;
- (iii) within the number of days required by ordinance from the date of the letter (the "Stage 2 Resolution Period"), the applicant must complete and provide to SomerCor's satisfaction all the bids, specifications, drawings and draft contracts with contractors regarding the Project;
- (iv) the applicant should provide SomerCor copies of the preliminary general contractor or architectural plans early in the Stage 2 Resolution Period so that SomerCor can assist the applicant's completion of the bid, specifications and contracts requirement;
- (v) if the applicant, following its best efforts to develop the Project as initially proposed, finds during the Stage 2 Resolution Period that the Project is impossible to complete as initially proposed, then applicant may apply to DPD for approval to revise the Project

and, if approval is so granted, then applicant may revise the Project and conform the revised Project to all the requirements of subsection (iii) above;

(vi) Project work that is begun prior to receiving a Stage 3 Letter (as described below) shall not be reimbursed or paid for by the Grant; and

(vii) if all the information requested in the Stage 2 Letter is not completed and submitted to SomerCor in a form satisfactory to SomerCor (including the resolution of any scofflaw or child support clearance issues) by the close of the Stage 2 Resolution Period, then the Eligible Application will thereafter be automatically disqualified from further participation in the Program.

Within five days following the conclusion of each Eligible Application's Stage 2 Resolution Period, SomerCor shall determine whether the Eligible Application has fully resolved each Stage 2 Letter requirement within the Stage 2 Resolution Period. Each applicant that SomerCor finds to have fully resolved its Stage 2 Letter issues within the Stage 2 Resolution Period shall immediately thereafter be deemed a "Grant-Eligible Application."

SomerCor shall promptly mail or e-mail to each applicant whose Eligible Application fails to become a Grant-Eligible Application a "Rejection 2 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

(d) **Stage 3 Project Completion Period and Grant Amount Determination.** Within 10 days following the determination of a Grant-Eligible Application, SomerCor shall review each Grant-Eligible Application's final contract amount and determine the actual dollar amount of Grant Funds (i.e. half of the projected Eligible Costs) being requested (the "Net Grant Request"). SomerCor shall calculate the "Gross Grant Request" by adding ten percent to the Net Grant Request to allow for contingency. If the Gross Grant Request is less than the Maximum Program Assistance, then the Gross Grant Request shall be deemed the "Grant Amount."

If the Gross Grant Request is equal to or greater than Maximum Program Assistance, then the "Grant Amount" shall be deemed to be Maximum Program Assistance permitted.

SomerCor shall then revise the dollar amount originally set aside or reserved for lottery purposes to equal the Grant Amount. Any amount set aside in excess of the Grant Amount shall be aggregated with other excess reserves from other Grant-Eligible Applications. SomerCor shall promptly contact the number of Wait-Listed Applications (in numerical order) that corresponds to the aggregate excess reserves (re-reserving the Maximum Program Assistance to each Wait-Listed Applicant) and deem each to be an Eligible Application. SomerCor shall pursue the procedures for each such Eligible Application set forth beginning at subsection (c) herein.

Within the same 10-day period, SomerCor shall, for each Grant-Eligible Application, send a "Stage 3 Letter" to each such applicant stating:

- (i) that their Application is a Grant-Eligible Application;
- (ii) the Grant Amount for which the applicant is eligible;

(iii) that Project costs incurred after the date of the Stage 3 Letter are grant-eligible provided the applicant and the Project meet all Program requirements (including that the applicant continues to meet the definition of Eligible Applicant as set forth in the Agreement;

(iv) that the Project must be completed (as determined by SomerCor and DPD) within time required by ordinance (the "Stage 3 Project Period") after the date of the Stage 3 Letter; and

(v) SomerCor stands ready to help resolve any difficulties the applicant encounters in determining whether a proposed Project cost will be eligible under the Program guidelines.

(e) **Final Project Eligibility Determination and Grant Closing.** Following the close of the Stage 3 Project Period for each Grant-Eligible Application, SomerCor shall promptly determine whether the Grant-Eligible Application has fully complied with the Project work and all other requirements of the Program and the Stage 3 Letter within the Stage 3 Project Period.

If the Project fully complies except that the Eligible Costs actually incurred are less than were anticipated, then SomerCor shall recalculate the Grant Amount down from the Grant Amount set forth in the Stage 3 Letter and shall deem the revised amount the "Revised Grant Amount."

SomerCor shall then promptly notify each applicant whose Project fully complies with the Stage 3 Letter and all other Program requirements:

(i) that the Project fully complies with the Program requirements;

(ii) that SomerCor, on behalf of the City, will reimburse the Grant-Eligible Applicant the amount of \$XXXXX, which amount is equal to the lesser of the Grant Amount or the Revised Grant Amount;

(iii) of the need to set a closing date for the Grant;

(iv) of the list of documents that the applicant must provide SomerCor at the closing; and

(v) that the Grant Funds for the Project will be disbursed within four to six weeks following the closing.

SomerCor shall attempt to close each Grant within 30 days of the ending date of the Stage 3 Project Period.

For each Grant-Eligible Application that both SomerCor and DPD have made a final determination is no longer eligible for Grant Funds, SomerCor shall as soon as possible after such determination send the applicant a "Rejection 3 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

EXHIBIT 2 to Fifty-Ninth Amending Agreement

EXHIBIT 8

Target Corridors

The following are the Target Corridors established for the Program and their general geographic boundaries:

1. Halsted Street – 111th to 119th, as more fully shown on the map attached hereto as Sub-Exhibit 8.1.
2. Stony Island – 85th to 93rd and 87th Street – Blackstone to Cregier, as more fully shown on the map attached hereto as Sub-Exhibit 8.2.
3. Cottage Grove – 75th to 87th and 79th Street – Cottage Grove to Stony Island, as more fully shown on the map attached hereto as Sub-Exhibit 8.3.
4. 75th Street – Michigan to Cottage Grove, as more fully shown on the map attached hereto as Sub-Exhibit 8.4.
5. 71st Street – East End to South Shore, as more fully shown on the map attached hereto as Sub-Exhibit 8.5.
6. Cottage Grove – 63rd to Marquette, as more fully shown on the map attached hereto as Sub-Exhibit 8.6.
7. 63rd Street at Ashland, as more fully shown on the map attached hereto as Sub-Exhibit 8.7.
8. Garfield Boulevard – State Street to Martin Luther King Drive, as more fully shown on the map attached hereto as Sub-Exhibit 8.8.
9. 51st Street – Michigan Avenue to Martin Luther King Drive, as more fully shown on the map attached hereto as Sub-Exhibit 8.9.
10. Roosevelt Road – Kedzie to Pulaski, as more fully shown on the map attached hereto as Sub-Exhibit 8.10.
11. Madison Street – Hamlin to Keeler, as more fully shown on the map attached hereto as Sub-Exhibit 8.11.
12. Madison Street -- Laramie to Austin, as more fully shown on the map attached hereto as Sub-Exhibit 8.12.

EXHIBIT 3 to Fifty-Ninth Amending Agreement

Form of Counsel's Opinion

_____, 2020

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Suite 1000
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

- (i) an executed original of the Agreement;
- (ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");
- (iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "By-Laws"); and
- (iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, By-Laws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.
2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.
3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.
4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.
5. The execution and delivery of the Agreement and the consummation of the

transactions contemplated thereby will not constitute:

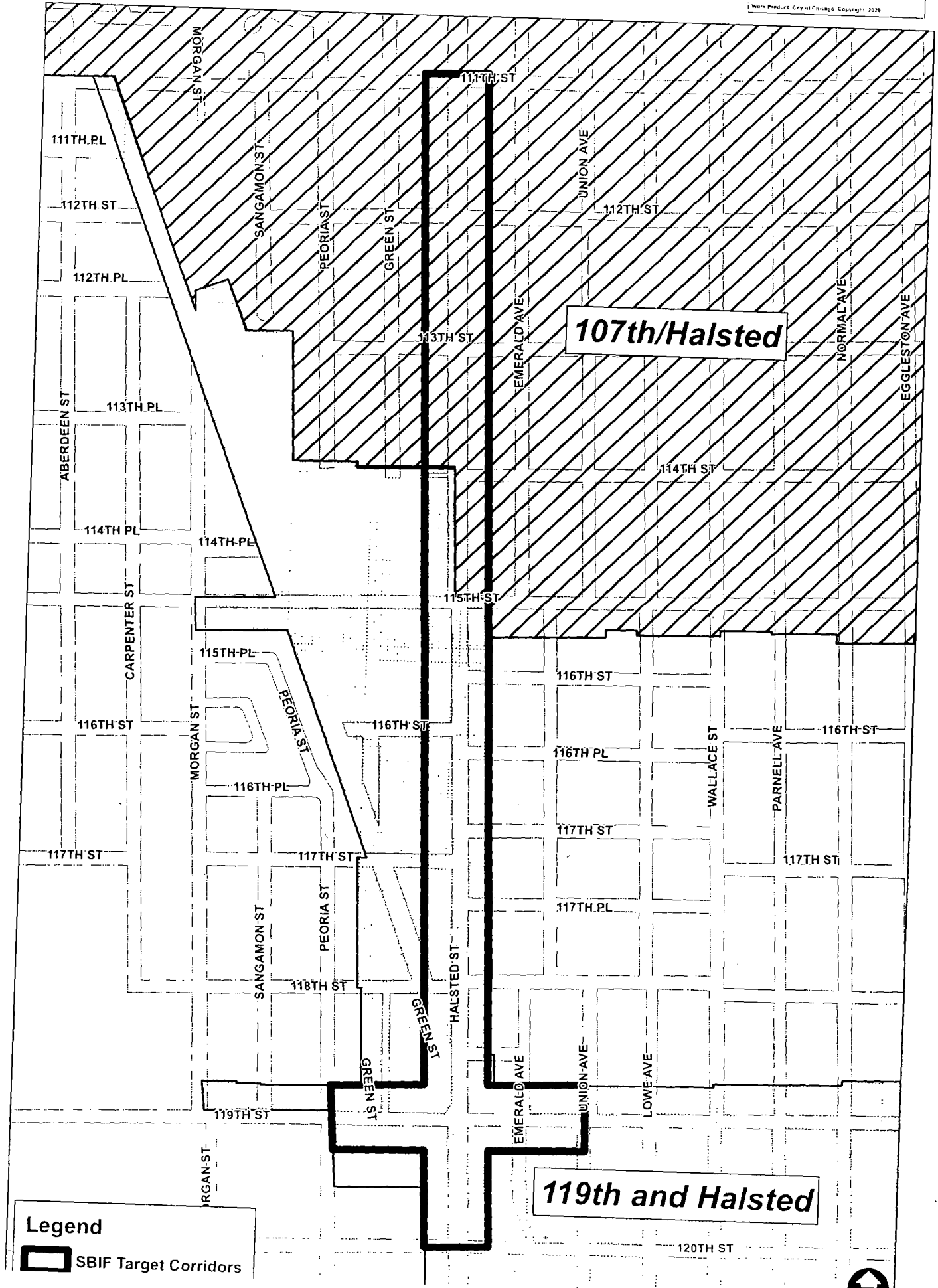
- A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-Laws of SomerCor, (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or
 - B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.
6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.


In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as otherwise expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely _____.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,

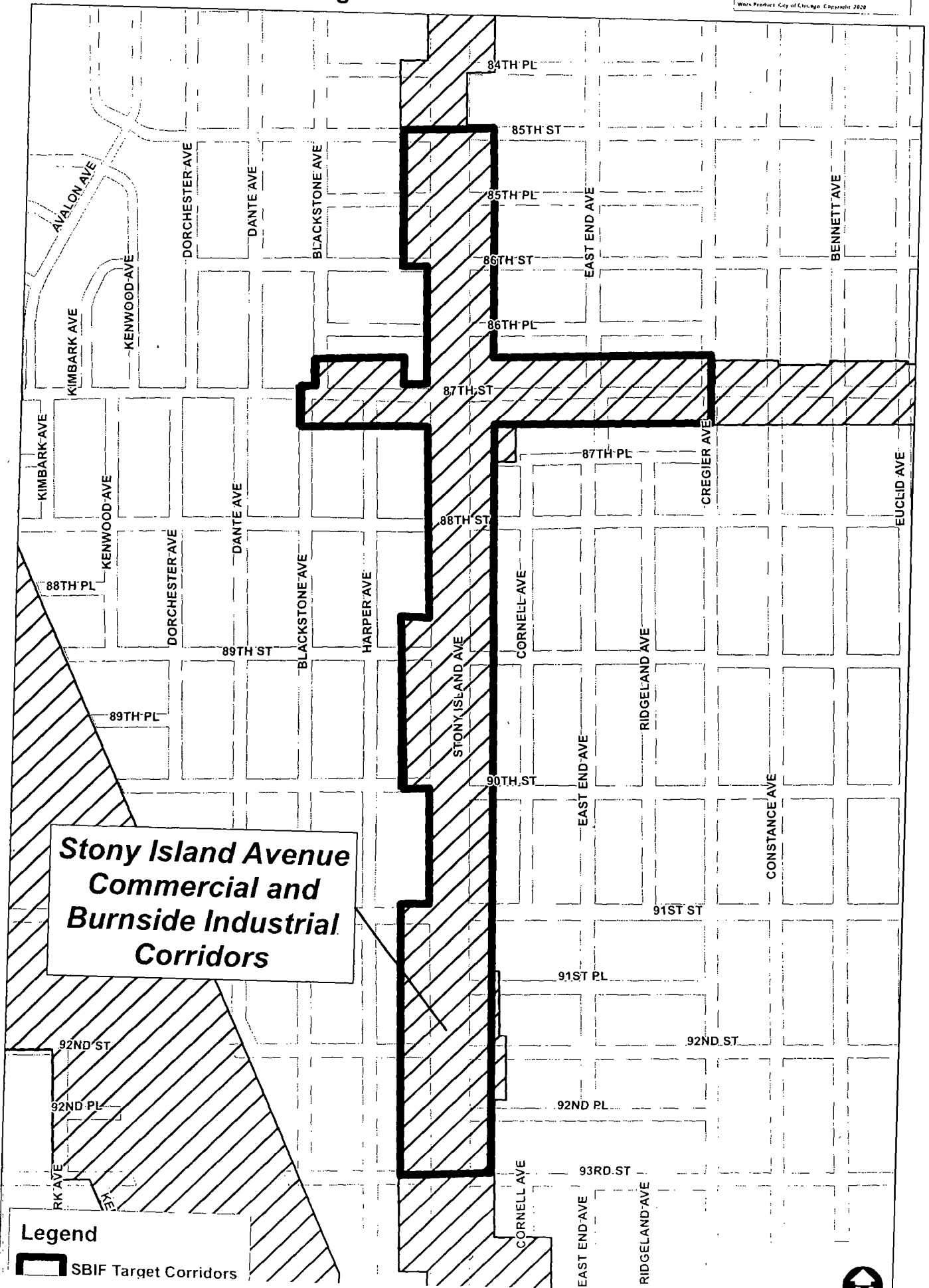
Sub-Exhibit 8.1: SBIF Target Corridor No. 1: Halsted St - 111th to 119th



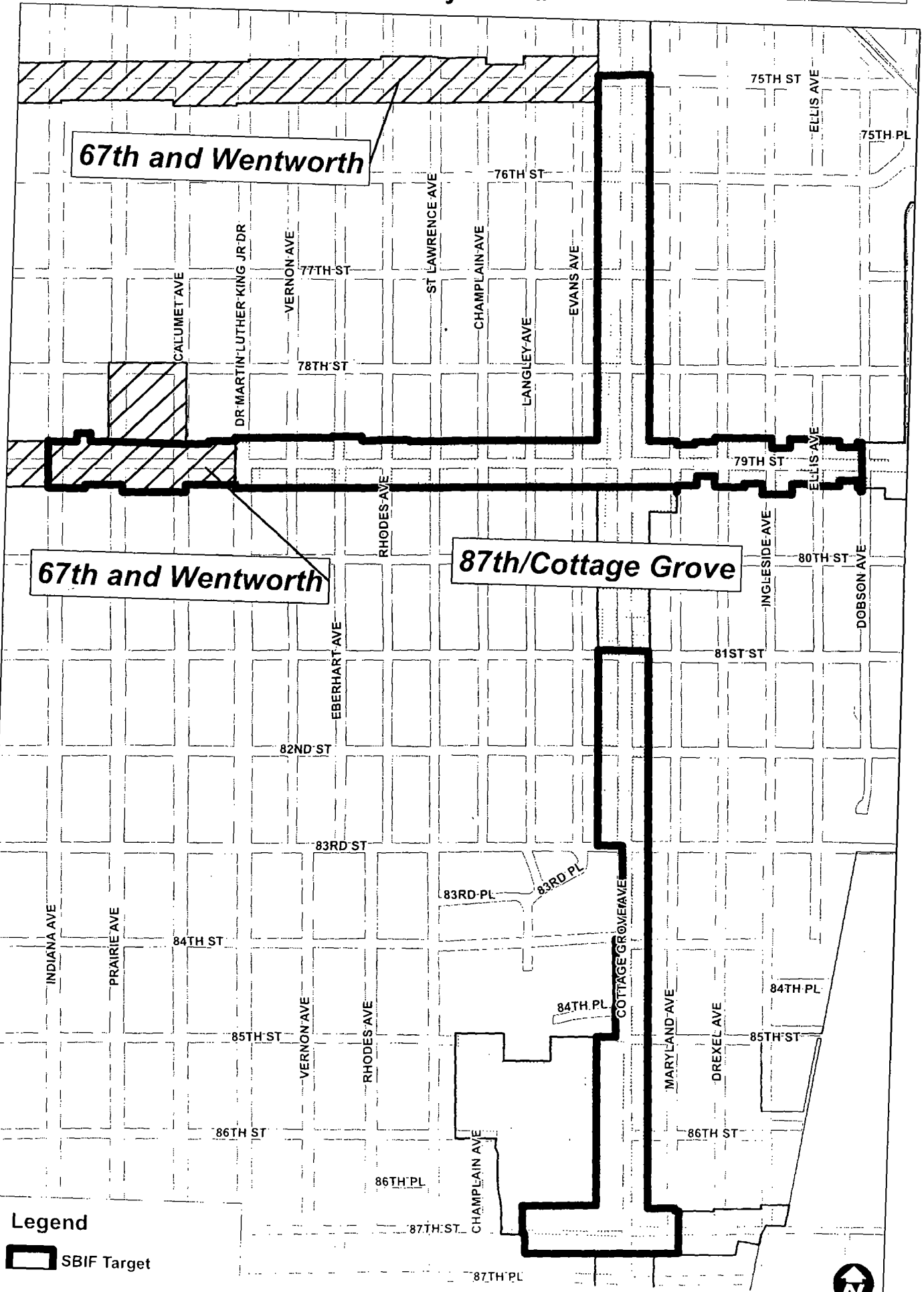
Legend
 SBIF Target Corridors



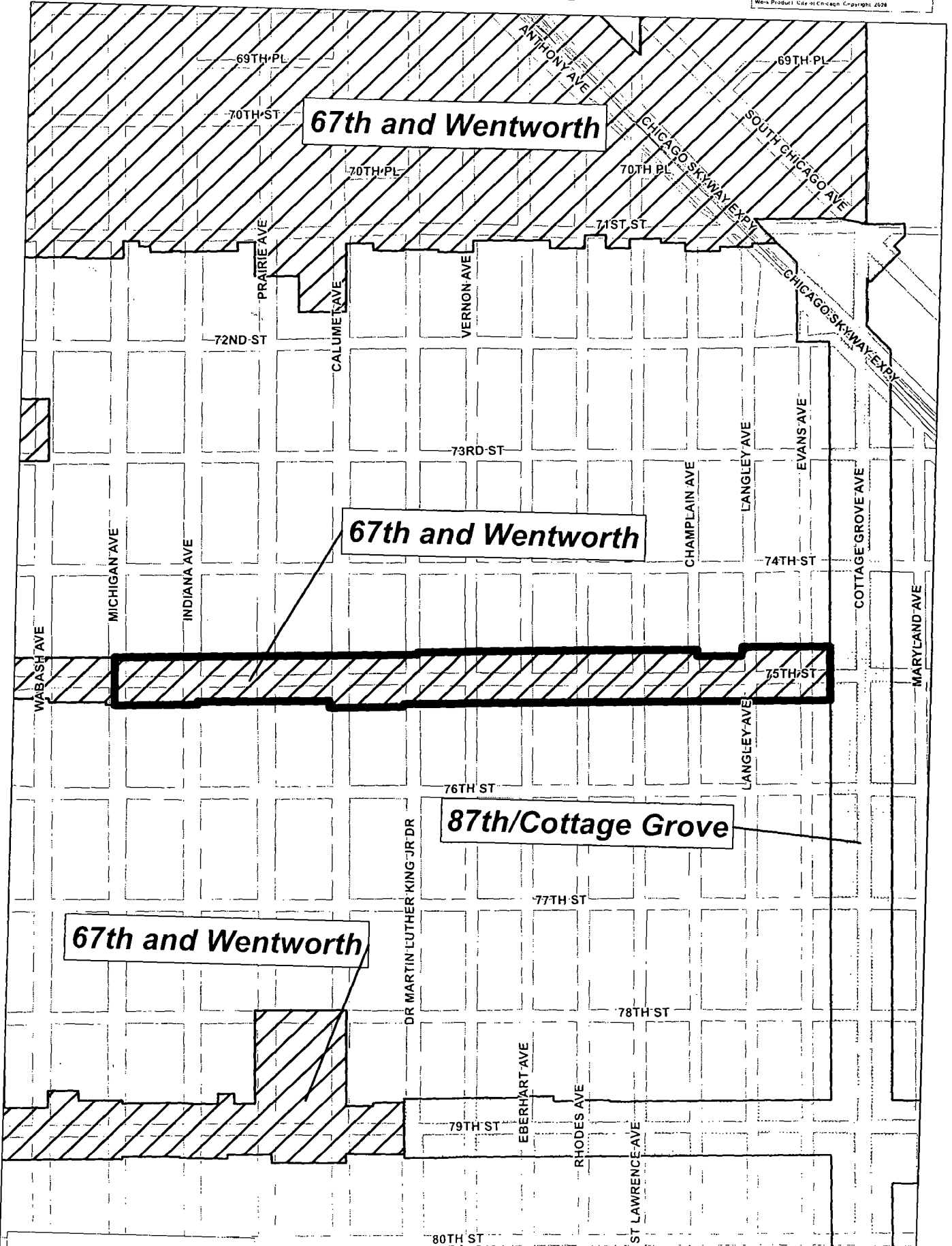
Sub-Exhibit 6.2: SBIF Target Corridor
No. 2: Stony Island - 85th to 93rd
87th - Blackstone to Cregier



Sub-Exhibit 8.3: SBIF Target Corridor
No. 3: Cottage Grove 75th to 87th
79th St - Cottage Grove to Stony Island



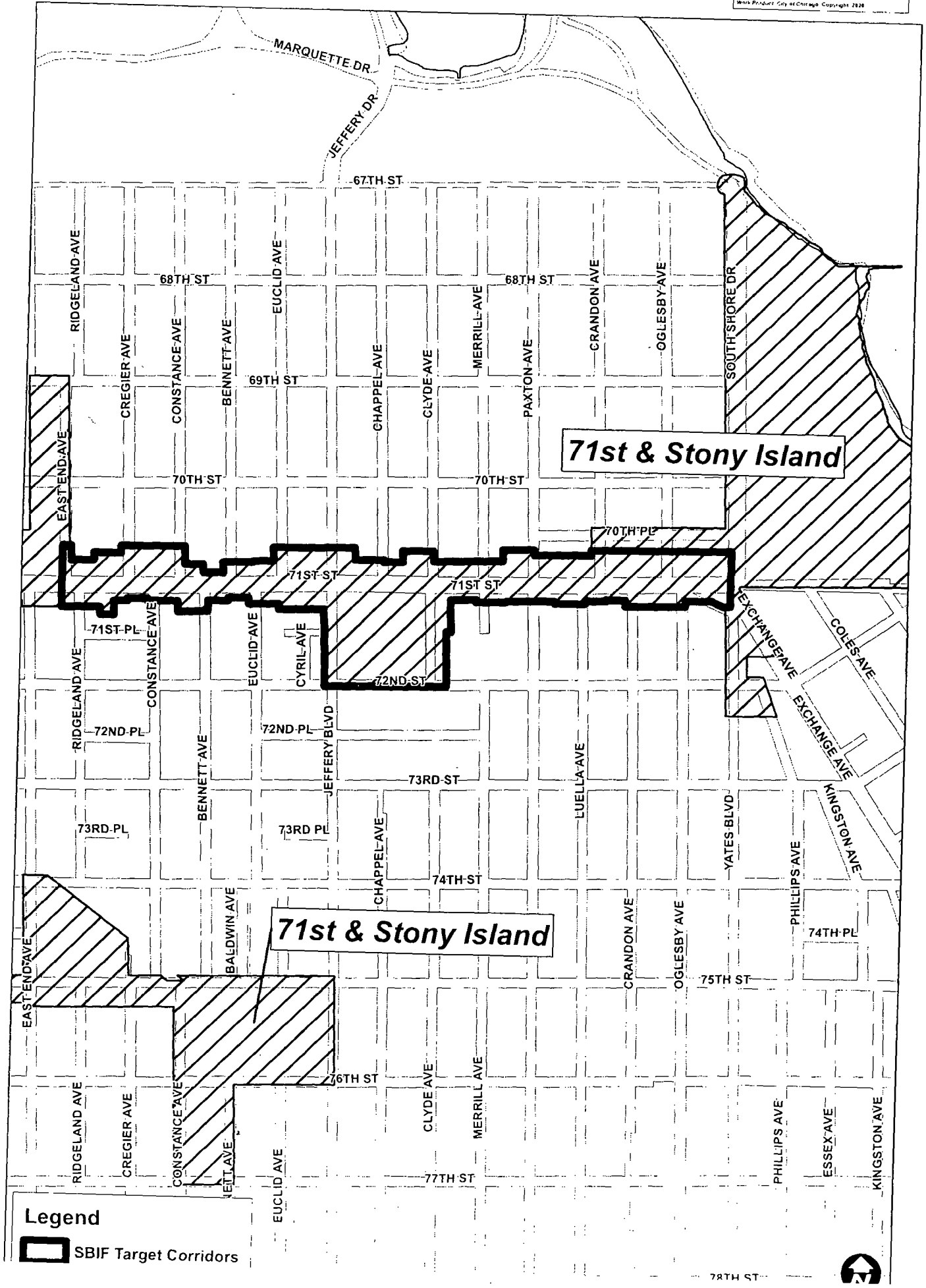
Sub-Exhibit 8.4: SBIF Target Corridor No. 4: 75th St - Michigan to Cottage Grove



Legend
 SBIF Target Corridors



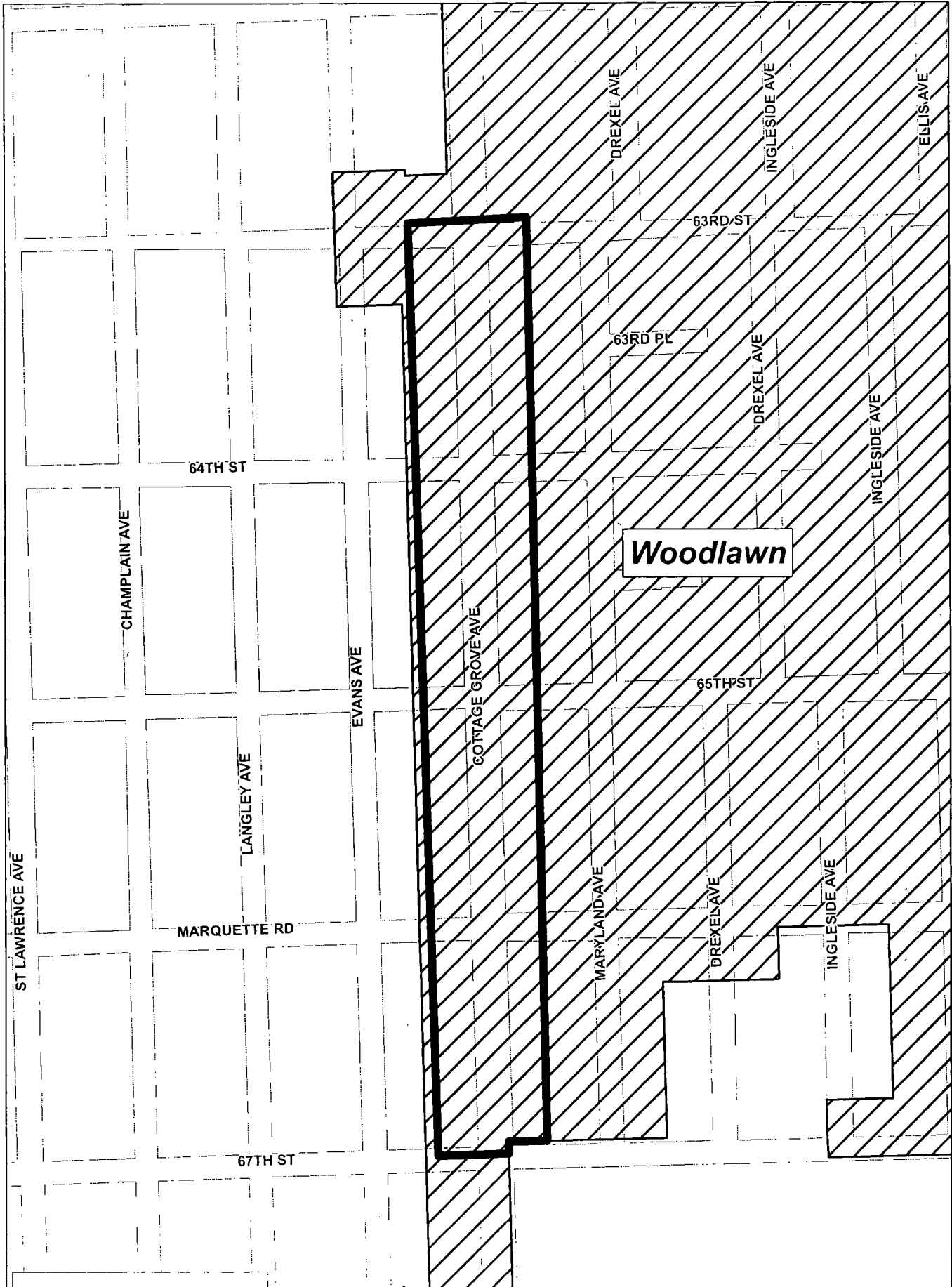
Sub-Exhibit 8.5: SBIF Target Corridor No. 5: 71st - East End to South Shore



Legend
 SBIF Target Corridors



Sub-Exhibit 8.6: SBIF Target Corridor No. 6: Cottage Grove - 63rd to Marquette

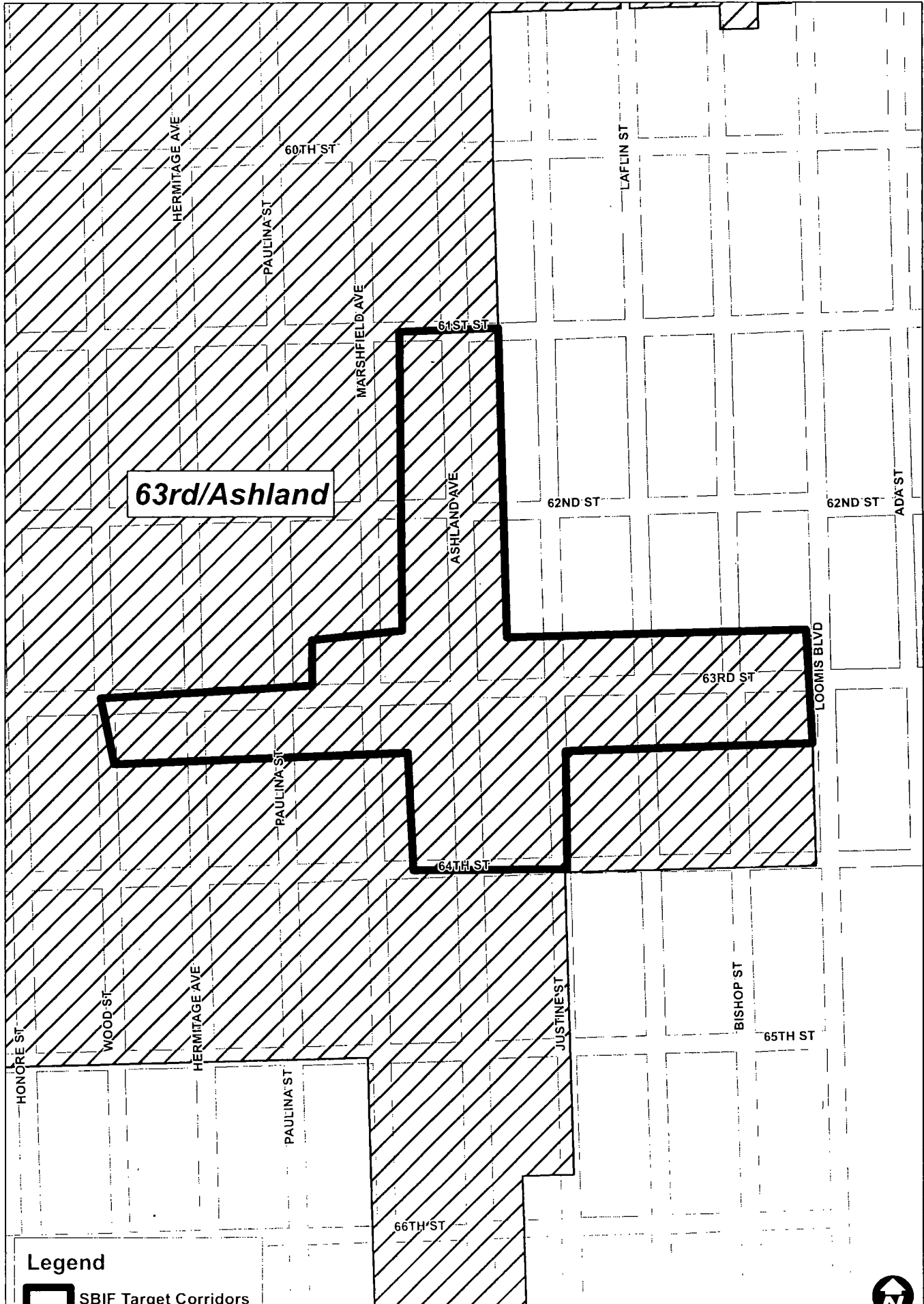


Legend

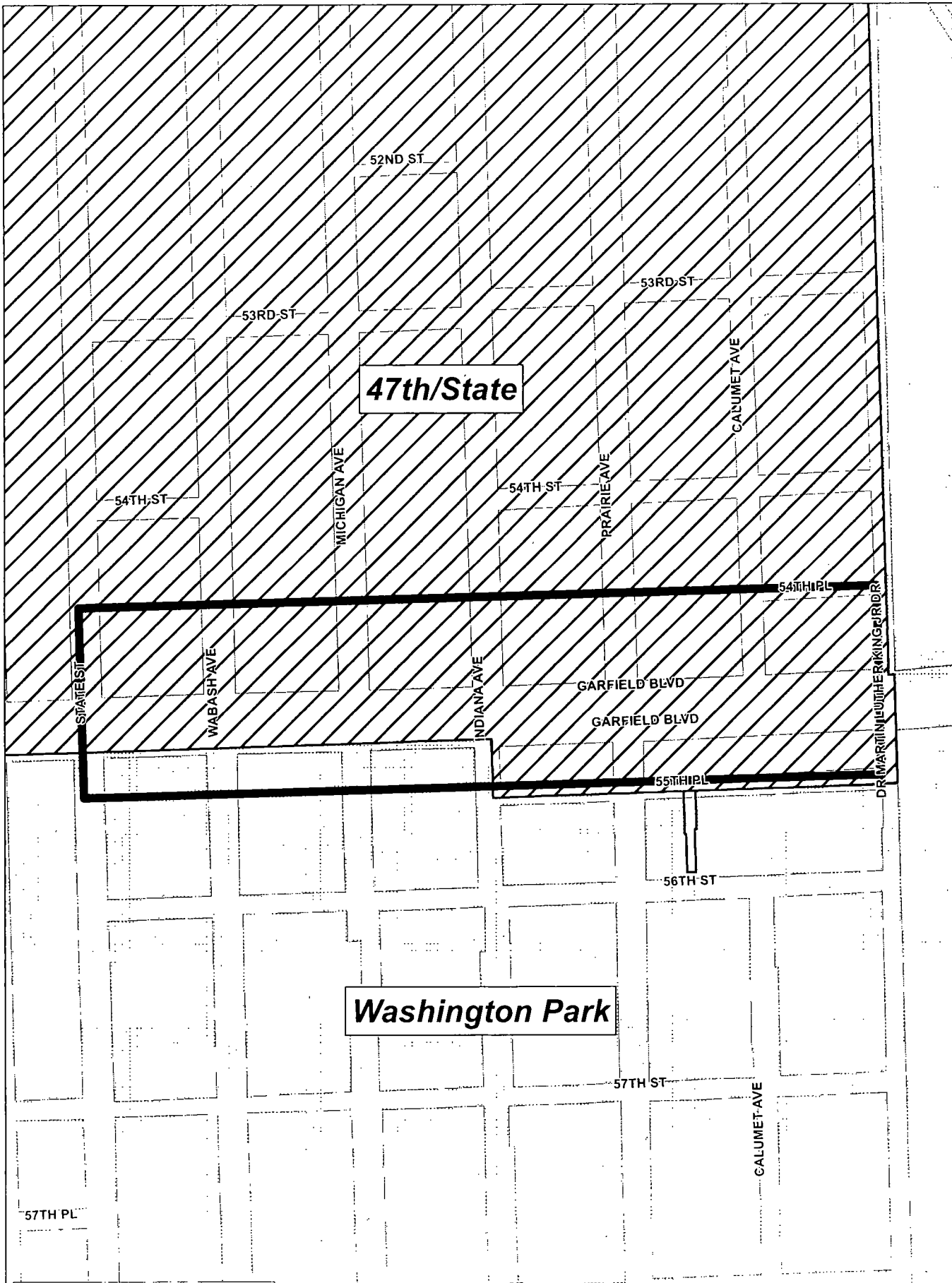
 SBIF Target Corridors



Sub-Exhibit 8.7: SBIF Target Corridor No. 7: 63rd St at Ashland



Sub-Exhibit 8.8: SBIF Target Corridor No. 8: Garfield Blvd - State to MLK Dr

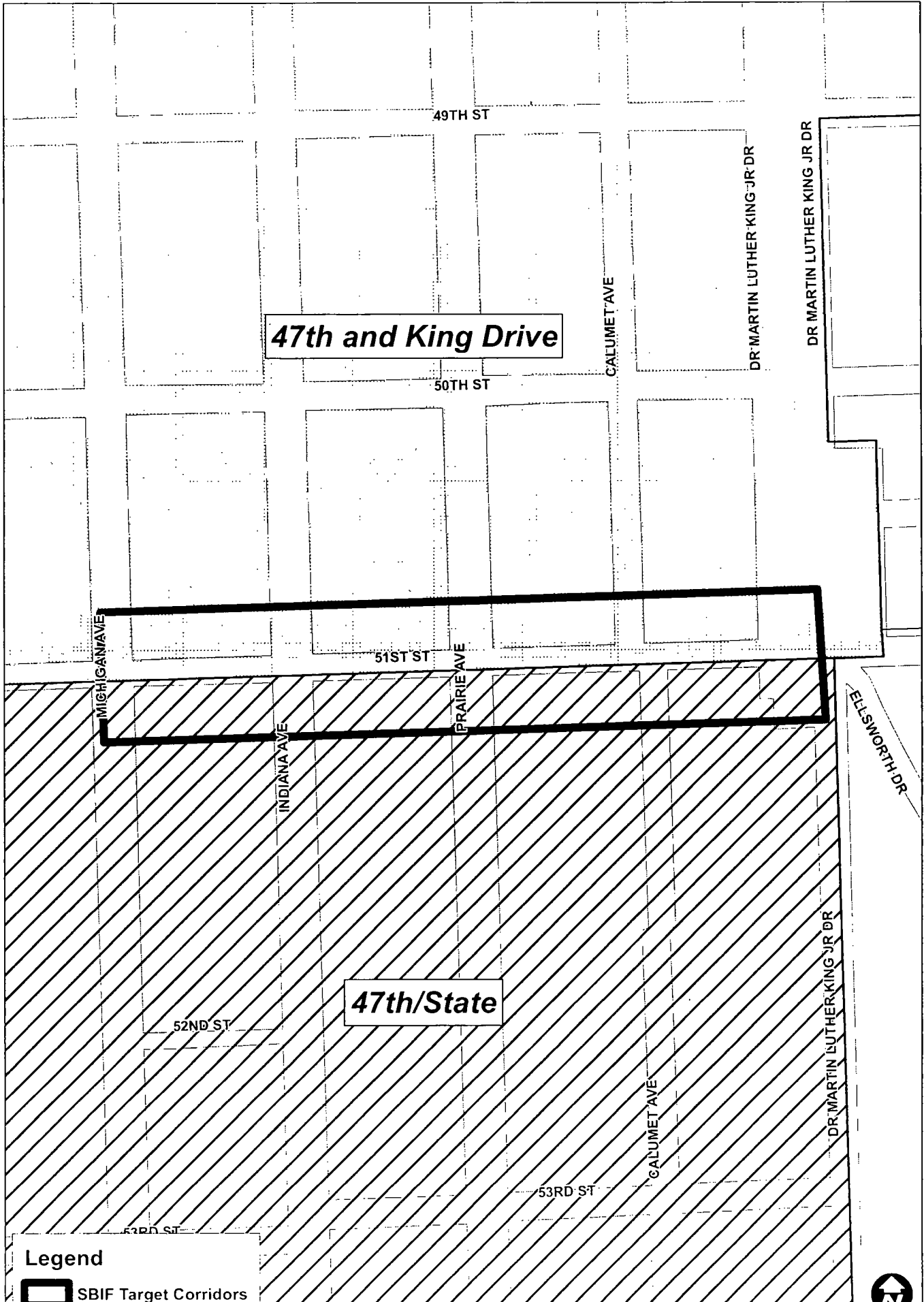


Legend

 SBIF Target Corridors



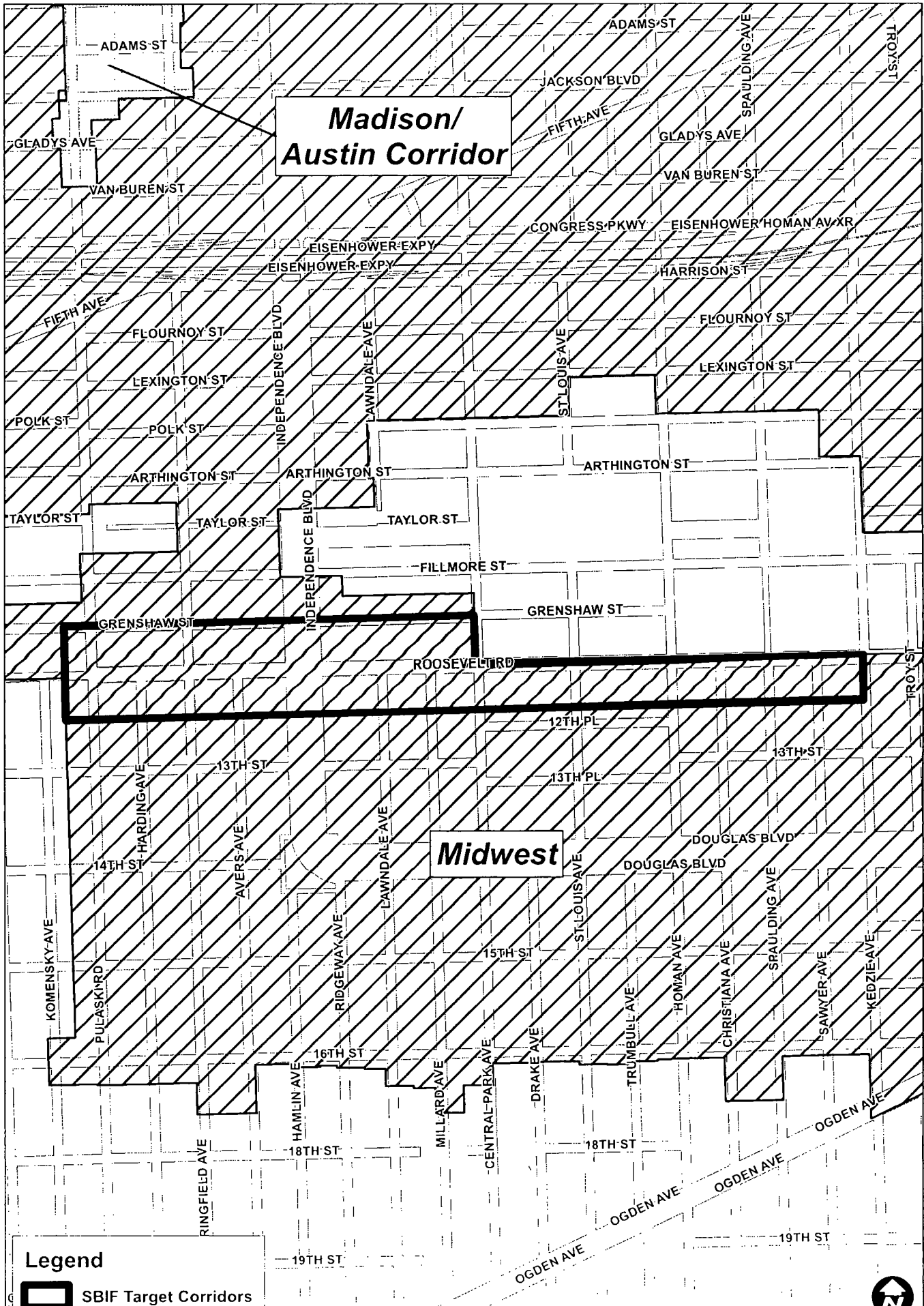
Sub-Exhibit 8.9: SBIF Target Corridor No. 9: 51st St - Michigan to MLK Dr



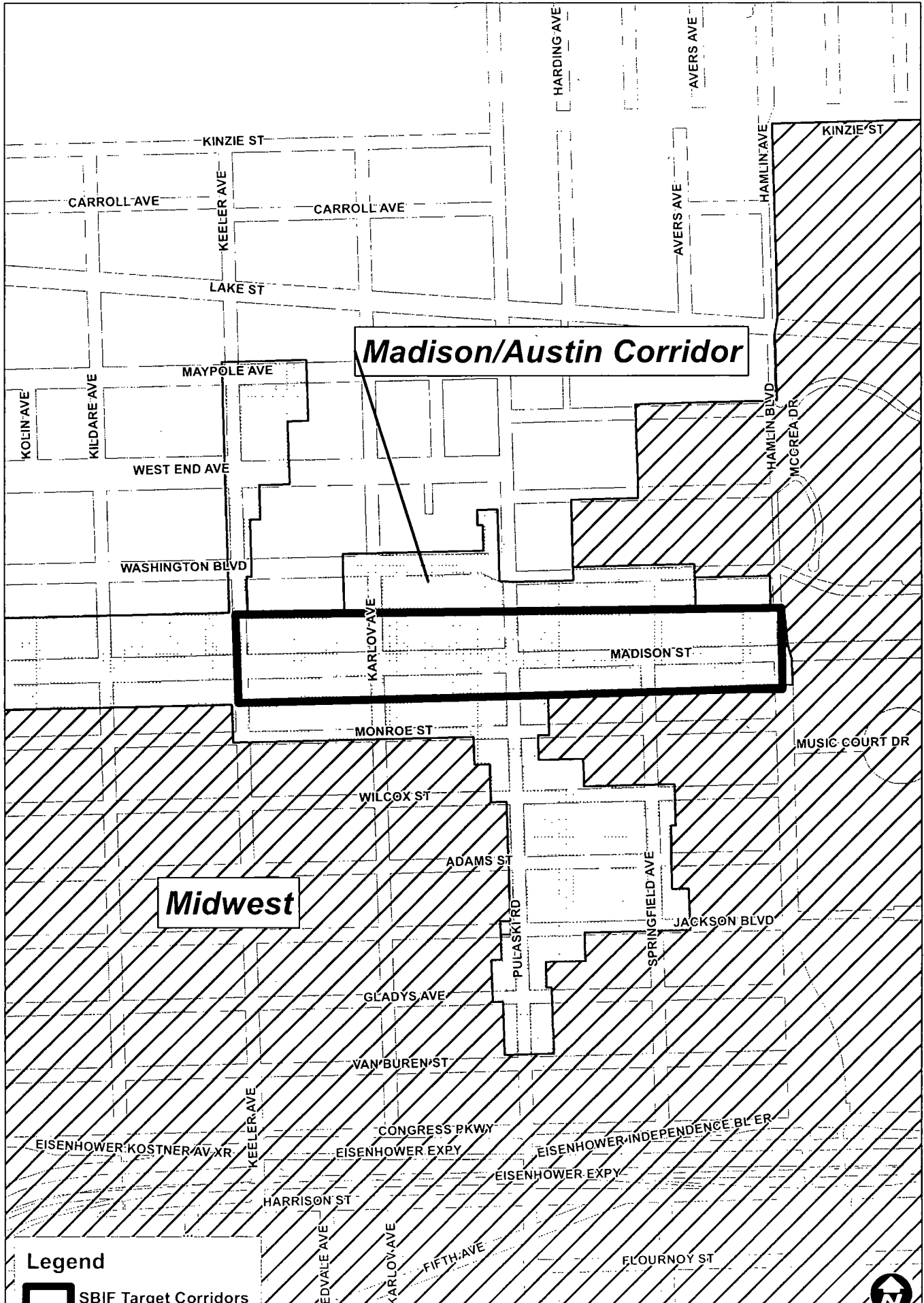
Legend
 SBIF Target Corridors



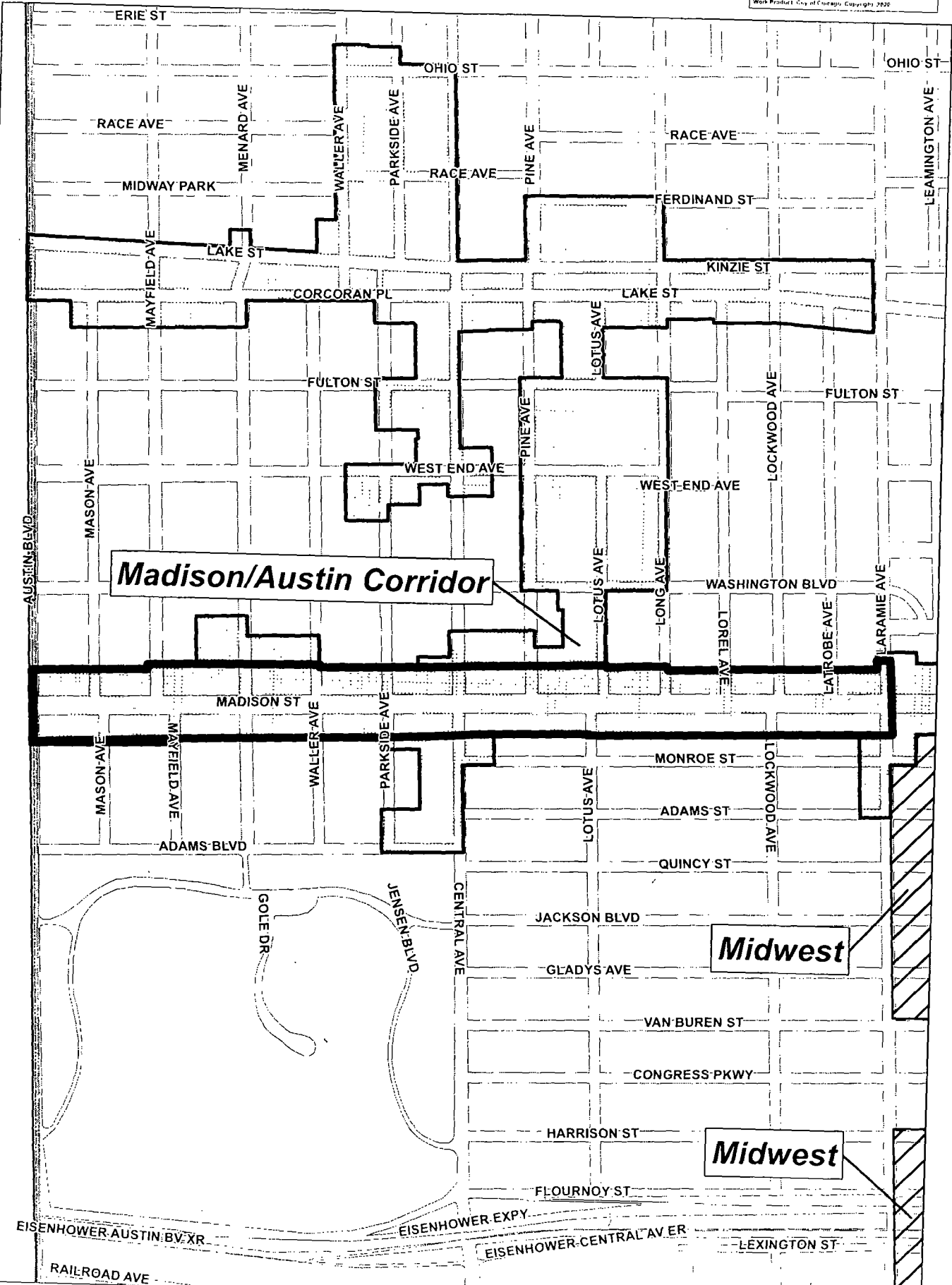
**SUB-EXHIBIT 6.10: SBIF Target Corridor
No. 10: Roosevelt Rd - Kedzie to Pulaski
within the Midwest SBIF**



Sub-Exhibit 8.11: SBIF Target Corridor No. 11: Madison St - Hamlin to Keeler



Sub-Exhibit 8.12: SBIF Target Corridor No. 12: Madison St - Laramie to Austin



Madison/Austin Corridor

Midwest

Midwest

Legend

 SBIF Target Corridors



EXHIBIT 3 to Fifty-Ninth Amending Agreement

Form of Counsel's Opinion

_____, 2020

City of Chicago
Department of Planning and Development
121 North LaSalle Street
Suite 1000
Chicago, Illinois 60602

RE: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

- (i) an executed original of the Agreement;
- (ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");
- (iii) the By-Laws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "By-Laws"); and
- (iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, By-Laws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations

and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.
2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.
3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.
4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.
5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

- A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the By-Laws of SomerCor, (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or
 - B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.
6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as otherwise expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely _____.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

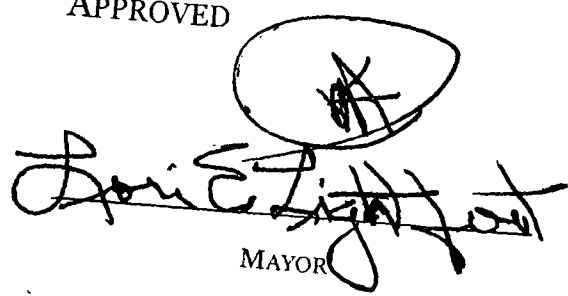
Very truly yours,

APPROVED


CORPORATION COUNSEL

DATED: 12.17.20

APPROVED


MAYOR

DATED: 12.17.20