

City of Chicago



O2013-4161

Office of the City Clerk Document Tracking Sheet

Meeting Date:

6/5/2013

Sponsor(s):

Mendoza, Susana A. (Clerk)

Type:

Ordinance

Title:

Zoning Reclassification App No. 17746 at 3745-3759 S Indiana Ave; 3808-3848 S Indiana Ave; 201-209 E Pershing

Rd; 3800 S Prairie Ave and 3804-3858 S Prairie Ave

Committee(s) Assignment:

Committee on Zoning, Landmarks and Building Standards

ORDINANCE

INSTITUTIONAL PLANNED DEVELOPMENT NO.

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM-5 Residential Multi-Unit District and B3-3 Community Shopping District symbols and indications as shown on Map No. 8-E in the area bounded by:

South Prairie Avenue; a line 50.00 feet south of and parallel to East 38th Street (as measured from the south line of East 38th Street); the north-south alley just west of and parallel to South Prairie Avenue; a line 25.00 feet south of and parallel to East 38th Street (as measured from the south line of East 38th Street); South Prairie Avenue; East 38th Street; the north-south alley just east of and parallel to South Indiana Avenue; a line 150.00 feet north of and parallel to East 38th Street (as measured from the north line of East 38th Street); South Indiana Avenue; a line 497.00 feet north of and parallel to East Pershing Road (as measured from the north line of East Pershing Road); the north-south alley just west of and parallel to South Indiana Avenue; a line 100.00 feet north of and parallel to East Pershing Road (as measured from the north line of East Pershing Road); South Indiana Avenue; a line 90.00 feet south of and parallel to East Pershing Road (as measured from the south line of East Pershing Road); a line 98.00 feet east of and parallel to South Indiana Avenue (as measured from the east line of South Indiana Avenue); East Pershing Road

to those of a RM-5 Residential Multi-Unit District symbols and a corresponding use district is hereby established.

3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue, 3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue

SECTION 2. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM-5 Residential Multi-Unit District symbols and indications as shown on Map No. 8-E in the area bounded by:

South Prairie Avenue; a line 50.00 feet south of and parallel to East 38th Street (as measured from the south line of East 38th Street); the north-south alley just west of and parallel to South Prairie Avenue; a line 25.00 feet south of and parallel to East 38th Street (as measured from the south line of East 38th Street); South Prairie Avenue; East 38th Street; the north-south alley just east of and parallel to South Indiana Avenue; a line 150.00 feet north of and parallel to East 38th Street (as measured from the north line of East 38th Street); South Indiana Avenue; a line 506.00 feet north of and parallel to East Pershing Road (as measured from the north line of East Pershing Road); the north-south alley just west of and parallel to South Indiana Avenue; a line 109.00 feet north of and parallel to East Pershing Road (as measured from the north line of East Pershing Road); South Indiana Avenue; a line 90.00 feet south of and parallel to East Pershing Road (as measured from the south line of East Pershing Road); a line 98.00 feet east of and parallel to South Indiana Avenue (as measured from the east line of South Indiana Avenue); East Pershing Road

to those of an Institutional Planned Development which is hereby established in the area specified herein subject to such use and bulk regulations as are set forth in the Institutional Planned Development Plan of Development Statements attached hereto.

SECTION 3. This ordinance takes effect after its passage and approval.

#17746 INTRO DATE! SUNE 05, 2013

CITY OF CHICAGO

APPLICATION FOR AN AMENDMENT TO THE CHICAGO ZONING ORDINANCE

l.	ADDRESS of the property Applicant is seeking to rezone:		
	3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue, 3808-3848 South		
	Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue		
2.	Ward Number that the property is located in: 3rd		
3.	APPLICANT Apostolic Faith Church, an Illinois not-for-profit corporation		
	ADDRESS 3823 South Indiana Avenue CITY Chicago		
	STATE <u>Illinois</u> ZIP CODE <u>60653</u> PHONE <u>(773) 373-8500</u>		
	EMAIL laurie.jordan@afcchicago.org CONTACT PERSON Laurie Jordan		
4.	Is the applicant the owner of the property? YESNO		
	The Applicant is the owner of the property located at 3745-3759 South Indiana Avenue 3801-3857 South Indiana Avenue, 3808-3848 South Indiana Avenue, 3804-3810 South Prairie Avenue and 3814-3858 South Prairie Avenue, and the City of Chicago, with the following information, is the owner of the property located at 3800 South Prairie Avenue 3812 South Prairie Avenue and 201-209 East Pershing Road.		
	OWNER City of Chicago		
	ADDRESS 121 North LaSalle Street CITY Chicago		
	STATE <u>Illinois</u> ZIP CODE <u>60602</u> PHONE <u>(312) 744-6127</u>		
	EMAIL Efrain.HernandezDiaz@cityofchicago.org CONTACT PERSON Efrain Hernandez-Diaz		
5.	If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:		
	ATTORNEY Tim Hinchman, Charity & Associates, P.C.		
	ADDRESS 20 North Clark Street, Suite 1150		
	CITY Chicago STATE Illinois ZIP CODE 60602		
	PHONE (312) 564-4965 FAX (312) 849-9001 EMAIL tim.hinchman@charity-associates.com		

None	
On what date did	the owner acquire legal title to the subject property? 1917
Has the present o	owner previously rezoned this property? If yes, when?
Present Zoning I	District RM-5/B3-3 Proposed Zoning District RM-5 then to Institutional Planned Development
Lot size in square	e feet (or dimensions) 247,617 square feet
	ne Property: Religious assembly, office, accessory and non-accessory te parking and related accessory uses
	ing the subject property: <u>To allow for religious assembly, community</u> buildings, day care, school, office, related accessory uses and accessory
dwelling units; n	sposed use of the property after the rezoning. Indicate the number of umber of parking spaces; approximate square footage of any commercial of the proposed building. (BE SPECIFIC)
construction of administrative o	ad expansion of the existing religious assembly facility, consisting of the a new four thousand (4,000) seat sanctuary and three floors of ffice space and meeting rooms, community center, day care, and the essory, off-street on-site and off-site parking and related accessory uses.
Ordinance (ARecontribution if circumstances.	007, the Chicago City Counsel passed the Affordable Requirements O) that requires on-site affordable housing units or a financial residential housing projects receive a zoning change under certain Based on the lot size of the project in question and the proposed zoning this project subject to the Affordable Requirements Ordinance? (Secone information)
YES	NO X

COUNTY OF COOK	
STATE OF ILLINOIS	

Horace E. Smith, the CED, Pastor of the Apostolic Faith Church, an Illinois not-for-profit corporation, being first duly sworm on oath, states that all of the above statements and the statements contained in the documents submitted herewith are true and correct. Signature of Applicant
Subscribed and Sworn to before me this Agriculture day of Agriculture
For Office Use Only
Date of Introduction:
File Number:
Ward:

Honorable Daniel S. Solis Chairman, Committee on Zoning 121 North LaSalle Street Room 304, City Hall Chicago, Illinois 60602

The undersigned, Brandon R. Calvert, counsel to the Apostolic Faith Church, an Illinois not-for-profit corporation, being first duly sworn on oath deposes and states the following:

The undersigned certifies that he has complied with the requirements of Section 17-13-0107 of the Chicago Zoning Ordinance, by sending written notice to such property owners who appear to be the owners of the property within the subject area not solely owned by the applicant, and to the owners of all property within 250 feet in each direction of the lot line of the subject property, exclusive of public roads, streets, alleys and other public ways, or a total distance limited to 400 feet. Said "written notice" was sent by First Class U.S. Mail, no more than 30 days before filing the application.

The undersigned certifies that the notice contained the address of the property sought to be rezoned; a statement of the intended use of said property; the name and address of the applicant; the name and address of the owner; and a statement that the applicant intends to file the application for a change in zoning on approximately May 15, 2013.

The undersigned certifies that the applicant has made a bona fide effort to determine the addresses of the parties to be notified under Section 17-13-0107 of the Chicago Zoning Ordinance, and that the accompanying list of names and addresses of surrounding property owners within 250 feet of the subject site is a complete list containing the names and addresses of the people required to be served.

Brandon R. Calvert

Subscribed and Sworn to before me

this \$\int 5\th day of May, 2013

Notary Public

OFFICIAL SEAL
TIMOTHY K. HINCHMAN
Notary Public - State of Illinois
My Commission Expires Jan 24, 2015

ATTORNEYS AT LAW

May 15, 2013

Dear Property Owner:

In accordance with the requirements for an Amendment to the Chicago Zoning Ordinance, specifically Section 17-13-0107, please be informed that on May 15, 2013, the undersigned will file an application for a change in zoning from RM-5 Residential Multi-Unit District and B3-3 Community Shopping District to RM-5 Residential Multi-Unit District and then to an Institutional Planned Development on behalf of our client, the Apostolic Faith Church, an Illinois not-for-profit corporation (the "Applicant"), for the property located at 3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue, 3808-3848 South Indiana Avenue, 4201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue (the "Property").

The Applicant intends to rehabilitate and expand the existing religious assembly facility on the Property with the construction of a new four thousand (4,000) seat sanctuary and three floors of administrative office space and meeting rooms, community center, day care, and the provision of accessory, off-street on-site and off-site parking and related accessory uses.

The Applicant is located at 3823 S. Indiana Avenue, Chicago, Illinois 60653. The Applicant is the owner of a portion of the Property, and the City of Chicago, 121 N. LaSalle Street, Chicago, Illinois 60602 is the owner of a portion of the Property. The contact person for this application is Timothy K. Hinchman at Charity & Associates, P.C., 20 N. Clark Street, Suite 1150, Chicago, Illinois 60602. Our telephone number is (312) 564-4965.

Please note that the Applicant is not seeking to rezone or purchase your property. The Applicant is required by law to send this notice because you own property within 250 feet of the property to be rezoned.

ný truly yours,

Timothy K. Hir Lower Timothy K. Hinchman

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I — GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:
Apostolic Faith Church
Check ONE of the following three boxes:
Indicate whether the Disclosing Party submitting this BDS is: 1. [X] the Applicant OR.
2. [] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: OR
3. [] a legal entity with a right of control (see Section ILB.1.) State the legal name of the entity in which the Disclosing Party holds a right of control:
B. Business address of the Disclosing Party: 3823 South Indiana Avenue
Ehicago, Illinois 60653
C. Telephone: 773-373-8500 Fax: 773-373-6902 Email: susan.smith@afcchicago.org laurie.jordan@afcchicago.or D. Name of contact person: Susan D. Smith
E. Federal Employer Identification No. (if you have one):
F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable): Application for an Institutional Planned Development for 3745-3759 S. Indiana Ave., 3801-3857 S. Indiana Ave., 3808-3848 S. Indiana Ave., 201-209 E. Pershing Rd., 3800 S. Prairie Ave., and 3804-3858 S. Prairie Ave.
G. Which City agency or department is requesting this EDS?DHED
If the Matier is a contract being handled by the City's Department of Procurement Services, please complete the following:
Specification # and Contract #

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

 Indicate the nature of the Disclosing Parties Person Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Limited partnership Trust 	Ity: [] Limited liability company [] Limited liability partnership [] Joint venture [X] Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))? [X] Yes [] No [] Other (please specify)
2. For legal entities, the state (or foreign c	country) of incorporation or organization, if applicable:
Illinois	
3. For legal entities not organized in the S business in the State of Illinois as a foreign en	state of Illinois: Has the organization registered to do tity?
[] Yes	[]N/A
B. IF THE DISCLOSING PARTY IS A LEG	AL ENTITY:
NOTE: For not-for-profit corporations, also I there are no such members, write "no member the legal titleholder(s). If the entity is a general partnership, limited partnership or joint venture, list below the name	all executive officers and all directors of the entity. ist below all members, if any, which are legal entities. If rs." For trusts, estates or other similar entities, list below d partnership, limited liability company, limited liability me and title of each general partner, managing member, atrols the day-to-day management of the Disclosing Party. ubmit an EDS on its own behalf.
Name Please see "Attachment A"	Title
	·
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2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the
		Disclosing Party
None		
		•
SECTION III — I	BUSINESS RELATIONSHIPS W	ITH CITY ELECTED OFFICIALS
	ing Party had a "business relationsh ty elected official in the 12 months l	ip," as defined in Chapter 2-156 of the Municipal before the date this EDS is signed?
[] Yes	[X] No	
If yes, please identrelationship(s):	rify below the name(s) of such City	elected official(s) and describe such

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate who retained or anticipa to be retained)	ted Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
		, #1150, Chicago, IL 60602 Att	
*		orn, Ste. 800, Chicago, IL 606	
HCO Incorporate	d 3921 N. Meridia	n St., #100, Indianapolis, IN	46208 Architect Est. \$1,400,000
Brown & Momen,	Inc. 823 E. Drexe	el Sq., Chicago, IL 60615 Const	truction Manager Est. \$350,000
(Add sheets if neces	ssary)		
[] Check here if the	Disclosing Party ha	as not retained, nor expects to retain	, any such persons or entities.
SECTION V CE	RTIFICATIONS		
A. COURT-ORDE	RED CHILD SUPP	ORT COMPLIANCE	
-		-415, substantial owners of business h their child support obligations thro	
* -	-	ly owns 10% or more of the Disclosons by any Illinois court of competer	
[]Yes		o person directly or indirectly owns sclosing Party.	10% or more of the
If "Yes," has the pe is the person in com		court-approved agreement for paymereement?	ent of all support owed and
[] Yes	[] No		
B. FURTHER CER	TIFICATIONS		
consult for defined submitting this EDS certifies as follows: with, or has admitte	terms (e.g., "doing be is the Applicant an (i) neither the Apple d guilt of, or has eve	pter 1-23, Article I ("Article I")(whousiness") and legal requirements), in dis doing business with the City, the icant nor any controlling person is completed to the convicted of, or placed under the conspiracy to commit bribes.	f the Disclosing Party en the Disclosing Party urrently indicted or charged er supervision for, any

perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

- 2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.
 - 3. The certifications in subparts 3, 4 and 5 concern:
 - the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
- 4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- 5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further			
Certifi	Certifications), the Disclosing Party must explain below:		

presumed that the Disclosing Party certified to the above statements.
8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none"). None
9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient. None
C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION
1. The Disclosing Party certifies that the Disclosing Party (check one)
[] is [X] is not
a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.
2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:
"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."
If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively

· · · · · · · · · · · · · · · · · · ·	the word "None," or no response a ned that the Disclosing Party certif	appears on the lines above, it will be fied to the above statements.
D. CERTIFICATIO	N REGARDING INTEREST IN	CITY BUSINESS
Any words or terms meanings when used	~	of the Municipal Code have the same
	nancial interest in his or her own i	Sunicipal Code: Does any official or employee name or in the name of any other person or
NOTE: If you check Item D.1., proceed to	- -	to Items D.2. and D.3. If you checked "No" to
elected official or er any other person or for taxes or assessm "City Property Sale"	nployee shall have a financial inte entity in the purchase of any prope ents, or (iii) is sold by virtue of le	we bidding, or otherwise permitted, no City exest in his or her own name or in the name of erty that (i) belongs to the City, or (ii) is sold gal process at the suit of the City (collectively, en pursuant to the City's eminent domain powering of this Part D.
Does the Matter inv	olve a City Property Sale?	
[]Yes	[] No	
· · · · · · · · · · · · · · · · · · ·	ed "Yes" to Item D.1., provide the es having such interest and identif	names and business addresses of the City fy the nature of such interest:
Name	Business Address	Nature of Interest
		·

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.
X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.
2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:
·
SECTION VI CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS
NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.
A. CERTIFICATION REGARDING LOBBYING
1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):
(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)
2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any

federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew,

amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

- 3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.
- 4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATIO	ON REGARDING EQUA	AL EMPLOYMENT OPPORTUNITY
		ulations require the Applicant and all proposed mation with their bids or in writing at the outset of
Is the Disclosing Pa	uty the Applicant?	
[]Yes	[]No	
If "Yes," answer th	e three questions below:	·
	veloped and do you have ' (See 41 CFR Part 60-2. [] No	on file affirmative action programs pursuant to applicable
Contract Compliane		ng Committee, the Director of the Office of Federal I Employment Opportunity Commission all reports due
equal opportunity c	lause?	s contracts or subcontracts subject to the
[]Yes	[] No	
If you checked "No	o" to question 1. or 2. abo	ve, please provide an explanation:

SECTION VII - ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

- F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.
- F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Apostolic Faith Church	
(Print or type name of Disclosing Party)	
By: Dew Shut of ARC	
(Sign here) $\bigcup_{\mathcal{L}}$	
Horace E. Smith	
(Print or type name of person signing)	
CEO, PASTON	
(Print or type title of person signing)	
Signed and sworn to before me on (date) April 29, 2013	
DIMI	
at <u>(00)</u> (state).	,
Notary Public.	OFFICIAL SEAL LAURIE S JORDAN NOTARY PUBLIC - STATE OF ILLINOIS
Commission expires: 9/11/20/3.	MY COMMISSION EXPIRES:09/11/13
•	

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[]Yes	[x] No		
such person is connect	ed; (3) the name and title of the	e of such person, (2) the name of the legal entity to whi he elected city official or department head to whom suc e nature of such familial relationship.	
		· · · · · · · · · · · · · · · · · · ·	

Attachment A

Horace B. Smith, M.D., Pastor, Chief Executive Officer, Chairman, Board of Trustees, Sylvia Franklin, Trustee, Susan D. Smith, Trustee, Gayle L. Kates, Trustee, Alphonso Adams, Trustee, Tommie James Selvie, Trustee, James E. Spark, Trustee



DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT CITY OF CHICAGO

February 26, 2013

Ms. Patti Scudiero Zoning Administrator Department of Housing and Economic Development 121 North LaSalle Street Chicago, IL 60602

Re: Owner's Consent to Rezone

Dear Patti,

This letter serves to inform you that the City of Chicago owns the vacant parcels located at 3800 and 3812 S. Prairie Avenue and 201 E. Pershing Road (see attached Exhibit A) and authorizes Apostolic Faith Church to file an application to rezone the parcels, along with other parcels owned by the church, to Planned Development. HED is processing an application submitted by the church to purchase the land.

Sincerely,

Andrew J. Modney Commissioner

cc: Robert Wolf Aarti Kotak

EXHIBIT A

LEGAL DESCRIPTIONS AND COMMON ADDRESSES

Lot 49 in Holmes Subdivision of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

	•							
	v.							
Lot	44 in Holme	s Subdivision of	the West 1/2	of the Southwe	st 1/4 of the S	outheast 1/4 o	f the Southwe	st

Lot 44 in Holmes Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3812 S. Prairie Avenue, Chicago, Illinois 60653 PIN:

Common Address: 3800 S. Prairie Avenue, Chicago, Illinois 60653

Lots 6 and 7 in Springer's Subdivision of the North 1/2 of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 201 E. Pershing Road, Chicago, Illinois 60653 PIN:



DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT CITY OF CHICAGO

October 4, 2012

Mr. Gabe Klein Commissioner Chicago Department of Transportation 30 N. LaSalle Street Chicago, IL 60602

Re: Owner's Consent to Apply for Alley Vacation

Dear Commissioner Klein:

This letter serves to inform you that the City of Chicago owns the vacant parcels located at 3800 and 3812 S. Prairie Avenue (see attached Exhibit A) and authorizes Apostolic Faith Church to file an application to vacate the adjacent alley, which also borders land owned by the church. HED is processing an application submitted by the church to purchase the land.

Sincerely.

Andrew J. Mooney Commissioner

cc: Robert Wolf

EXHIBIT A

LEGAL DESCRIPTIONS AND COMMON ADDRESSES

Lot 49 in Holmes Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3800 S. Prairi	e Avenue, Chicago, Illinois 60653
	the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest North, Range 14, East of the Third Principal Meridian, in Cook County
Common Address: 3812 S. Prairie PIN:	e Avenue, Chicago, Illinois 60653



PAT DOWELL

ALDERMAN, 3RD WARD 3RD WARD SERVICE CENTER 5046 SOUTH STATE STREET CHICAGO, ILLINOIS 60609 TELEPHONE: (773) 373-9273 FAX: (773) 373-6852

E-MAIL: WARDO3@CITYOFCHICAGO.ORG

March 6, 2012

Commissioner Andrew Mooney City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, 10th Floor Chicago, Illinois 60602

Dear Commissioner Mooney:

CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL-ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: 312-744-8734

COMMITTEE MEMBERSHIPS

HOUSING AND REAL ESTATE (VICE-CHAIRMAN)

AVIATION

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND ENVIRONMENTAL PROTECTION

TRANSPORTATION AND PUBLIC WAY

Please be advised that I have reviewed the proposal of the Apostolic Faith Church (the "Church") to rehabilitate and expand the existing religious assembly facility at 3823 South Indiana Avenue (the "Existing Sanctuary"). The rehabilitation and expansion project (the "Project") consists of the construction of a new four thousand (4,000) seat sanctuary and three floors of administrative office space and meeting rooms adjacent to the Existing Sanctuary, and the provision of accessory, off-street parking within the block (the "Block") bounded by S. Prairie Avenue to the east, S. Indiana Avenue to the west, E. 38th Street to the north and E. Pershing Road to the south. The Existing Sanctuary will be converted into a banquet facility. The Church will also utilize 3810-3846 South Indiana Avenue, which is just west of the Block, and 3745-3759 South Indiana Avenue, which is just north of the Block, for accessory, off-street parking.

It is my understanding that the land underlying the Project is zoned RM-5 Residential Multi-Unit District and B3-3 Community Shopping District, and that the Zoning Ordinance Administration Division of the City's Department of Housing and Economic Development ("DHED") has recommended that the land underlying the Project be rezoned as a planned development so that the Project will comply with the City Zoning Ordinance. The Church, with the consent of DHED, proposes to apply for the zoning amendment.

Please be advised that I support the Project of the Church. I also support the Church's application for a zoning map amendment to amend the zoning classification of the land underlying the Project from RM-5 and B3-3 to that of a planned development.

Sincerely,

Pat Dowell

Alderman, 3rd Ward

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is made and entered into as of the First (1st) day of September, 2012 the Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate ("Licensor") and Apostolic Faith Church, an Illinois non-profit organization ("Licensee").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

- 1. <u>Grant of License</u>. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the parking lot consisting of approximately 92 parking spaces, including 5 handicap parking spaces ("the Premises"), located at Wendell Phillips Academy High School ("the School") located at 244 E. Pershing Road, Chicago, Illinois 60653 or the <u>sole</u> purpose of parking during church services ("the Use"), and <u>only</u> during the time periods expressed herein.
- 2. <u>Limitation on License</u>. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:
 - A. Licensee shall have the right to utilize the Premises only on the following days and times: Sundays, 6:00 a.m. to 9:00 p.m; any additional use of the Premises by the Licensee is subject to the approval by the School's principal;
 - B. Ingress and egress from the parking lot is from South Giles Avenue;
 - C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than twenty-four (24) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.
- 3. <u>Term of License</u>. The term of this Agreement shall be from September 1, 2012 to August 31, 2017 ("the Term"). Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party.
- 4. <u>License Fee.</u> The license fee shall be waived in consideration for the School having the right to use, throughout the term of this agreement, Licensee's parking lot, located at 3823 South Indian Avenue, Chicago, Illinois 60653, on weekdays from 7:00 am until 4:00 p.m.; any additional use is subject to approval by Licensee.

- 5. <u>Costs and Expenses</u>. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, and insurance premiums. To the extent Licensor is obligated to pay any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within 5 business days after receipt of written notice from Licensor regarding the same.
- 6. <u>Compliance with Laws</u>. Licensee shall, at all times during the Term, and any renewal thereof, comply (and shall cause its invitees, employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's Use. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

7. Maintenance.

- A. Licensee shall be responsible for normal maintenance of the Premises during the Use.
- B. Licensee shall repair any damage to the Premises caused by Licensee, or by its members, invitees, employees or agents.
- C. Licensee shall, at all times during the Use, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash.
- D. Licensee shall be responsible for all snow removal during the time periods which Licensee is permitted to utilize the Premises. If Licensee fails to so remove snow or requests Licensor to so remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.
- 8. <u>Alterations and Modifications</u>. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement.
- 9. <u>Indemnification</u>. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the possession, occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.
- 10: <u>Waiver of Claims</u>. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

- II. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the following insurance coverages: Comprehensive General Liability Insurance with limits not less than \$1,000,000 in a combined single limit for both injury and property damage. This insurance shall also provide that there will be no cancellation unless the Board receives fifteen (15) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensor and Licensee. All such insurance shall be in form and substance satisfactory to Licensor, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to Licensor and to: Real Estate Department, Board of Education of the City of Chicago, Suite 1700,125 South Clark Street, Chicago, Illinois 60603. Each policy of insurance required hereunder shall name as additional insureds, by specific endorsement, Licensor and any other parties which may be designated in writing by Licensor. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensor and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor or such other additional insureds.
- 12. <u>Condition of Premises</u>. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.
- 13. <u>Return of Premises</u>. Upon the termination of this Agreement, Licensee shall immediately vacate and surrender the Premises; returning the same to Licensor in the condition required by Section 7 above.
- 14. <u>Default</u>. If Licensee fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement.
- 15. [Intentionally omitted].
- Assignment and Successors & Assigns.
 - A. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this Agreement.
 - B. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this Agreement shall likewise be binding upon the successors and permitted assigns of Licensee, it shall not inure to the benefit of Licensee's successors or unpermitted assigns.
- 17. <u>Notices</u>. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate):

If to Licensor:

Board of Education of the City of Chicago

Department of Operations

125 South Clark Street, 17th Floor

Chicago, Illinois 60603

Attn: Director of Facilities Operations

with a copy to:

Board of Education of the City of Chicago

Law Department

125 South Clark Street, 7th Floor

Chicago, Illinois 60603 Attn: General Counsel

If to Licensee:

Apostolic Faith Church 3823 S. Indiana Avenue Chicago, Illinois, 60653 Attn: Susan Smith Phone: 773.373.8500

Email: Susan.Smith@afs.chicago.org

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

18. <u>105 ILCS 5/34 Provisions</u>.

- A. This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.
- B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- 19. <u>Board of Education Indebtedness Policy</u>. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.
- 20. <u>Board of Education Ethics Code</u>. The Board of Education Ethics Code (04-0623-PO4), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.
- 21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
- 22. <u>Entire Agreement</u>. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

- 23. <u>Severability</u>. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- 24. <u>Exhibits</u>. Any exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
- 25. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:

LICENSEE:

BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: Name:

Liza Balistren

Title:

Director of Real Estate

APOSTOLIC FAITH CHURCH

By: Name:

Horace E. Smith

Title:

Pastor, CEO

Board Rule: 7-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MILIDDAYYYY)

09/13/2012 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(see) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCE Catherine E Rica (AC No. Ext. 1-100-554-2642 Option 1 AG. Not: 855-284-2329 Church Muhral kerenanea Company powers crice@churchmulust.com 3000 Schuster Lane Marrill W/ 54452 HISUNERISI APPORTING COVERAGE NAIC # INSURERA: Church Mulual Insurance Company 18767 MAUREO HEURIA B. APOSTOLIC FAITH CHURCH INSUREM C : HEURERD: 3823 S INDIANA AVE MEURER E CHICAGO 60653-1712 Maliant F : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERSON INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. TYPE OF INSURANCE POLICY HUNDER CENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000 PREMISES (EN COCUMENCO) COMMERCIAL GENERAL LIABILITY Y CLAME MADE X OCCUR MED EXP (Any one person) \$ 10,000 0034307-02-280809 11/14/2010 | 11/14/2013 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 GENLAGGREGATE LIMIT APPLIES PERL PRODUCTS - COMPIOF AGG \$ 1,000,000 X POLICY PRO-OWEINED SAIGLE LIMIT AUTOMOBILE LIAMING BODILY INJURY (Per per ANY AUTO SCHEDULED ALTOS NON-OWNED ALTOS ALL OWNED RODLY INJUSTY (Par socidary) PROPERTY DAMAGE HIRED AUTOR IMPRESTA LIAN OCCUR EACH OCCURRENCE STORES HAN CLAIMS MADE AGGREGATE RETENTION S DED WORKERS COMPENSATION TORY CATE AND EMPLOYERS LIABILITY ANY PROPRETOR/PARTNERA OFFICEMENSER EXCLUDED! MEXECUTIVE EL EACH ACCIDENT M / A EL DISEASE - EA EMPLOYE indatory in Mili ee, deeribe under INCRETION OF OPERATIONS befo EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLISE (Atlanti ACORD SPL, Additional Homerics Selvades, France space in require Evidence of liability incurance for the use of parking lot located at located at Wendell Philips Academy High School, 244 E. Porshing Road, Chicago, IL 60653 beginning September 1, 2012 throughout the policy period on Mondays through Fridays from 7:00 PM through 10:00 PM and Sundays from 8:00 AM through 9:00 PM. 02-511. CANCELLATION CERTIFICATE HOLDER Wendall Phillips Academy High School SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 244 E. Pershing Road Chicago, IL 60653

9 1988)2010 ACORD CORPORATION, All rights reserved.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("this Agreement") is made and entered into as of the First (1st) day of September, 2012 ("the Effective Date"), between the Board of Education of the City of Chicago, a body politic and corporate ("Licensor") and Apostolic Faith Church, an Illinois non-profit organization ("Licensee").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

- 1. <u>Grant of License</u>. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the parking lot consisting of approximately 74 parking spaces including no less than 4handicap parking spaces ("the Premises"), located at Williams J. and Charles H. Mayo Elementary ("the School") located at 249 East 37th Street, Chicago, Illinois 60653 for the sole purpose of parking during church service ("the Use"), and only during the time periods expressed herein.
- 2. <u>Limitation on License</u>. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:
 - A. Licensee shall have the right to utilize the Premises only on the following days and times: Mondays through Fridays, 7:00 p.m. to 10:00 p.m. and Sundays, 6:00 a.m. to 9:00 p.m; any additional use of the Premises by the Licensee is subject to approval by the School's principal.
 - B. Ingress and egress from the parking lot is from East 37th Street;
 - C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than twenty-four (24) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.
- 3. <u>Term of License</u>. The term of this Agreement shall be from September 1, 2012 to August 31, 2017 ("the Term"). Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, by providing 30 days prior written notice to the other party.
- 4. <u>License Fee.</u> The license fee shall be waived in consideration for the School having the right to use, throughout the term of this agreement, Licensee's parking lot, located at 3823 South Indian Avenue, Chicago, Illinois 60653, Mondays through Fridays, from 7:00 am until 4:00; any additional use is subject to approval by Licensee.

- 5. <u>Costs and Expenses</u>. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, and insurance premiums. To the extent Licensor is obligated to pay any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within 5 business days after receipt of written notice from Licensor regarding the same.
- 6. <u>Compliance with Laws</u>. Licensee shall, at all times during the Term, and any renewal thereof, comply (and shall cause its invitees, employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's Use. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.

7. Maintenance.

- A. Licensee shall be responsible for normal maintenance of the Premises during the Use.
- B. Licensee shall repair any damage to the Premises caused by Licensee, or by its members, invitees, employees or agents.
- C. Licensee shall, at all times during the Use, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash.
- D. Licensee shall be responsible for all snow removal during the time periods which Licensee is permitted to utilize the Premises. If Licensee fails to so remove snow or requests Licensor to so remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.
- 8. <u>Alterations and Modifications</u>. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement.
- 9. <u>Indemnification</u>. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the possession, occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.
- 10. <u>Waiver of Claims</u>. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and waives all claims for damages to person or property sustained by Licensee, regardless of the cause thereof.

- 11. Insurance. Licensee shall, at its sole cost and expense, maintain for the duration of this Agreement the following insurance coverages: Comprehensive General Liability Insurance with limits not less than \$1,000,000 in a combined single limit for both injury and property damage. This insurance shall also provide that there will be no cancellation unless the Board receives fifteen (15) days prior written notice. All liability insurance policies must cover the negligent acts or omissions to act of Licensor and Licensee. All such insurance shall be in form and substance satisfactory to Licensor, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to Licensor, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to Licensor and to: Real Estate Department, Board of Education of the City of Chicago, Suite 1700,125 South Clark Street, Chicago, Illinois 60603. Each policy of insurance required hereunder shall name as additional insureds, by specific endorsement, Licensor and any other parties which may be designated in writing by Licensor. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of Licensor and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against Licensor or such other additional insureds.
- 12. <u>Condition of Premises</u>. No agreements or representations have been made to Licensee regarding the condition of the Premises, its suitability for the stated Use, or whether it is zoned properly for Licensee's intended Use. By executing this Agreement, Licensee conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair.
- 13. <u>Return of Premises</u>. Upon the termination of this Agreement, Licensee shall immediately vacate and surrender the Premises; returning the same to Licensor in the condition required by Section 7 above.
- 14. <u>Default</u>. If Licensee fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, Licensor may, after five (5) days' prior written notice to Licensee and without prejudice to any other right or remedy Licensor may have at law and/or in equity, terminate this Agreement.
- 15. [Intentionally omitted].
- 16. Assignment and Successors & Assigns.
 - A. The interest of Licensee under this Agreement is personal to Licensee and may not be assigned or transferred to any other individual or entity without Licensor's prior written consent. Licensor shall have the right at any time to transfer or assign its interest under this Agreement.
 - B. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Licensor. While this Agreement shall likewise be binding upon the successors and permitted assigns of Licensee, it shall not inure to the benefit of Licensee's successors or unpermitted assigns.
- 17. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate):

If to Licensor:

Board of Education of the City of Chicago

Department of Operations

125 South Clark Street, 17th Floor

Chicago, Illinois 60603

Attn: Director of Facilities Operations

with a copy to:

Board of Education of the City of Chicago

Law Department

125 South Clark Street, 7th Floor

Chicago, Illinois 60603 Attn: General Counsel

If to Licensee:

Apostolic Faith Church 3823 S. Indiana Avenue Chicago, Illinois, 60653 Attn: Susan Smith Phone: 773.373.8500

Email: Susan.Smith@afs.chicago.org

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

18. 105 ILCS 5/34 Provisions.

- A. This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.
- B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
- 19. <u>Board of Education Indebtedness Policy</u>. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.
- 20. <u>Board of Education Ethics Code</u>. The Board of Education Ethics Code (04-0623-PO4), adopted May 25, 2011, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.
- 21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
- 22. <u>Entire Agreement</u>. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

- 23. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
- 24. <u>Exhibits</u>. Any exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
- 25. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:

LICENSEE:

BOARD OF EDUCATION

OF THE CITY OF CHICAGO

By:

Name: Title: Liza Balisheri

Director of Real Estate

APOSTOLIC FAITH CHURCH

By:

Name: Horace E. Smith

Title:

Pastor, CEO

Board Rule: 7-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MEMBORYYYY)

09/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDATIONAL INSURED, the policyflet) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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CHICAGO IL 60883-1712				HEREREF;						
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CERTIFICATE HOLDER				CANC	ELLATION				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Williams J. and Charles H. Mayo Bener 249 East 27th Street Chicago, IL 60663	tery			SHOA THAT ACC	JED ANY OF T EXPIRATION ORDANCE YOU	DATE THE	ESCRIBED POLICE PROVISIONS.	HES EN CANCE WILL BE	ELLED BEFORE DELIVERED IN	
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Reduced Scope:

The following is a preliminary itemization of soft and hard costs which will be part of the overall project budget.

	ITEM	PROBABLE COST OPTION 2	COMMENTS	
1)	Sanctuary	\$16,500,000	INCLUDES 2	
	 a) Additional administrative space (approx. 7,200 sq.ft.) @ \$220 per sq.ft. 		FLOORS AT ADMII	
	b) Additional 800 sq. ft. storage @ \$175 per sq. ft.	\$140,000 (alternate B)	BUILDING	
2)	Parking lots	\$2,000,000		
3)	Existing building rehab	\$1,350,000		
4)	Furniture & equipment			
	a) Furnishings	\$200,000		
	b) Audio / Visual	\$1,250,000		
	c) Kitchen equipment	\$200,000		
	d) Production equipment			
	e) Computer/Technology/Telephone /Data	\$100,000		
	f) Signage	\$35,000		
	g) Landscaping / Sprinkler	\$115,000		
5)	Architect / Engineering Fees	\$1,400,000		
6)	Owner's Representative fees	\$350,000		
7)	Consultant Fees			
	a) Interior designer			
	b) Expeditor	\$25,000		
	c) Audio / Visual consultant	\$120,000		
	d) Kitchen consultant	-		
	e) Material testing consultant	\$75,000		
	f) Environmental consultant	\$150,000		
	g) Miscellaneous consultants	\$100,000		
	h)			
8)	Insurance (Builder's Risk)	\$75,000		
9)	Owner's and construction contingency	\$1,400,000		
10)	Utility & tap fees	\$100,000		
11)	Permit fees	\$125,000		
12)	Move-in costs	\$40,000		
13)	Building Engineer (6 months) Training	\$40,000		
14)	Bank Fees/Costs			
	TOTAL	\$25,965,000		

12/05/12

City of Chicago Department of Housing & Economic Development

Workforce Solutions

Jobs Notification

The Workforce Solutions Unit tracks job creation for the Department of Housing & Economic Development in addition, we serve as a liaison to businesses to connect them to local resources that may be available including training grants and recruitment assistance. We would like an opportunity to talk directly to the tenants/employers in this Planned Development. Please fill out the following information as completely as possible and if you have questions you can contact the staff listed below.

Developer Name: Brown & Momen, Inc	City/State/Zip: Chicago, IL 60653
Telephone: (773) 493-3743	Job Creation Total: 35 jobs retained & 150-200 tem
Email: EBrown@brownmom	Estimated nen.com
	A PARAMAN PARA
lease provide a brief description of t enant mix	he planned project and the expected types of job creation and
de la Calendra de la Calendra de la Calendra	나는 10%을 위한 10 학교의 설계와 20% 12분 - 12분 의 전투 12분 12분 등 12분명을 하고 12분명을 수 12분명을 수 12분명을 기록했다. 12분 2012 12분 2012 12분 -
Rehabilitation of existing religious assem	ably facility and construction of new 4,000 seat sanctuary and three floor
	eting rooms and accessory, off-street parking. 35 jobs retained and 150
	200 temporary construction jobs created. No tenant
lease provide Human Resources co heet	intact information for tenants and if needed, include an additiona
1. Tenant: Email:	Contact Name: Telephone:
Cilidit.	estation de la company de la c
2. Tenant:	Contact Name:
Email:	Telephone:
lara reportedada alabaren eta larek alempara barra barra barriza beritarriara barriza beritarrea.	Contact Name:
3. Tenant:	아무슨 이 사람들에 가장 하는 사람들은 그렇게 보고 있다면 보면 보다 보다.
3: Tenant: Email:	Telephone:
BARKET (#1059 of the file of Children and Allenders and Children and C	Contact Name:
Email:	
Email: 4. Tenant:	Contact Name:
Email: 4. Tenant: Email:	Contact Name:

Phone: 312-744-0140

Email: camille.loggins@cityofchicago.org

Phone: 312-744-8565

Email: emily.bradley@cityofchicago.org



MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES CITY OF CHICAGO

MEMORANDUM

To:

Heather Gleason

Assistant Commissioner

Department of Housing and Economic Development

From:

Christopher

Architect IV

Accessibility Compliance Unit

Date:

March 29, 2013

Re:

Apostolic Faith Church - HCO #89-1110

3823 S. Indiana Ave.

MOPD has reviewed and given a preliminary approval of the above-mentioned project on March 13, 2013 with the understanding it will fully comply with all the accessibility requirements of the Chicago Building Code Chapter 18-11 and the ICC/ANSI A117.1-2003.

Cc: David Sims, HCO Inc.

INSTITUTIONAL PLANNED DEVELOPMENT NO.

PLAN OF DEVELOPMENT STATEMENTS

- 1. The area delineated herein as Institutional Planned Development Number ______, ("Planned Development") consists of approximately 247,617 square feet of property which is depicted on the attached Planned Development Property Line Map and Right of Way Adjustment Map ("Property") and is owned or controlled by the Applicant, Apostolic Faith Church, an Illinois not-for-profit corporation.
- 2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
- 3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assign or grantees. Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans. Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Housing and Economic Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation. All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

APPLICANT: Apostolic Faith Church, an Illinois not-for-profit-corporation

ADDRESS: 3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue,

3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

all in Chicago, Illinois 60653

- 4. This Plan of Development consists of these Sixteen (16) Statements; a Bulk Use and Regulations Table; a Sustainable Features List; an Existing Zoning and Street Map; an Existing Land Use Area Map; an Aerial Map; a Property Line Map and Right of Way Adjustment Map; a Generalized Land Use Plan; a Site Plan; a Landscape Table, Landscape Plans and Fence Details; a Green Roof Plan; Exterior Elevations (South, West, North and East); Streetscape Elevations; Ground Level Floor Plan; Second Level Floor Plan; Third Level Floor Plan; an Overall Parking Plan and Chicago Builds Green form prepared by HCO Incorporated and dated (date of Plan Commission presentation), submitted herein. Fullsized copies of the Site Plan, Landscape Plans and Exterior Elevations are on file with the Department of Housing and Economic Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development Ordinance shall control.
- 5. The following uses are permitted in the area delineated herein as an Institutional Planned Development: Religious Assembly, Community Centers, Recreation Buildings, Day Care, School, Office, Related Accessory Uses, and Accessory Parking.
- 6. On-Premise signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Housing and Economic Development. Off-Premise signs are prohibited within the boundary of the Planned Development.
- 7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
- 8. The maximum permitted Floor Area Ratio ("FAR") for the site shall be in accordance with the attached Bulk Use and Regulation Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a Net Site Area of 247,617 square feet.
- 9. Upon review and determination, "Part II Review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II Review Fee shall be assessed by the Department of Housing and Economic Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

APPLICANT: Apostolic Faith Church, an Illinois not-for-profit-corporation

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3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

all in Chicago, Illinois 60653

- 10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Housing and Economic Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
- 11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that Code.
- 12. The terms and conditions of development under this the Planned Development ordinance may be modified administratively, pursuant to section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors.
- 13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
- 14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. At the time of a hearing before the Chicago Plan Commission, all developments must be in substantial compliance with the current City of Chicago Sustainable Development Policy set forth by the Housing and Economic Development. The aspects of the Planned Development that bring it into compliance with the Sustainable Development Policy shall be in accordance with the attached Sustainable Features List.
- 15. A portion of the vehicular parking for the Planned Development will be located at the Property and a portion of the vehicular parking for the Planned Development will be shared parking located off-site at Williams J. and Charles H. Mayo Elementary School 249 East 37th Street, Chicago, Illinois 60653 and Wendell Phillips Academy High School, 244 East Pershing Road, Chicago, Illinois 60653, pursuant to five (5) year License Agreements in accordance with the attached Overall Parking Plan.

APPLICANT: Apostolic Faith Church, an Illinois not-for-profit-corporation

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3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

all in Chicago, Illinois 60653

16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Housing and Economic Development shall initiate a Zoning Map Amendment to rezone the Property to the RM-5 Residential Multi-Unit District.

APPLICANT: Apostolic Faith Church, an Illinois not-for-profit-corporation

ADDRESS: 3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue,

3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

all in Chicago, Illinois 60653

INSTITUTIONAL PLANNED DEVELOPMENT NO.

BULK USE AND REGULATION TABLE

Gross Site Area:

348,147 square feet

Less Area in public way:

109,293 square feet

Less Area to be dedicated to public way:

1,983 square feet

Plus, Area of public way to be vacated:

10,746 square feet

Equals, Net Site Area:

247,617 square feet

Floor Area Ratio:

F.A.R. of 0.31

Maximum Number of Dwelling Units:

0 units

Maximum Site Coverage:

In accordance with Site Plan.

Minimum Number of Accessory Off-Street

Parking Spaces:

On-Site = 260 spaces

Shared = 166 spaces

Total = 426 spaces

Bicycle Rack Parking:

50 spaces

Minimum Number of

Off-Street Loading Berths:

1 berth

Minimum Building Setbacks:

In accordance with Site Plan.

Maximum Building Height:

In accordance with Building Elevations.

Minimum Open Space:

59,182 square feet

Allowable Uses:

All uses as set forth in Statement No. 5; and accessory and related uses.

APPLICANT:

Apostolic Faith Church, an Illinois not-for-profit-corporation

ADDRESS:

3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue,

3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

all in Chicago, Illinois 60653

DATE:

May 15, 2013

INSTITUTIONAL PLANNED DEVELOPMENT NO.

SUSTAINABLE FEATURES LIST

25% Green Roof

Storm Water Quantity Control

Storm Water Quality Control

High Albedo Pavement

High Albedo Roofing

Regional Materials

Recycled Content of Materials

Low Emitting Materials

Ultra-low flow fixtures

Native Landscaping

Recycling Program

APPLICANT:

Apostolic Faith Church, an Illinois not-for-profit-corporation

ADDRESS:

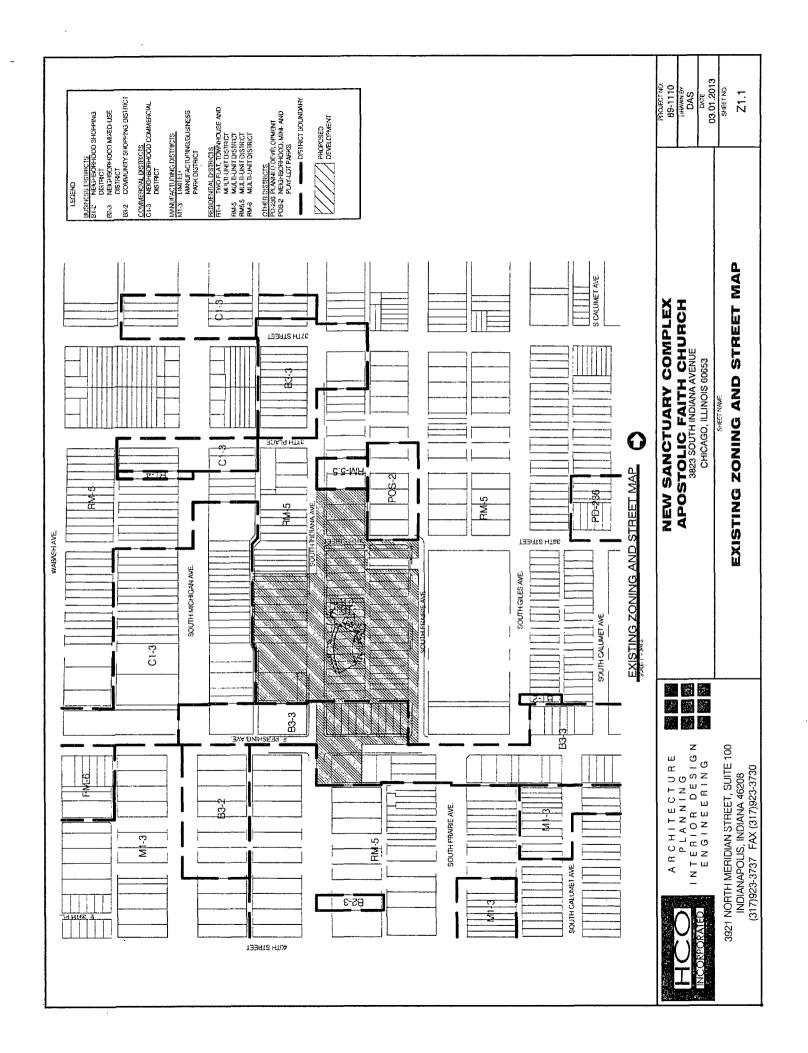
3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue,

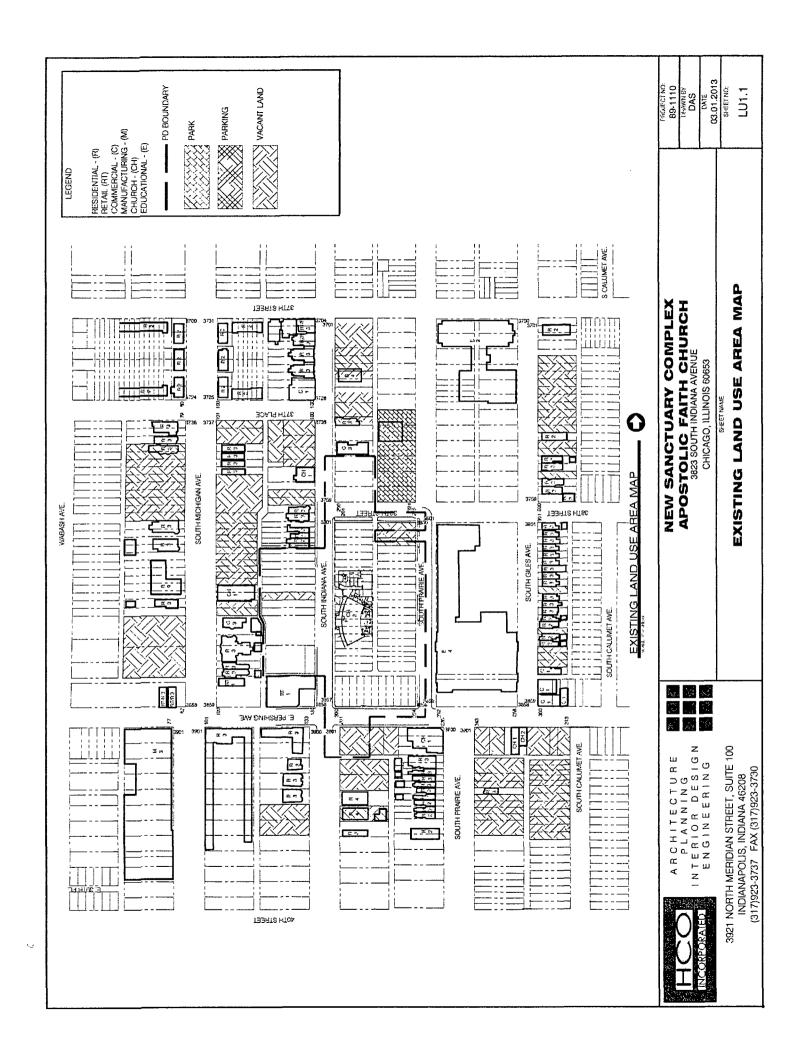
3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue,

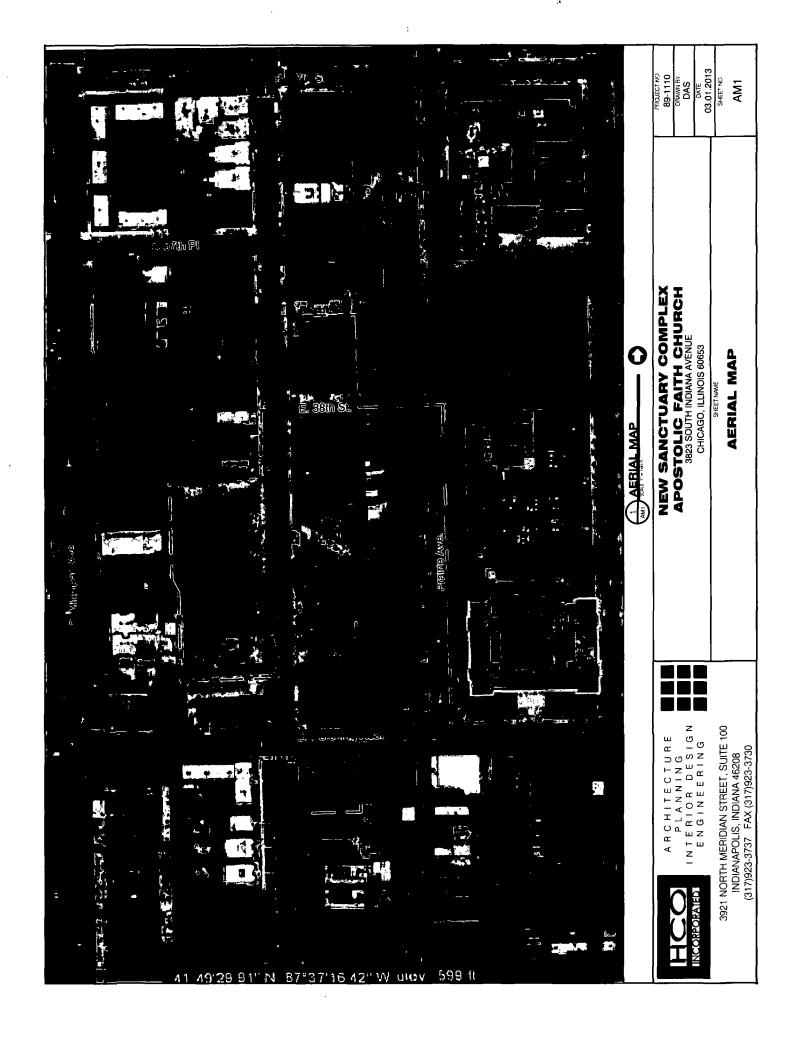
all in Chicago, Illinois 60653

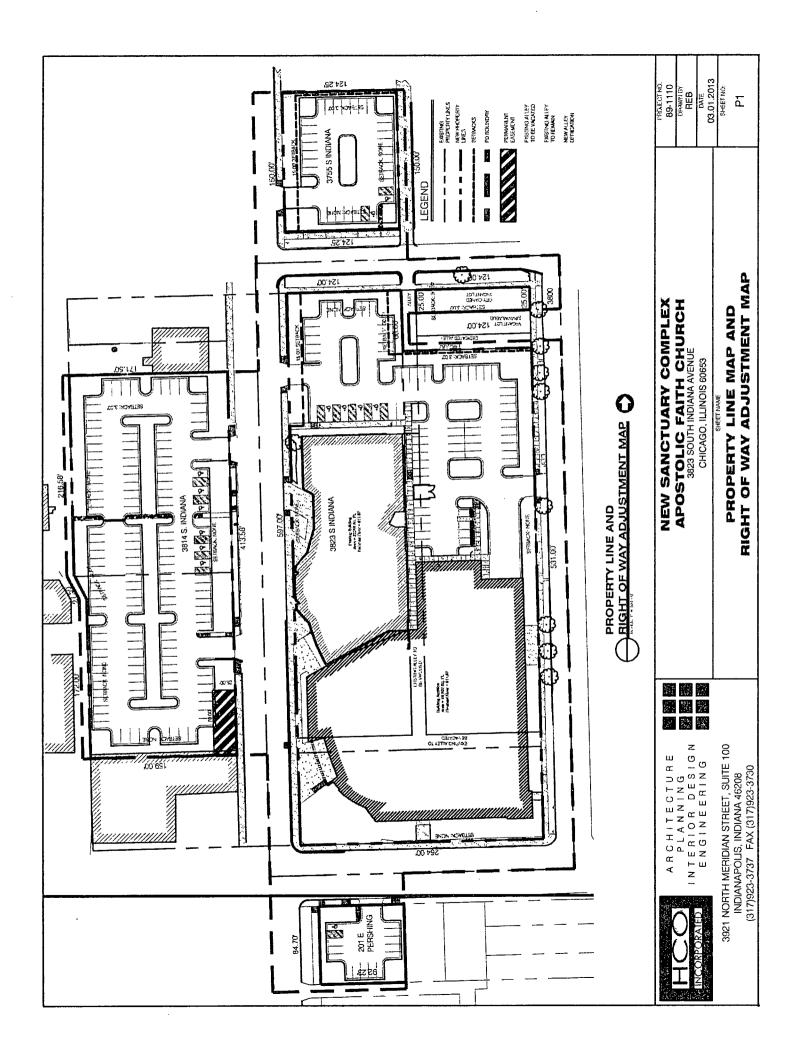
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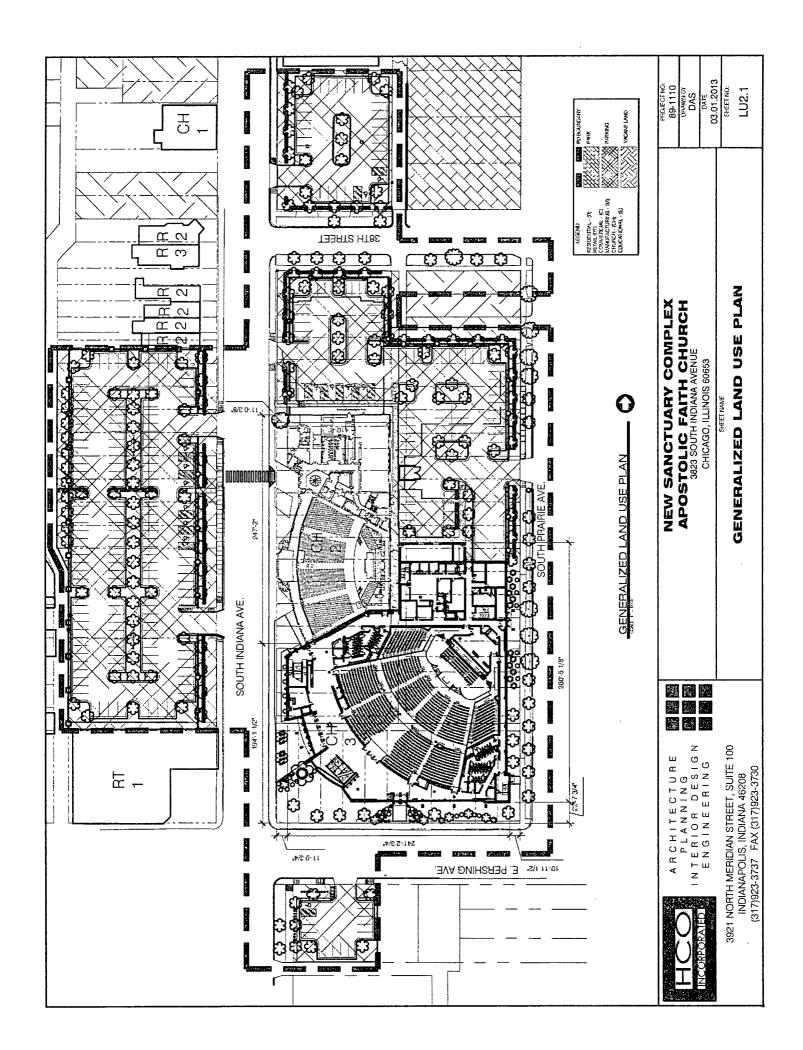
May 15, 2013

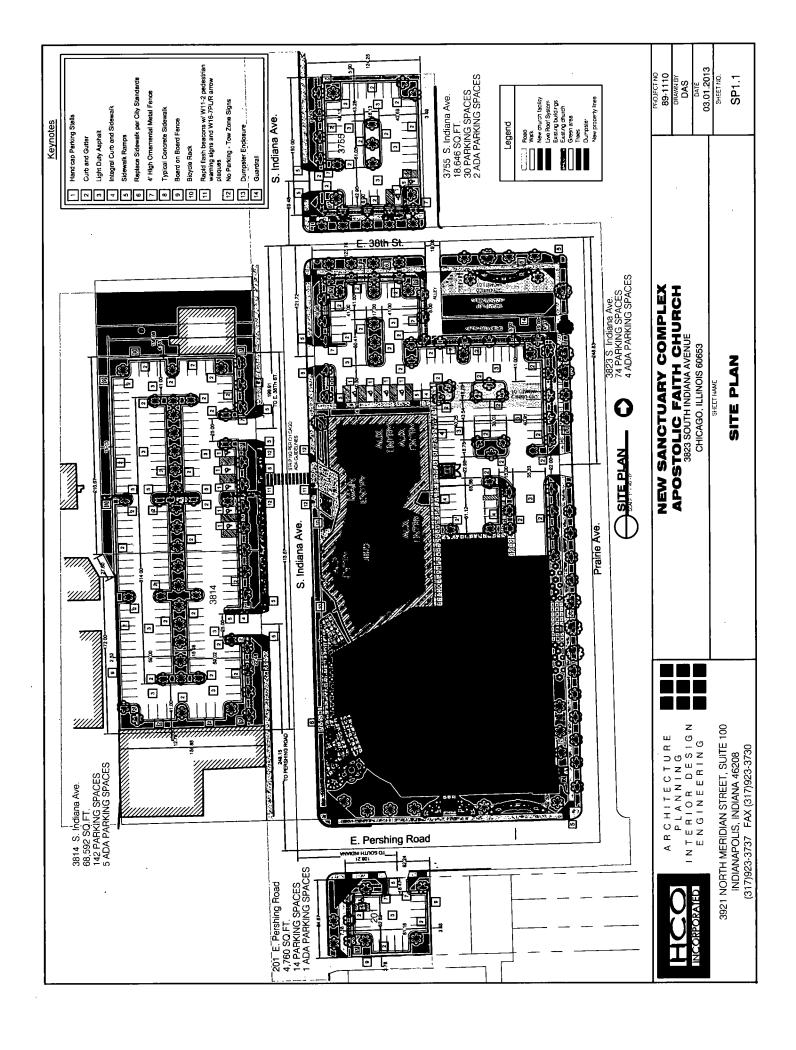


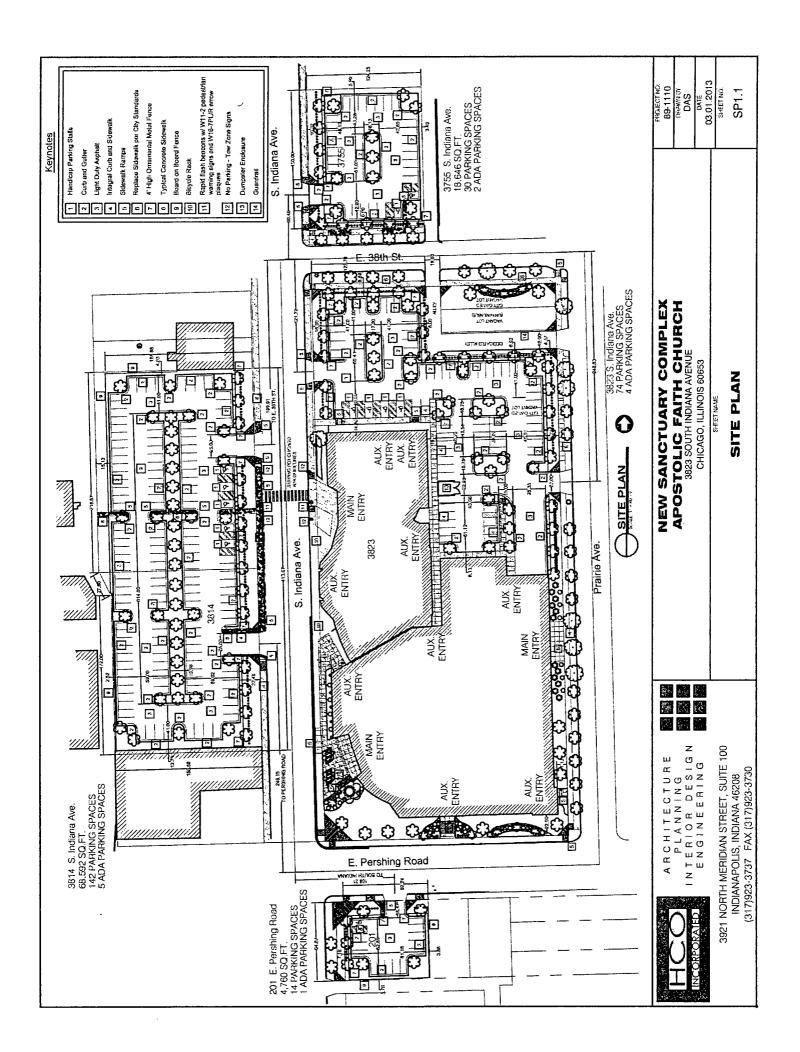














ARCHITECTURE
PLANNING
INTERIOR DESIGN
ENGINEERING

3921 NORTH MERIDIAN STREET, SUITE 100 INDIANAPOLIS, INDIANA 46208 (317)923-3737 FAX (317)923-3730

NEW SANCTUARY COMPLEX APOSTOLIC FAITH CHURCH 3823 SOUTH INDIANA AVENUE CHICAGO, ILLINOIS 60653

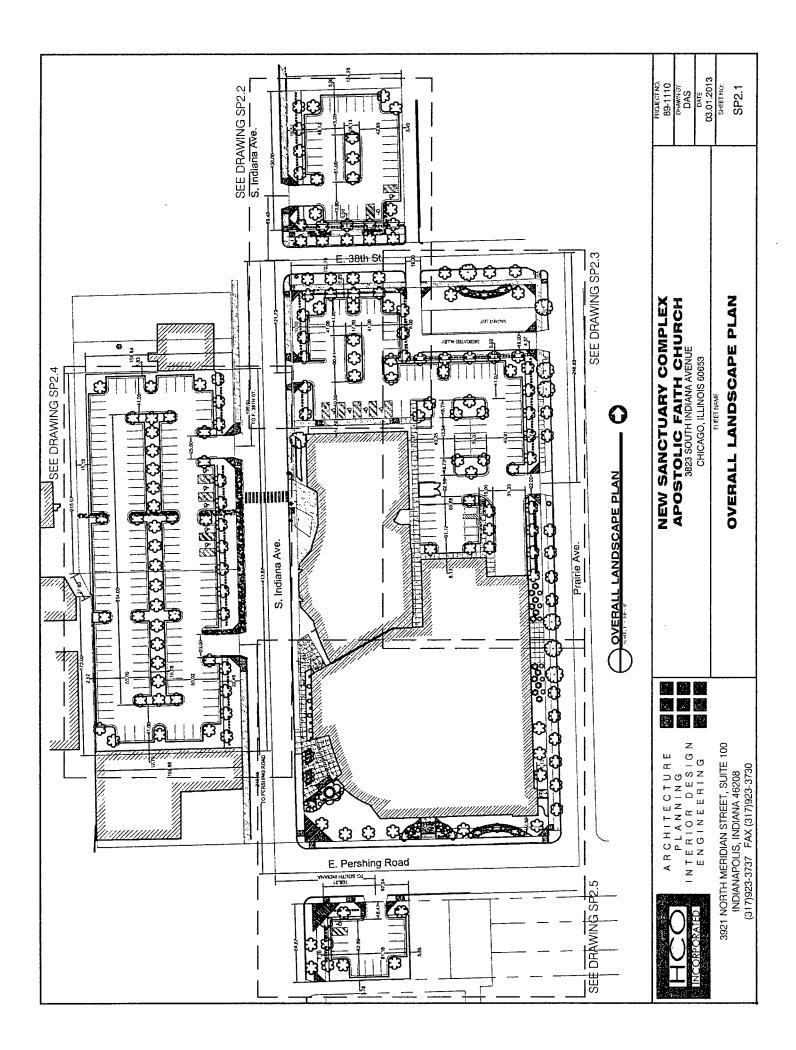
PROJECTNO: 89-1110
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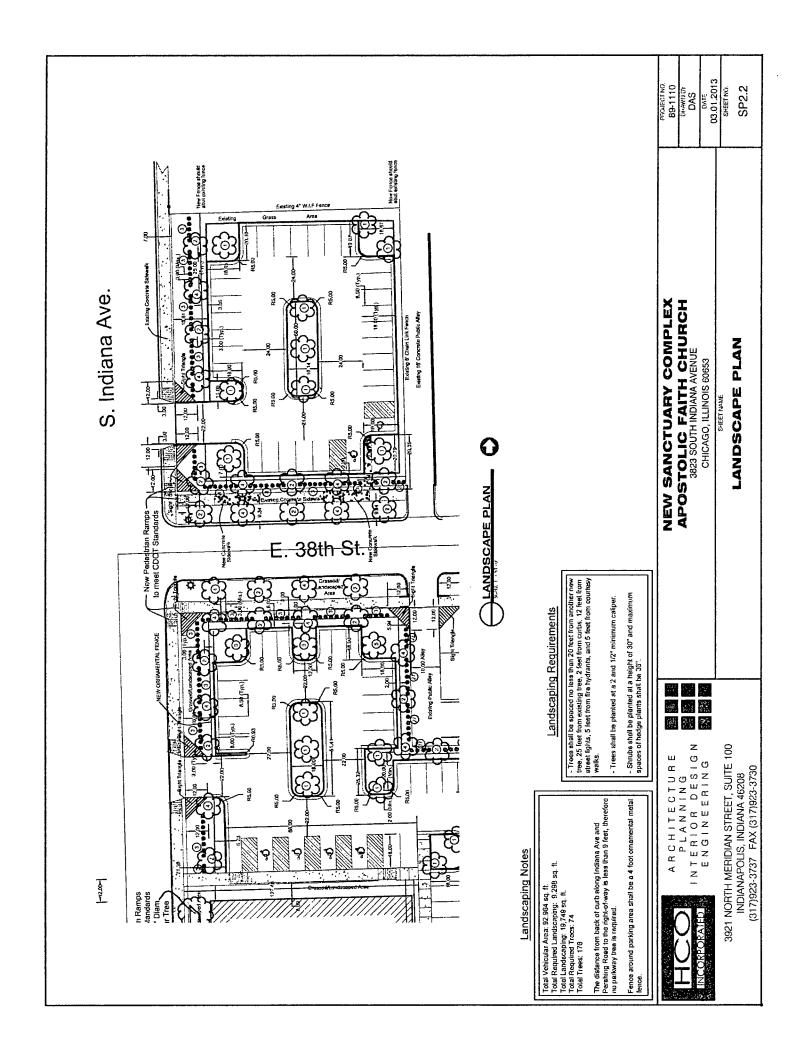
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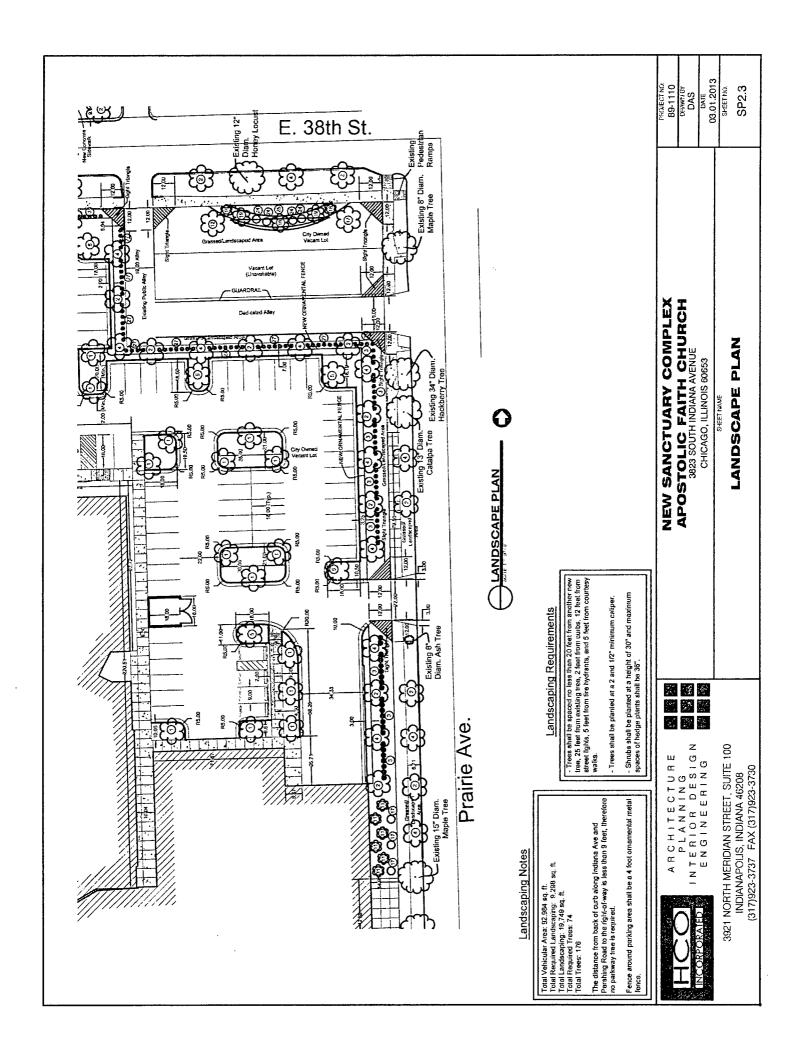
LANDSCAPE TABLE

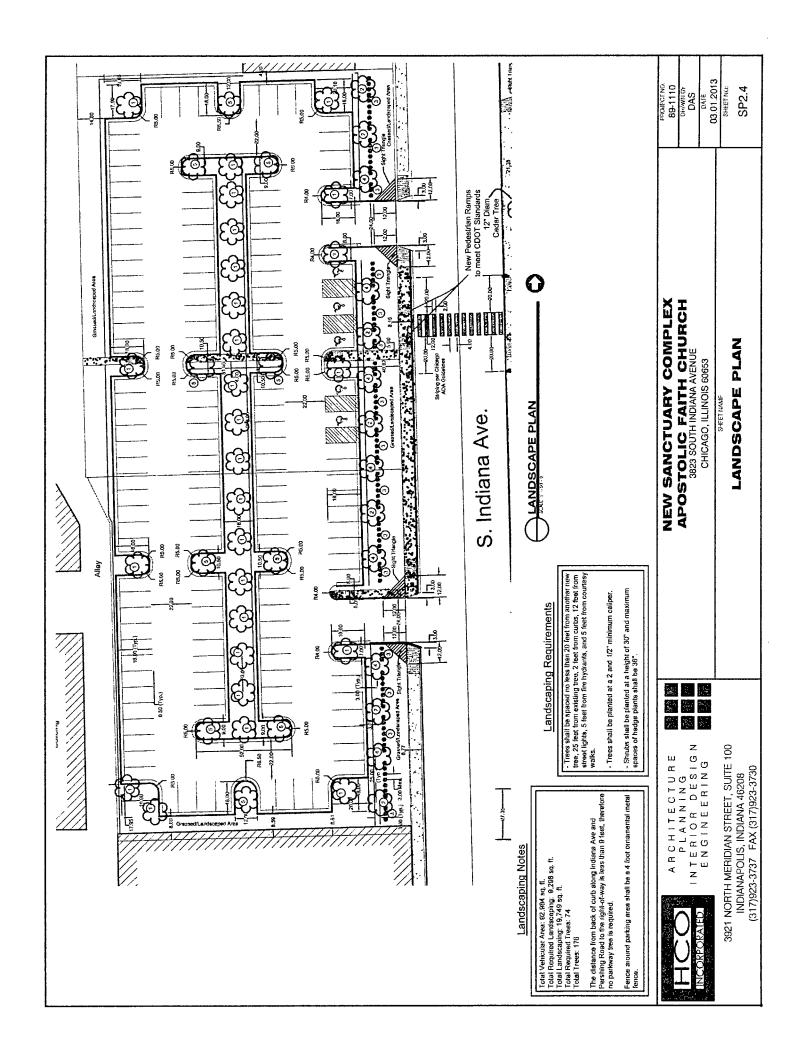
Landscaping Table

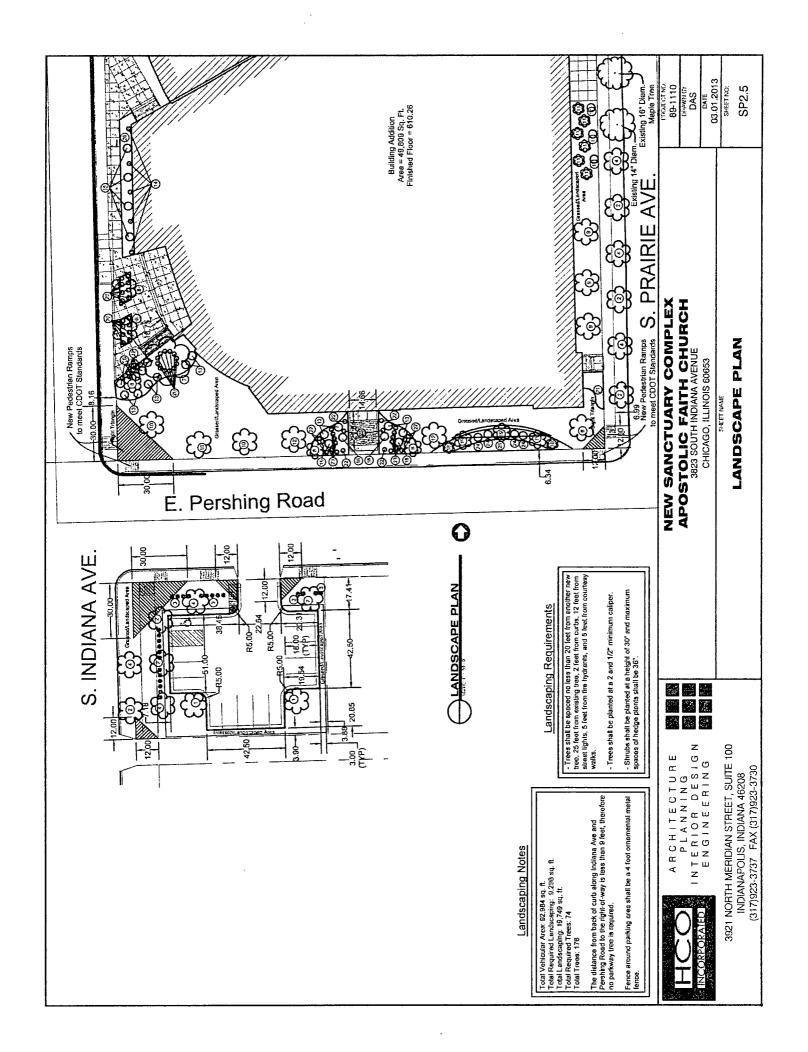
Keynote	Common Name	Scientific Name	Quantity	Width	Height	Planting Caliper
1	American Liden	Tilia americana	40	35'-40'	60'-125'	2.5" Mir
2	Thornless Honey Locust	Gleditsia triacanthos var. inermis	11	30'-70'	30'-70'	2.5" Mil
3	Black Chokeberry	Aronia melanocarpa	179	3,	3'	
4	Swamp White Oak	Quercus bicolor	15	50'-70'	65'-80'	2.5" Min
(5)	Black Locust	Robinia pseudoacacia	14	20'-35'	30'-80'	2.5" Mii
6	Autumn Flowering Higan Cherry	Prunus subhirtella 'Autumnalis'	3	15'-30'	20'-30'	2.5" Mii
7	Weeping Willow	Salix babylonica	1	35'	30' - 40'	2.5" Mii
8	Redosier Dogwood	Comus sericea	2	10'	7' - 9'	2.5° Mir
9	Saucer Magnolia	Magnolia x soulangeana	3	25'	20' - 30'	2.5" Mir
10	Myrobalan Plum	Prunus cerasifera 'Purple Pony'	3	25'	25'	2.5" Mir
11)	Weeping Purple Beech	Fagus sylvatica 'Purple Fountain'	12	10'	25'	2.5" Mir
12	Japanese Red Maple	Acer palmatum var. atropurpureum	2	20'	15' - 25'	2.5" Mir
(13)	Shore Juniper	Juniperus Conferta	10	1' - 2'	1' - 2'	
14)	Fritsch Spirea	Spiraea fritschiana	5	1' - 3'	1' - 3'	
(15)	Forsythia	Forsythia 'Courtasol'	4	1' - 3'	1' - 3'	
16)	Russian Sage	Perovskia atriplicifolia	8	1' - 3'	1' - 3'	
17	Hosta	Hosta 'Aspen Gold'	6	3' - 6'	3' - 6'	
18	Japanese Winterberry	llex serrata 'Sundrops'	2	6' - 10'	6' - 10'	
19	Burning Bush	Euonymus alatus	3	10' - 15'	15' - 30'	
20	Creeping Myrtle	Vinca minor	28	Runs	6" - 12"	
21	Ornamental Onion	Allium 'His Excellency'	12	6" - 12"	6" - 12"	
22	Daylity	Hemerocallis 'Orange Crush'	16	1' - 3'	1' - 3'	
23	Golden Creeping Thyme	Thymus x citriodorus 'Argenteus'	16	1' - 3'	6" - 12"	
24	Little Bluestem	Schizachyrium scoparium	4	1' - 3'	1' - 3'	
25)	Annual planting bed	To be decided by Church, annually	#	225 Sq. Ft.	1' - 3'	
26	Native wildflower planting bed	Native Midwest Seed Mix from American Meadows	1/4 lb	500 Sq. Ft.	1' - 3'	
27	Emerald Green Arboryitae	Thuja accidentalis	54	2'	4' - 6'	

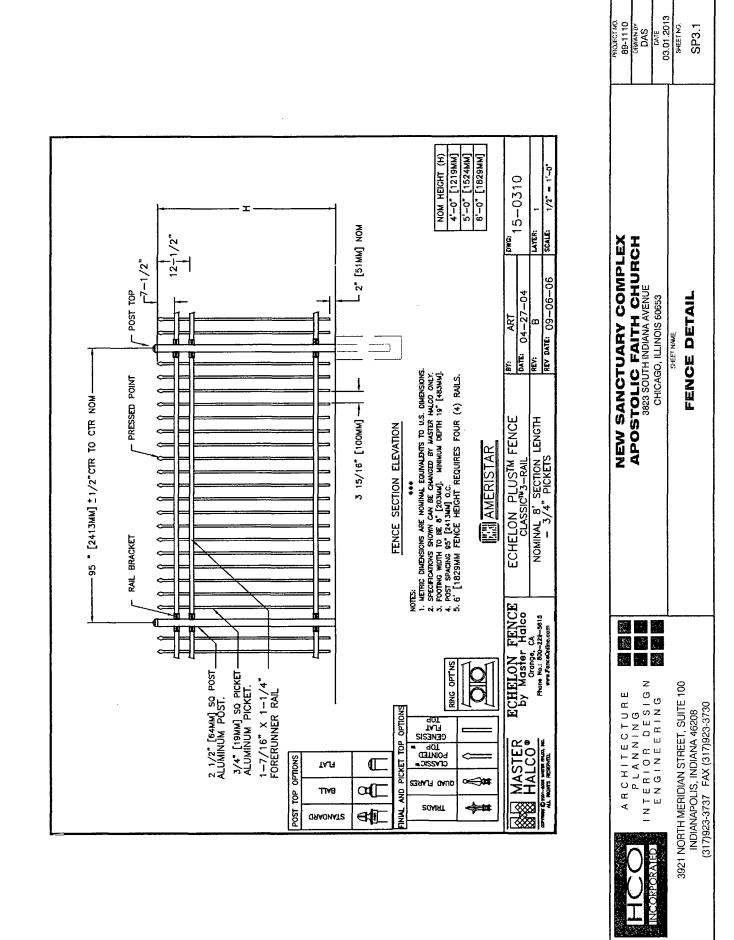


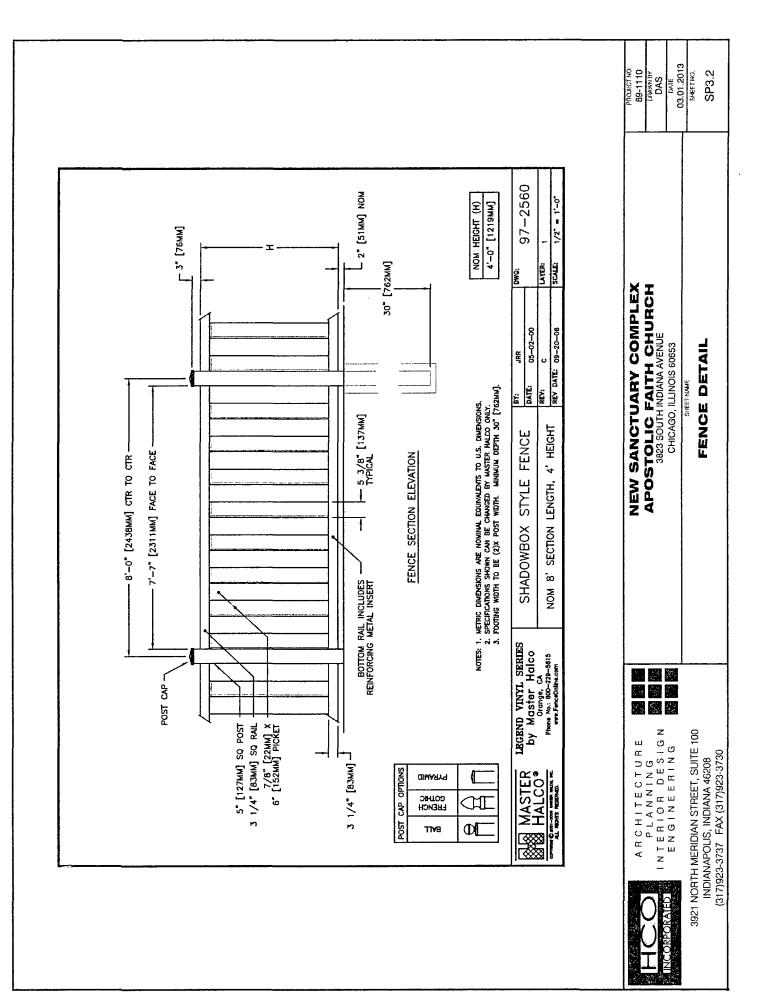


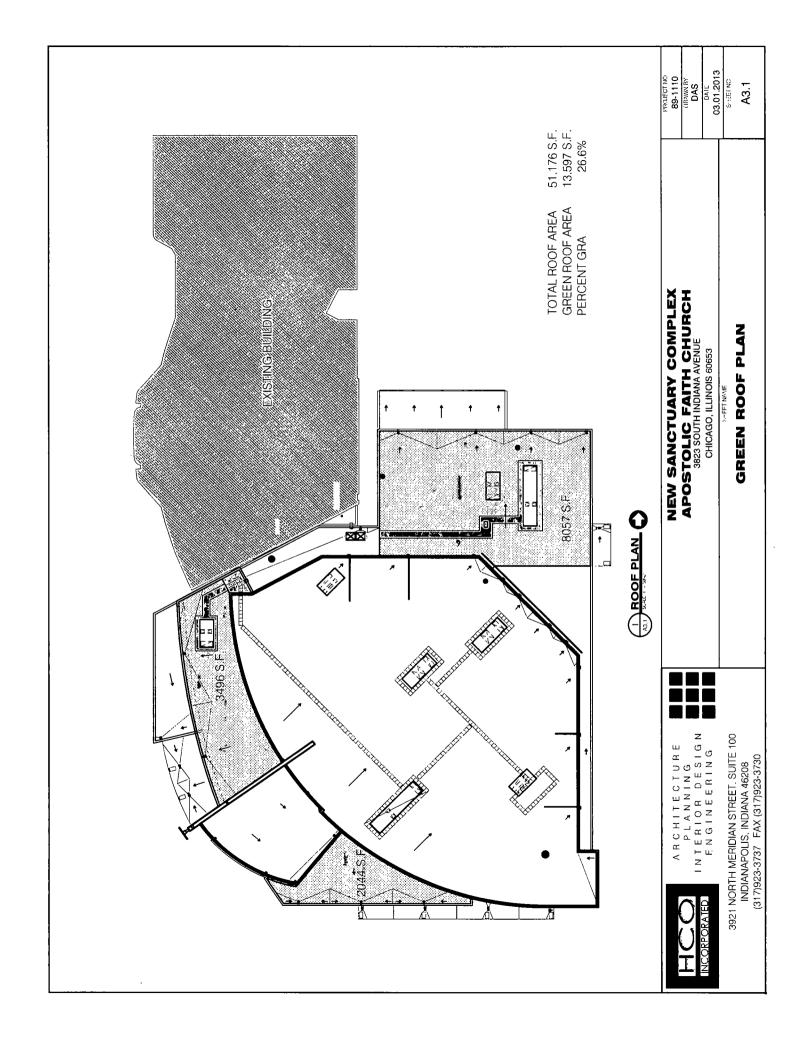


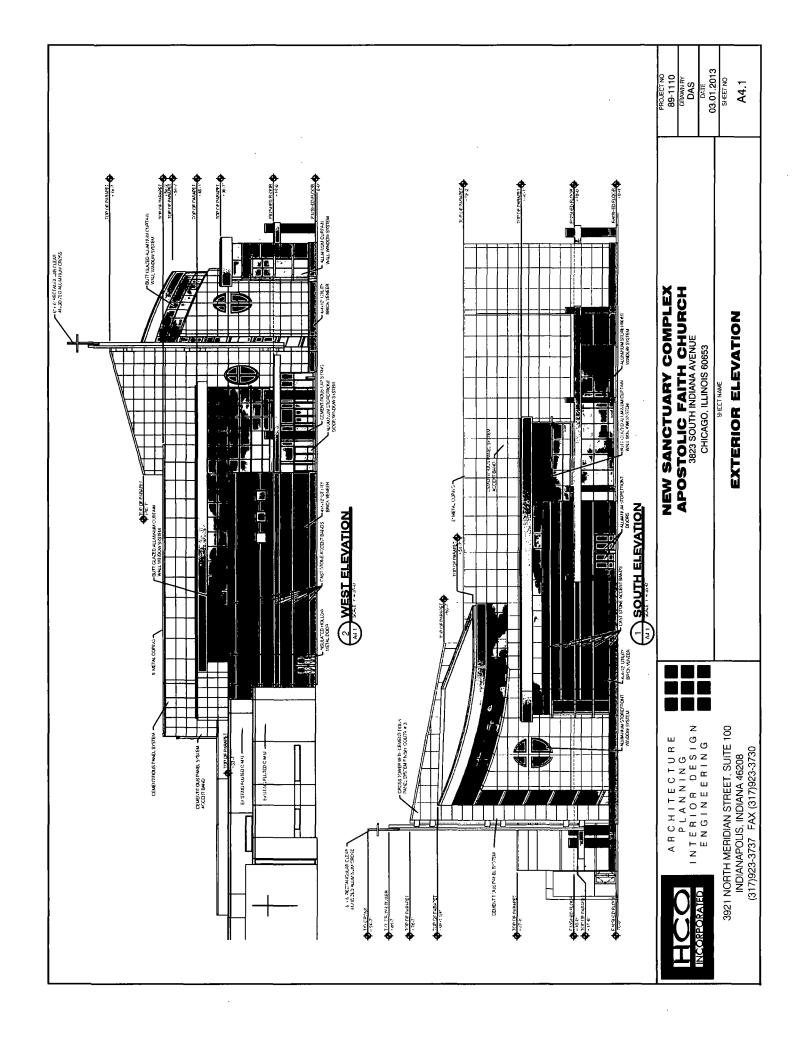


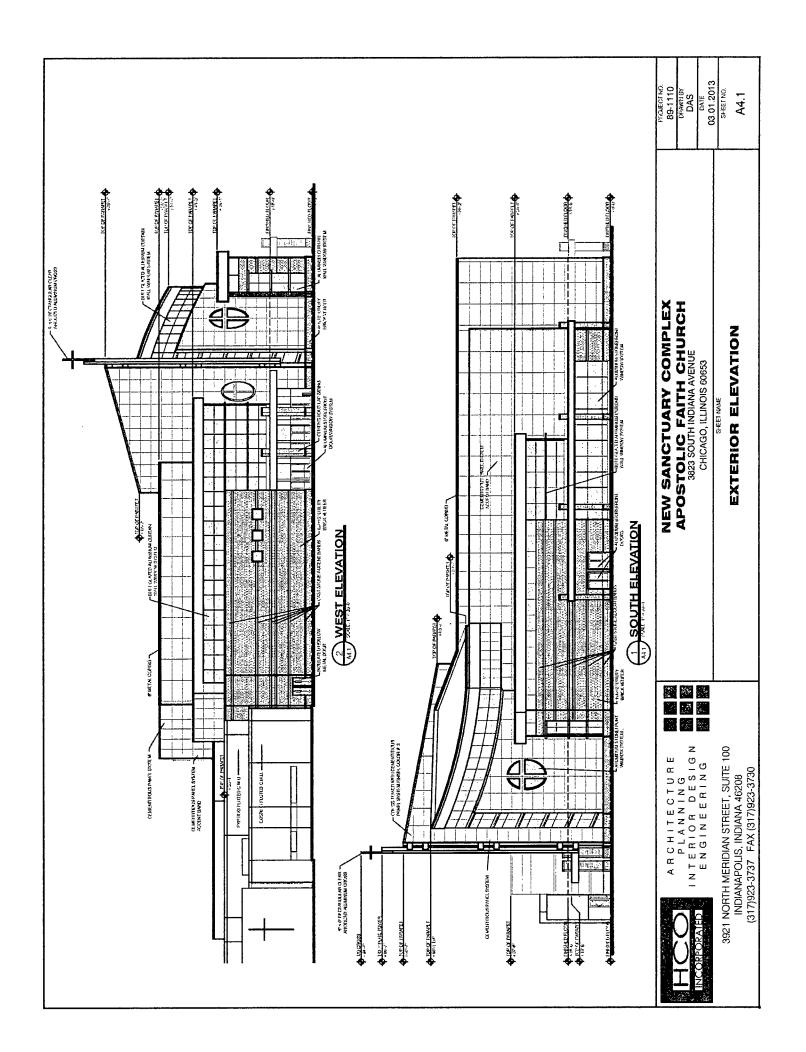


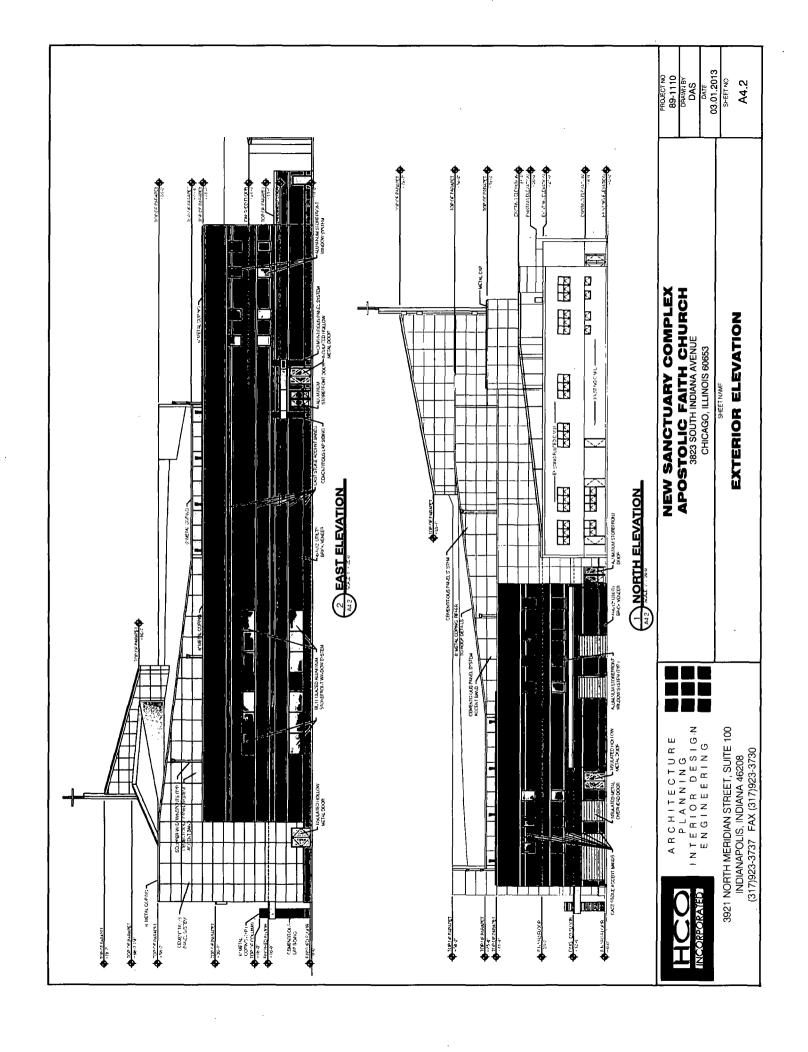


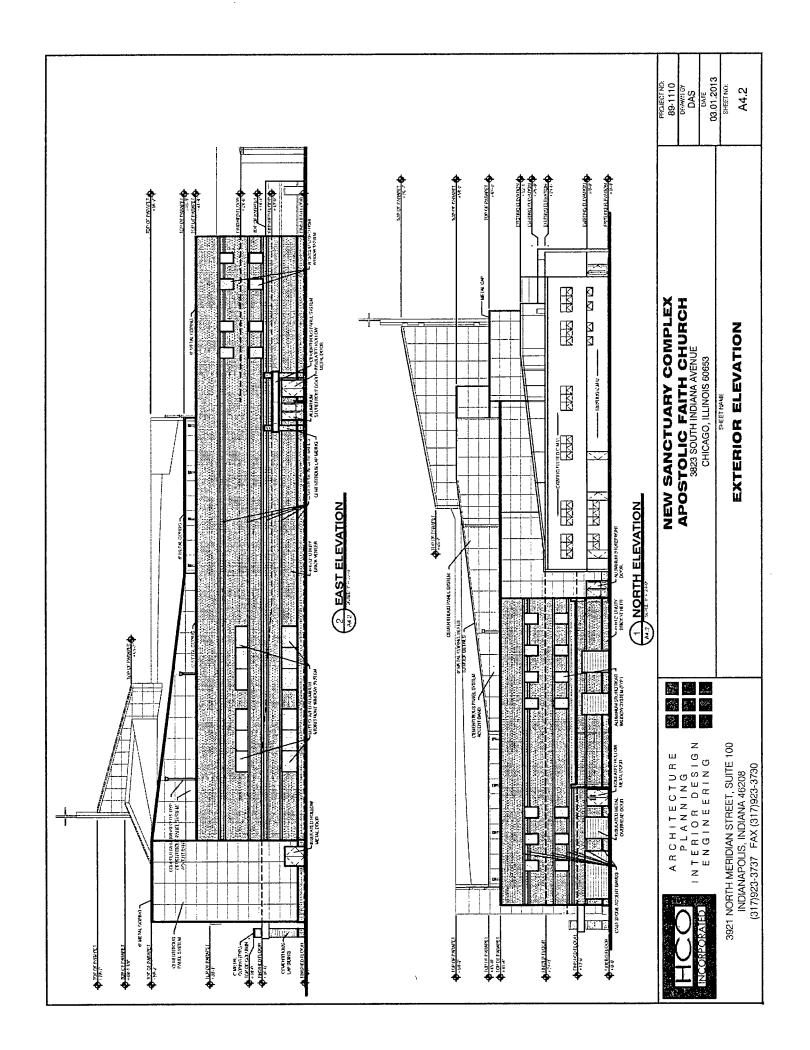


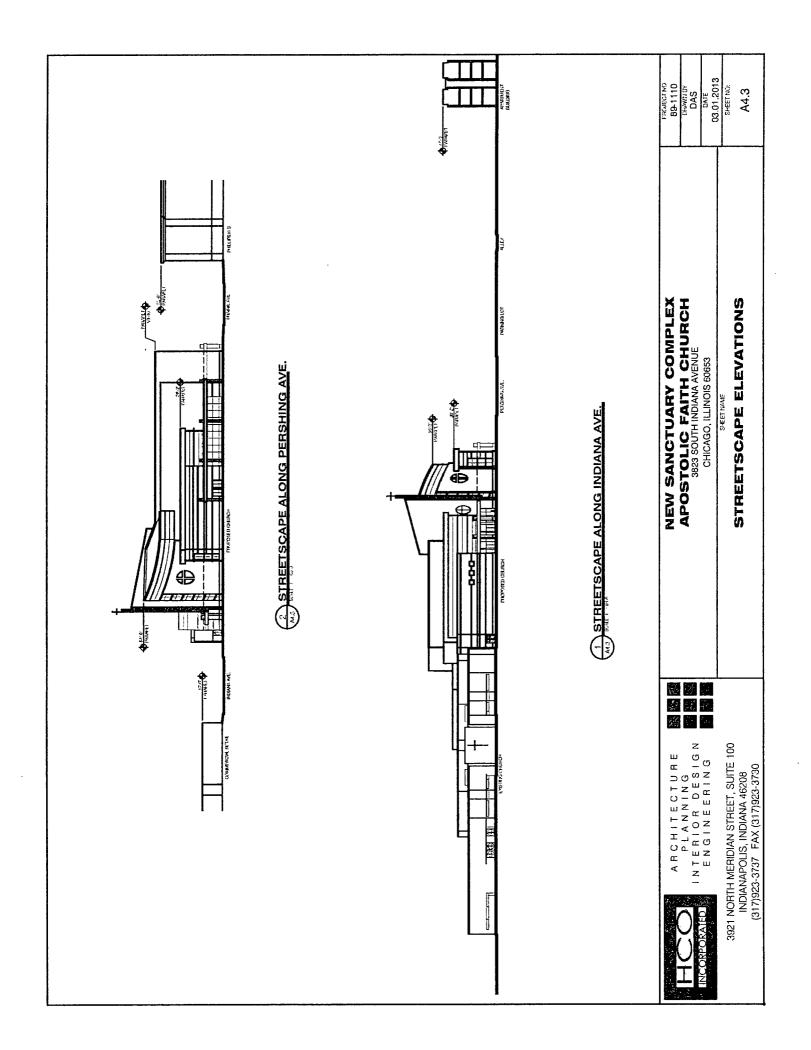


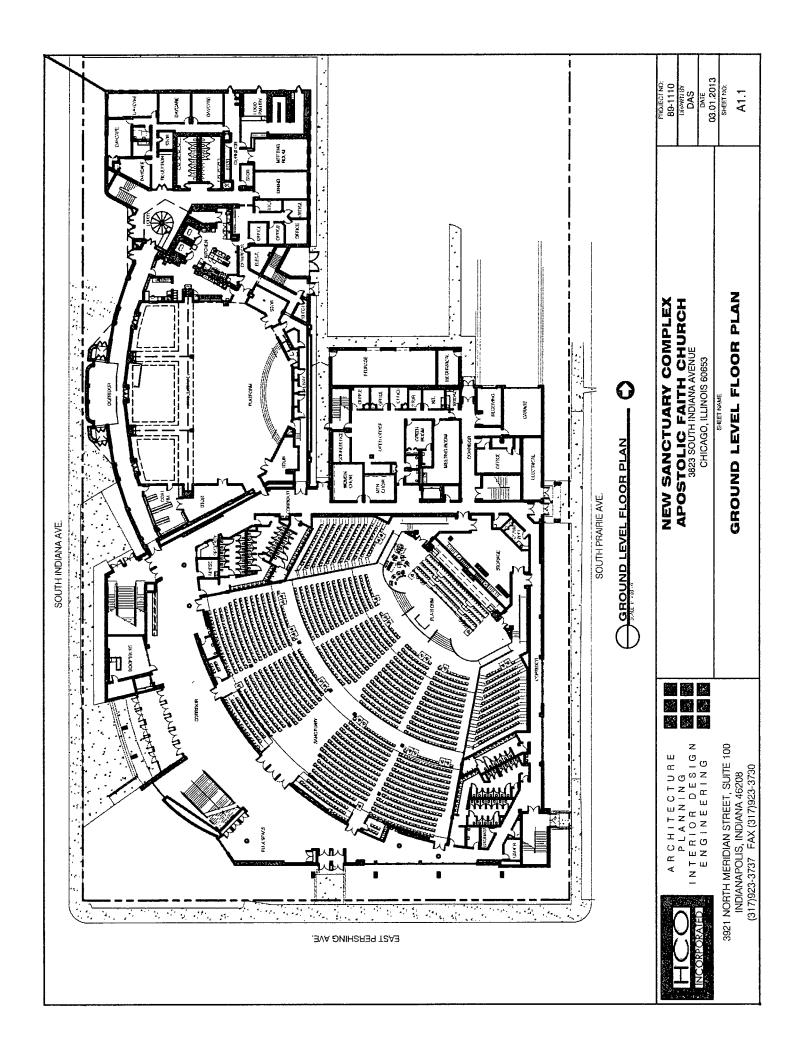


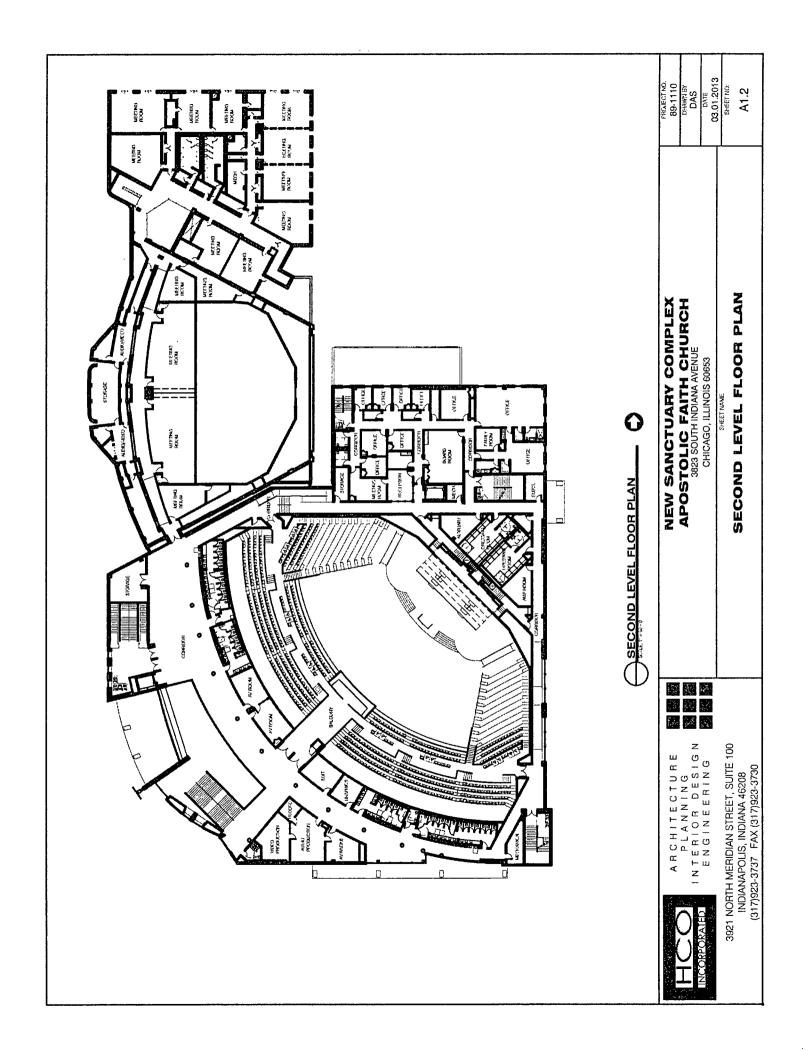


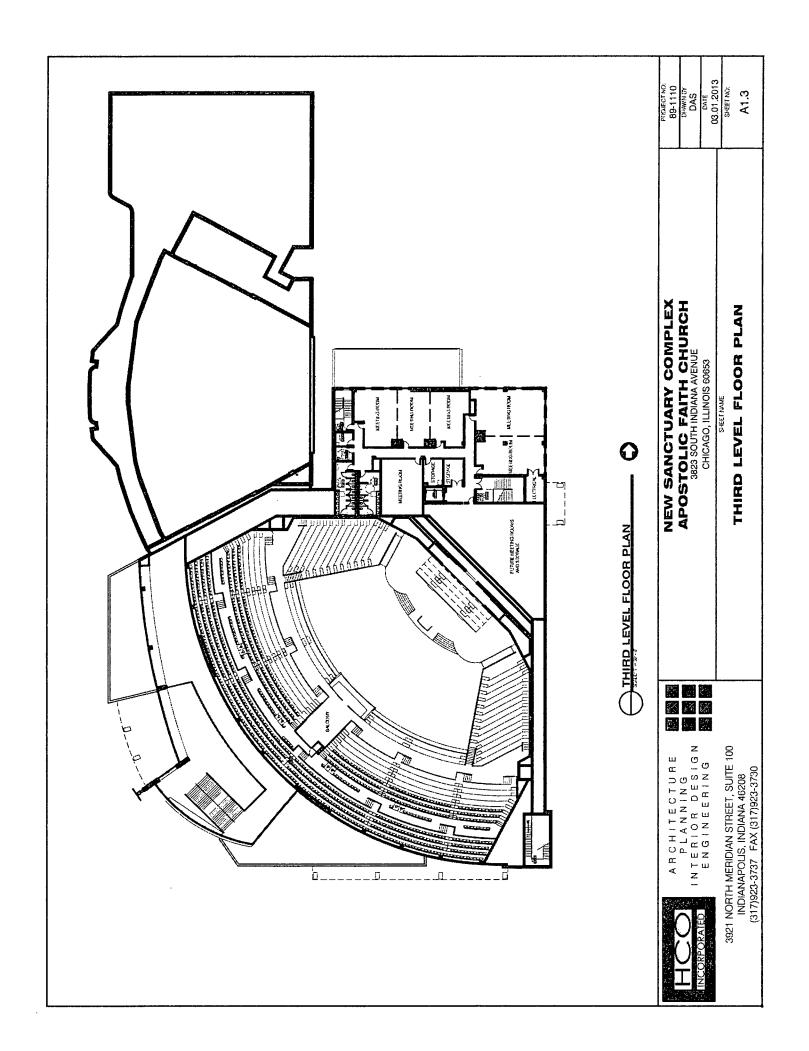


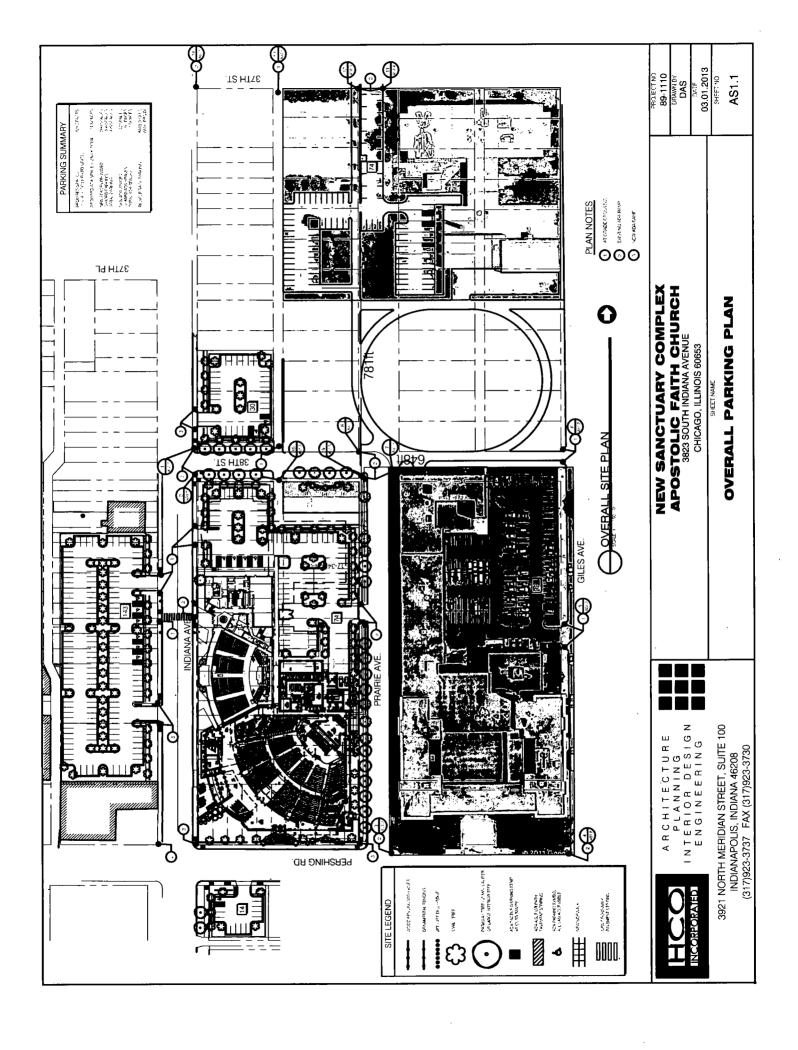


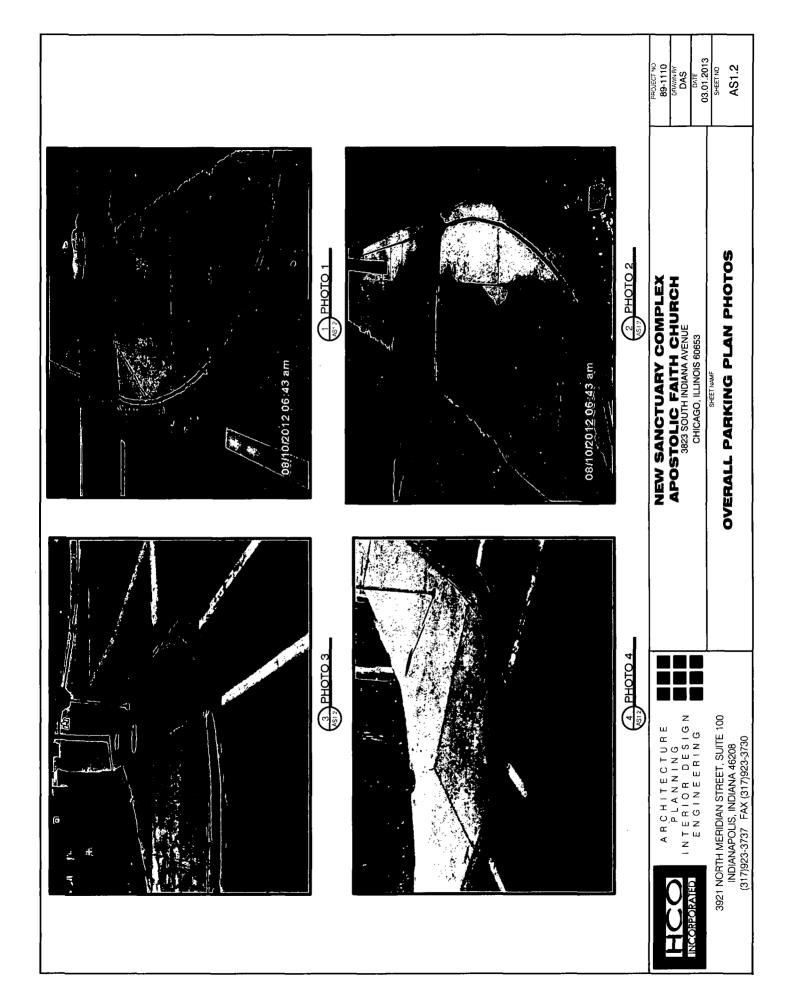


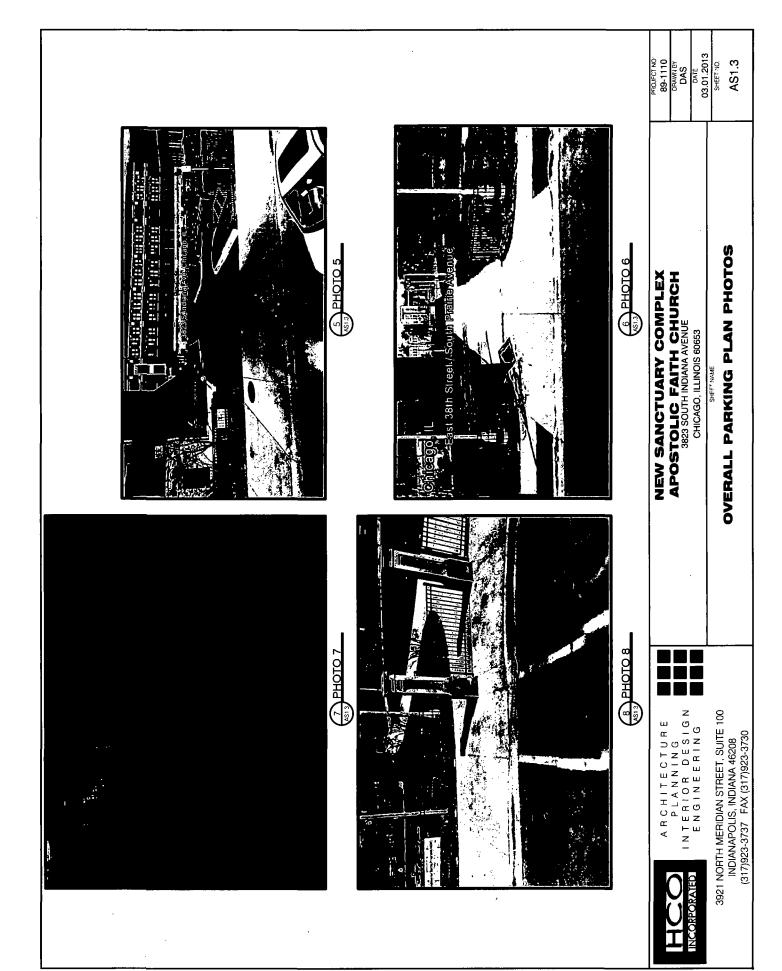


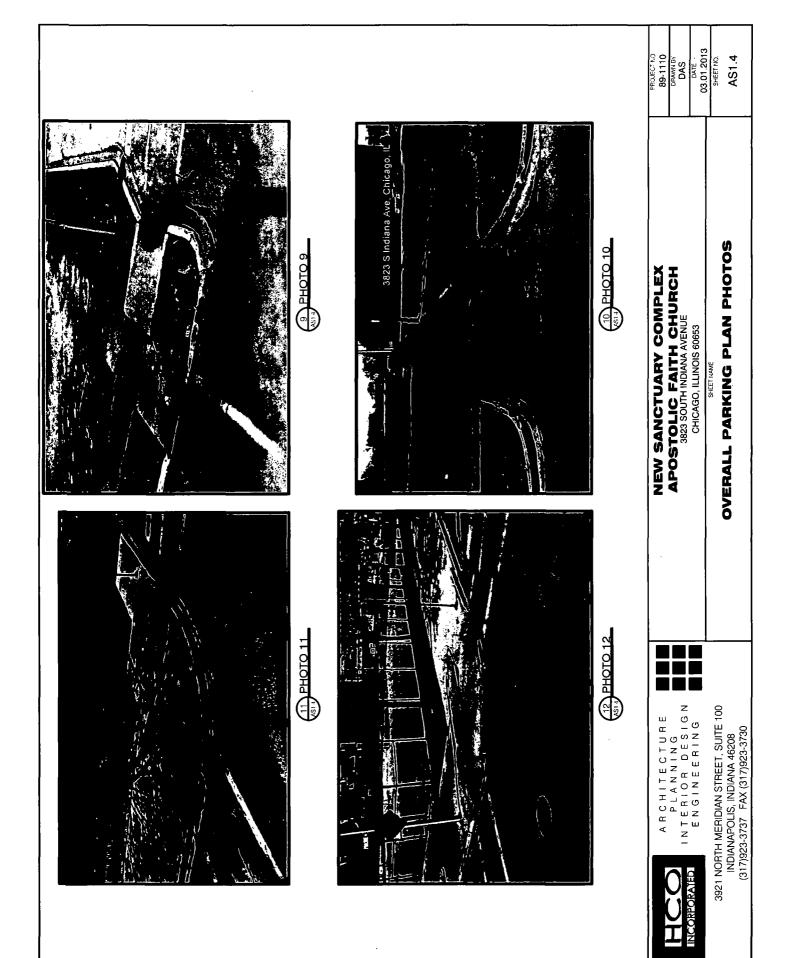


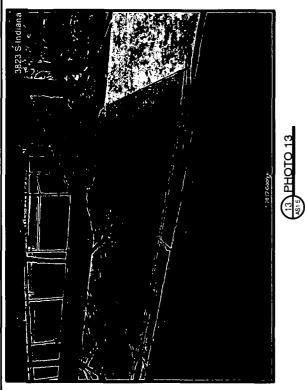


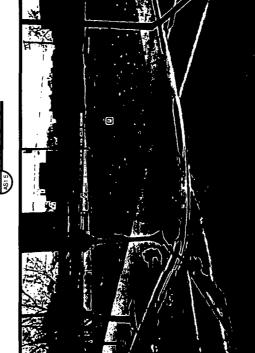












NEW SANCTUARY COMPLEX APOSTOLIC FAITH CHURCH 3823 SOUTH INDIANA AVENUE CHICAGO, ILLINOIS 60653

TA PHOTO 14

SHEET NAME

3921 NORTH MERIDIAN STREET, SUITE 100 INDIANAPOLIS, INDIANA 46208 (317)923-3737 FAX (317)923-3730

ARCHITECTURE PLANNING INTERIOR DESIGN ENGINEERING

OVERALL PARKING PLAN PHOTOS

DATE 03 01 2013 SHEET NO

PROJECT NO 89-1110 DPAWN BY DAS

AS1.5

CHICAGO BUILDS GREEN

Project Name:	Apostolic Faith Church						
	* Street Num From*	ber (if the addi To*	-	ncludes one street numl Street Name:	ber, please fill only the ce	ll "From"):	Select Street Type:
Project Location:	3823		s	Indiana			Ave
	Ward No:	Community A		,			
	Check applica	able:					
Project Type:	☑Planned Development □ PD No:		Redevelop Agreement		Zoning Cha		
	i⇔ PD	NO: [J	Ë⇒ RDA No): []	From: To:	
	Public	project		Landmark			
	Total land are	a in sq.ft.:		Total building(s) foo	otprint in sq.ft.:	Total vehicular use a	rea in sq ft :
Project Size:	239,805			75,709		94905	
	Enter First Name Last Name		•	•			
Project Manager:	David Sin	*****					
Building Type:	Select project Inst. Scho	ol, Com. (Center				
Financial Incentives:	Check applica	ble:		□ Empowerm	ent Zone Grant	Class L	
	SBIF			☐Ind. Dev. Revenue Bonds		Class 6b	
	Land Sale w/Write Down		☐Bank Partic	ipation Loan	DCD Housin	g Assistance	
	Check applica	ble:					
Density Bonus:		olaza & poc	•			in a plaza or poc	
	Chicago Riverwalk improvement Winter gardens Indoor through-block connection		ements	Lower level planting terrace		=	
			ection				
		lk widening		OOLOH	Underground parking and loading		
	Arcade	-			_	ove-ground parkin	-

Required per Zoning Code or Green Roof/Building Green the development: Matrix

To be Provided by

Please fill, if applicable

Landscaping:

7' Landscape Setback Interior Landscape Area No. of Interior Trees No. of Parkway Trees

		-
Square footage:	8523	19365
Square footage:	8043	17674
	74	142
	23	34

Open Space:

River Setback	Square footage:	0	
Private Open Space	Square footage:	0	0
Privately developed Public Open Sp	ace Square footage:	0	0

Stormwater Management (At-grade volume control):

t (At-grade volume control):	
Permeable paving	Square footage: 30303
Raingarden	Check applicable:
Filter strip	
Bioswale	
Detention pond	
Native landscaping	Square footage 19365
Rain-water collection cistern/barrel	Gallons: 0
Total impervious area reduction	Square footage 49668

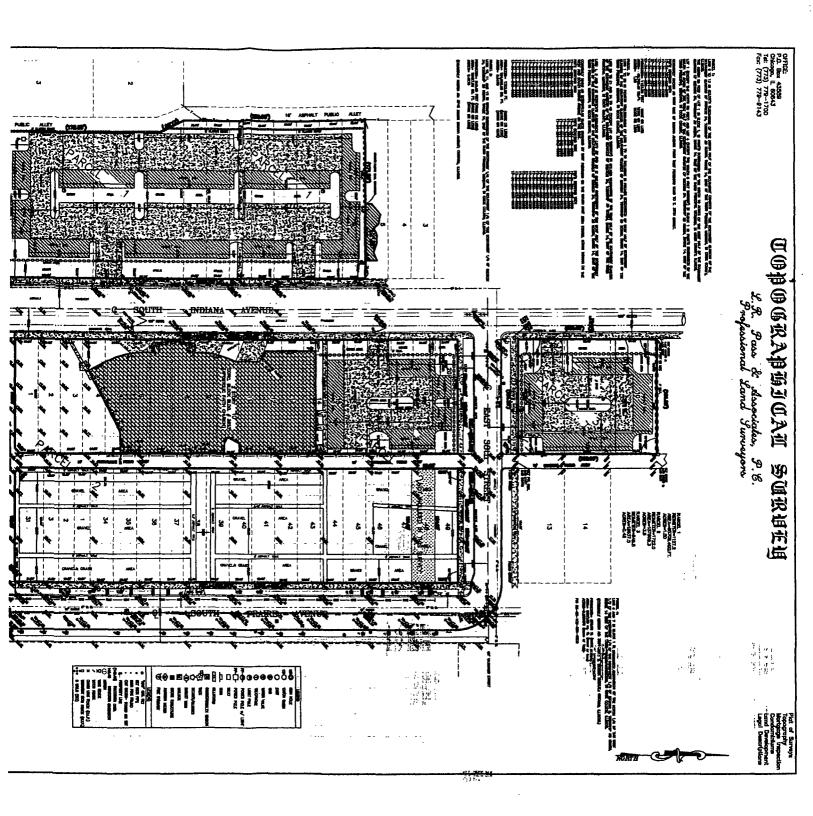
Other sustainable surface treatments:

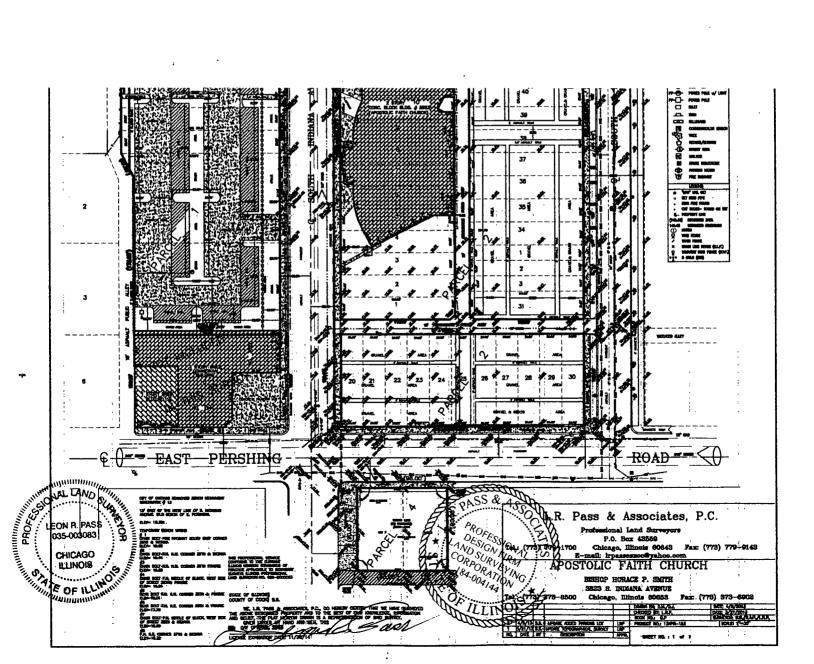
Green roof	Square footage:	13245	13467
Energy Star roof	Square footage:	0	39516
High-albedo pavement		Square footage:	910632

Transportation:

No. of accessory parking spaces	472	260
Total no. of parking spaces (Accessory + Non- Acc.)		426
No. of parking spaces dedicated to car sharing		
services (E.g.: I-Go, Zip-Car)	0	16
No. of bicycle parking	. 48	50
Within 600 ft of CTA or Metra station entrance	Check if applicable:	

Building Certification:	
Energy Star building LEED certification LEED Certified LEED Silver LEED Gold LEED Platinum Chicago Green Homes Chicago Green Homes [one-star] Chicago Green Homes [two-star] Chicago Green Homes [three-star]	
Energy efficiency strategies not captured above:	
Other sustainable strategies Storm Water On	
Storm Water Quantity Control Storm Water Quality Control Regional Materials Recycled Content of Materials Low Emitting Materials Native Landscaping Recycling Program	





ATTORNEYS AT LAW

May 15, 2013

VIA HAND DELIVERY

Patricia A. Scudiero
Managing Deputy Commissioner
Bureau of Planning and Zoning Department of Housing and Economic Development
121 N. LaSalle Street
Room 905
Chicago, Illinois 60602

RE: Amendment to the Chicago Zoning Ordinance to change the zoning classification of the property situated at 3745-3759 South Indiana Avenue, 3801-3857 South Indiana Avenue, 3808-3848 South Indiana Avenue, 201-209 East Pershing Road, 3800 South Prairie Avenue, and 3804-3858 South Prairie Avenue (the "Property") to a RM-5 Residential Multi-Unit District and then to an Institutional Planned Development for Religious Assembly, Community Center and Similar Assembly Uses

Dear Managing Deputy Commissioner Scudiero:

Pursuant to the requirements of the Chicago Zoning Ordinance, I am submitting herewith on behalf of my client, the Apostolic Faith Church, an Illinois not-for-profit corporation (the "Applicant"), the application materials for an amendment to the Chicago Zoning Ordinance to change the zoning classification of the above referenced Property to a RM-5 Residential Multi-Unit District and then to an Institutional Planned Development for religious assembly, community center and similar assembly uses.

The Applicant is the owner of the Property, except for 3800 and 3812 S. Prairie Avenue and 201 E. Pershing Road, which is owned by the City of Chicago (the "City"). The City, through its Commissioner of the Department of Housing and Economic Development, has authorized the Applicant to include the City owned parcels in its application for the proposed rezoning.

The following application materials are submitted herewith (five (5) originals of each):

1. Application for an Amendment to the Chicago Zoning Ordinance;

- 2. form of proposed ordinance, PD Statements, Bulk Use and Regulation Table and Sustainable Features List;
- 3. fully dimensioned site plan, landscape plan and other drawings;
- 4. Plat of Survey of the Property;
- 5. Affidavit to the Chairman of the Committee on Zoning required by §17-13-0107 of the Zoning Ordinance with list of adjacent property owners attached thereto;
- 6. copy of letter sent to adjacent property owners;
- 7. list of adjacent property owners on pre-printed mailing labels;
- 8. City of Chicago Economic Disclosure Statement and Affidavit of the Applicant;
- 9. letter of authorization from Andrew Mooney, Commissioner of the Department of Housing and Economic Development;
- 10. letter of authorization from Andrew Mooney, Commissioner of the Department of Housing and Economic Development with regard to vacation of alley;
- 11. letter of support from Pat Dowell, 3rd Ward Alderman;
- 12. License Agreements for shared parking;
- 13. estimated project costs;
- 14. Jobs Notification;
- 15. Chicago Builds Green form;
- 16. Preliminary approval from the Mayor's Office for People with Disabilities; and
- 17. Check in the amount of \$1,850.00 payable to the City of Chicago, Department of Revenue.

Please call me at (312) 564-4965 with any questions.

Very truly yours,

Timothy K. Hinchman

Enclosures