



# City of Chicago



O2021-5158

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	11/17/2021
<b>Sponsor(s):</b>	Misc. Transmittal
<b>Type:</b>	Ordinance
<b>Title:</b>	Zoning Reclassification Map No. 121-B at 3201-3345 W 31st St and 3100-3258 S Kedzie Ave - App No. 20869
<b>Committee(s) Assignment:</b>	Committee on Zoning, Landmarks and Building Standards

#20869  
INTRO DATE  
NOV 17, 2021

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

**SECTION 1.** That the Chicago Zoning Ordinance be amended by changing all of the C3-1, Commercial, Manufacturing and Employment District, M3-3, Heavy Industry District and Institutional Business Planned Development No. 1212 symbols and indications as shown on Map 121-B in the area bounded by:

West 31<sup>st</sup> Street; South Kedzie Avenue; a line 1,278.99 feet south of and parallel to West 31<sup>st</sup> Street; a line 1,044.68 feet west of and parallel to South Kedzie Avenue; a line 375.38 feet south of and parallel to West 31<sup>st</sup> Street; a line 1,071.78 feet west of and parallel to South Kedzie Avenue

to those of a C2-5, Motor Vehicle-Related Commercial District.

**SECTION 2.** That the Chicago Zoning Ordinance be amended by changing all of the C2-5, Motor Vehicle-Related Commercial District symbols and indications as shown on Map 121-B in the area bounded by:

West 31<sup>st</sup> Street; South Kedzie Avenue; a line 1,278.99 feet south of and parallel to West 31<sup>st</sup> Street; a line 1,044.68 feet west of and parallel to South Kedzie Avenue; a line 375.38 feet south of and parallel to West 31<sup>st</sup> Street; a line 1,071.78 feet west of and parallel to South Kedzie Avenue

to those of Residential-Institutional Business Planned Development No. \_\_\_\_\_ which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

**SECTION 3.** This Ordinance shall be in force and effect from and after its passage and due publication.

**Address:** 3201-3345 West 31<sup>st</sup> Street and 3100-3258 South Kedzie Avenue

**RESIDENTIAL-INSTITUTIONAL BUSINESS PLANNED  
DEVELOPMENT NO. \_\_\_\_\_**

**PLANNED DEVELOPMENT STATEMENTS**

1. The area delineated herein as Residential-Institutional Business Planned Development Number \_\_\_\_\_ (“Planned Development”) consists of approximately 1,258,598 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (“Property”). Chicago Southwest Development Corporation, an Illinois not-for-profit corporation is the “Applicant” for this Planned Development. The Applicant is the owner of part of the Property, said part commonly known as 3244-3250 South Kedzie Avenue, 3200 South Kedzie Avenue, 3230 and 3354 West 31<sup>st</sup> Street and 3345 West 31<sup>st</sup> Street (“Applicant Property”). The Board of Education of the City of Chicago (“BOE”) is the beneficial owner of the remainder of the Property, said remainder part commonly known as 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue (“BOE Property”). The BOE has agreed to convey the BOE Property to the City and the Chicago City Council approved a redevelopment agreement between the City and Applicant (“RDA”) pursuant to which the City agreed to convey the BOE Property to the Applicant so that the Applicant can rezone and redevelop the BOE Property consistent with the uses in Sub-Areas A and C described in this Planned Development. Based on the RDA, the BOE and City authorize this Planned Development.
  
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. Provided, however, pursuant to Section 17-8-0400, after the adoption of an ordinance wherein the property is divided into specifically delineated subareas or subparcels, each having its own bulk and density standards, or similar subarea specific or subparcel specific development controls or requirements, the owners of or designated controlling party for each subarea may seek amendments, changes, or modifications for that subarea without the consent of the owners or designated controlling party of the other subareas. Furthermore, pursuant to Section 17-8-0400, in no instance shall the owner or designated controlling party of a subarea be permitted to unilaterally seek an amendment, change or modification that would reduce any bulk, density, parking or similar development requirement generally available or applicable to all subareas, such as any unused bulk or density rights, or which would materially adversely reduce another subarea owner's right of access, or which would

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materially adversely reduce open space, walkways, or similar design requirements applicable to one or more subareas, or which would render another subarea a non-conforming use.

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, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with this Planned Development.

Ingress or egress shall be pursuant to this Planned Development and may be subject to the review and approval of the Departments of Planning and 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.

Pursuant to a negotiated and executed Perimeter Restoration Agreement (“Agreement”) by and between the Department of Transportation’s Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation’s Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway & landscaping

The Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation’s Construction Standards for work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation’s Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This Planned Development consists of 18 Statements: a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; an Aerial Map; a Planned Development Boundary and Property Line Map; a Typical ROW Section; Site Plan; Site Plan – Phase 1; a Sub-Area

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Map; a Sub-Area Plan; a Phasing Plan; Landscape Plan; Landscape Plan – Phase 1; a Green Roof Plan; Building Elevations (North, South, East and West); Chicago Builds Green form prepared by HDR Architecture, Inc. and dated (date of Plan Commission presentation); and a Traffic Report and a Shuttle Report prepared by Kimley Horn and dated (date of Plan Commission presentation), submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and 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 Chicago 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 and the Chicago Zoning Ordinance, this Planned Development shall control.

5. In each of the following Sub-Areas, the following uses shall be permitted in this Planned Development:

**Sub-Area A:** Hospital; Parks and Recreation: Community Centers, Recreation Buildings and Similar Assembly Use; Parks and Recreation: Community Garden; Religious Assembly; Artist Work or Sales Space; Business Support Services: Employment Agencies; Eating and Drinking Establishments: Restaurant, Limited; Eating and Drinking Establishments: Restaurant, General; Eating and Drinking Establishments: Outdoor patio (if located on a rooftop); Eating and Drinking Establishments: Outdoor patio (if located at grade level); Entertainment and Spectator Sports: Indoor Special Event including incidental liquor sales; Entertainment and Spectator Sports: Small venues (1-49 occupancy); Entertainment and Spectator Sports: Medium venues (150-999 occupancy); Entertainment and Spectator Sports: Large venues (1,000+ occupancy); Entertainment and Spectator Sports: Banquet or Meeting Halls; Financial Services: Bank, Savings Bank, Savings and Loan Association, Currency Exchange and Credit Union; Financial Services: Automated Teller Machine Facility; Flea Market; Food and Beverage Retail Sales: Liquor Sales (as accessory use); Medical Service; Office but excluding Electronic Data Storage Center; Parking, Non-Accessory; Personal Service: Hair Salon, Nail Salon, or Barbershop; Personal Service: Massage Establishment; Repair or Laundry Service, Consumer: Dry cleaning drop-off or pick-up (no on-premise plant); Retail Sales, General; Sports and Recreation, Participant: Outdoor; Sports and Recreation, Participant: Indoor; Manufacturing, Production and Industrial Services: Artisan; Manufacturing, Production and Industrial Services: Limited (catering & shared kitchen only); Manufacturing, Production and Industrial Services: Limited; Wireless Communication Facilities: Co-located; Wireless Communication Facilities: Freestanding (Towers); Cannabis Business Establishments: Medical Cannabis Dispensary; and related accessory uses.

**Sub-Area B:** Colleges and Universities; Artist Work or Sales Space; Drive-Through Facility; Eating and Drinking Establishments: Restaurant, Limited; Eating and Drinking Establishments: Restaurant, General; Eating and Drinking Establishments: Tavern; Eating and Drinking Establishments: Outdoor patio (if located on a rooftop); Eating and Drinking Establishments: Outdoor patio (if located at grade level); Entertainment and Spectator Sports: Indoor Special Event including incidental liquor sales; Entertainment and Spectator Sports:

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Banquet or Meeting Halls; Financial Services: Bank, Savings Bank, Savings and Loan Association, Currency Exchange and Credit Union; Financial Services: Automated Teller Machine Facility; Flea Market; Food and Beverage Retail Sales: Liquor Sales (as accessory use); Medical Service; Office but excluding Electronic Data Storage Center; Personal Service: Hair Salon, Nail Salon, or Barbershop; Personal Service: Massage Establishment; Repair or Laundry Service, Consumer: Dry cleaning drop-off or pick-up (no on-premise plant); Retail Sales, General; Wireless Communication Facilities: Co-located; Wireless Communication Facilities: Freestanding (Towers); Cannabis Business Establishments: Medical Cannabis Dispensary; and related accessory uses.

**Sub-Area C:** Household Living: Dwelling Units located above the ground floor; Household Living: Multi-Unit (3+ units) Residential; Day Care; Parks and Recreation: Community Garden; Eating and Drinking Establishments: Restaurant, Limited; Eating and Drinking Establishments: Restaurant, General; Eating and Drinking Establishments: Outdoor patio (if located on a rooftop); Eating and Drinking Establishments: Outdoor patio (if located at grade level); Entertainment and Spectator Sports: Medium venues (150-999 occupancy); Entertainment and Spectator Sports: Large venues (1,000+ occupancy); Repair or Laundry Service, Consumer: Dry cleaning drop-off or pick-up (no on-premise plant); Sports and Recreation, Participant: Children's Play Center; Wireless Communication Facilities: Co-located; and related accessory uses.

**Sub-Area D:** Artist Work or Sales Space; Drive-Through Facility; Eating and Drinking Establishments: Restaurant, Limited; Eating and Drinking Establishments: Restaurant, General; Eating and Drinking Establishments: Tavern; Eating and Drinking Establishments: Outdoor patio (if located on a rooftop); Eating and Drinking Establishments: Outdoor patio (if located at grade level); Entertainment and Spectator Sports: Indoor Special Event including incidental liquor sales; Financial Services: Bank, Savings Bank, Savings and Loan Association, Currency Exchange and Credit Union; Financial Services: Automated Teller Machine Facility; Flea Market; Food and Beverage Retail Sales: Liquor Sales (as accessory use); Medical Service; Office but excluding Electronic Data Storage Center; Personal Service: Hair Salon, Nail Salon, or Barbershop; Personal Service: Massage Establishment; Retail Sales, General; Manufacturing, Production and Industrial Services: Artisan; Manufacturing, Production and Industrial Services: Limited (catering & shared kitchen only); Manufacturing, Production and Industrial Services: Limited; Wireless Communication Facilities: Co-located; Cannabis Business Establishments: Medical Cannabis Dispensary; and related accessory uses.

6. On-Premise signs and temporary signs, such as construction and marketing signs, shall be permitted within this Planned Development, subject to the review and approval of the Department of Planning and Development. Off-Premise signs are prohibited within the boundary of this Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

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8. The maximum permitted floor area ratio (“FAR”) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Chicago Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 1,258,598 square feet and a base FAR of 5.0.
9. Upon review and determination, Part II Review, pursuant to Section 17-13-0610, a Part II Review Fee shall be assessed by the Department of Planning and 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.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and 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 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development may be modified administratively, pursuant to Section 17-13-0611-A, 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. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority and Women-owned Business Enterprises (“M/WBEs”) and City residents to compete for contracts and jobs on construction projects approved through the planned

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development process. To assist the City in promoting and tracking such M/WBE and City resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. *First*, the Applicant must submit to the Department of Planning and Development, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the Applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of City residents in the construction work. The City encourages goals of (i) 26% MBE and 6% WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50% City resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the Applicant's proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. *Second*, at the time of the Applicant's submission for Part II permit review for the project or any phase thereof, the Applicant must submit to the Department of Planning and Development: (a) updates (if any) to the Applicant's preliminary outreach plan, (b) a description of the Applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the Applicant's outreach efforts, and (d) updates (if any) to the Applicant's M/WBE and City resident participation goals. *Third*, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the Applicant must provide the Department of Planning and Development with the actual level of M/WBE and City resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, the Department of Planning and Development may request such additional information as the Department determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. The Department of Planning and Development will report the data it collects regarding projected and actual employment of M/WBEs and City residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612 of the Chicago Zoning Ordinance. Should this Planned Development lapse, the Zoning Administrator shall initiate a Zoning Map Amendment to rezone the Property as follows: (a) the portion of the Property in Institutional Business Planned Development No. 1212 shall be rezoned to the M3-3, Heavy Industry District; (b) the portion of the Property in the M3-3, Heavy Industry District shall be rezoned to the M3-3, Heavy Industry District and (c) the portion of the Property in the C3-1, Commercial, Manufacturing and Employment District shall be rezoned to the C3-1, Commercial, Manufacturing and Employment District.
17. Prior to the Part II Approval (Section 17-13-0610 of the Chicago Zoning Ordinance) in Sub-Areas C and D, the Applicant shall submit building elevations for the specific Sub-Area(s) for review and approval by the Department of Planning and Development. Review and approval by the Department of Planning and Development is intended to assure that specific development components substantially conform with this Planned Development and to assist the City in monitoring ongoing development. Sub-Area Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire Sub-Area, the Applicant shall also include a site

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plan for that area of the Property which is bounded on all sides by either public Rights-of-Way or the boundary of the nearest Sub-Area. The site plan provided shall include all dimensioned and planned street Rights-of-Way.

No Part II Approval for any portion of the Property shall be granted until Site Plan approval has been granted. Following approval by the Department of Planning and Development, the approved Sub-Area Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the PD.

After approval of the Sub-Area Site Plan, changes or modifications may be made pursuant to the provisions of Statement 17. In the event of any inconsistency between approved plans and the terms of this Planned Development, the terms of this Planned Development shall govern. Any Sub-Area Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully-dimensioned site plan (including a footprint of the proposed improvements);
- fully-dimensioned building elevations;
- fully-dimensioned landscape plan(s); and,
- statistical information applicable to the subject Sub-Area, including floor area, the applicable floor area ratio, uses to be established, building heights and setbacks.

Sub-Area Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to this Planned Development.

18. The Applicant acknowledges and agrees that: (x) the rezoning of the Property from: (a) the C3-1, Commercial, Manufacturing and Employment District to the C2-5, Motor Vehicle-Related Commercial District and then to this Planned Development; (b) the M3-3, Heavy Industry District to the C2-5, Motor Vehicle-Related Commercial District and then to this Planned Development and (c) Institutional Business Planned Development No. 1212 to the C2-5, Motor Vehicle-Related Commercial District and then to this Planned Development and (y) the City's agreement to sell the BOE Property, a portion of which may be developed with a residential housing project, to the Applicant, for construction of the Project triggers the requirements of Section 2-44-080 of the Municipal Code (the "Affordable Requirements Ordinance" or the "ARO"). The Applicant further acknowledges and agrees that the Property is located in the Pilsen-Little Village Pilot Area ("Pilot Area"), pursuant to Section 2-44-105 of the Municipal Code (the "Pilsen-Little Village ARO Pilot Area Ordinance"). In the Pilot Area, pursuant to the Pilsen-Little Village ARO Pilot Area Ordinance, the percentage of units in a residential housing project required to be affordable for a period of 30 years, whether rental or for-sale, is increased from 10% to 20%. The in lieu fees for affordable units in the Pilot Area shall be as follows: (i) \$178,469 per affordable unit in Pilsen; and (ii) \$101,388 per affordable unit in Little Village. Each in lieu fee shall be subject to the annual adjustment set forth in the definition of "in lieu fee" in Section 2-44-080(B) and collected pursuant to Section 2-44-080(G). Notwithstanding Section 2-44-080(F)(2) – (4), in lieu fees collected within the Pilot Area shall not be reduced because of any sale or lease of required affordable units in the residential housing project to an authorized agency. In the Pilot Area, the

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Commissioner of the Department of Planning and Development, after consultation with the alderman of the ward in which the residential housing project is located, may reduce the required number of affordable units in exchange for units with more bedrooms, as follows: (i) one 2-bedroom unit is equivalent to 1.25 studio or 1-bedroom units; and (ii) one 3-bedroom unit is equivalent to 2.5 studio units or two 1-bedroom units. In the Pilot Area, First Units must be provided on-site. Additional units may either be provided on-site or the Applicant may pay a fee in lieu of the establishment of one or more such additional units. Notwithstanding the foregoing, if the residential housing project receives financial assistance from TIF Funds, all affordable units must be provided on-site. The residential housing project has a total of 130 housing units. As a result, the Applicant's affordable housing obligation is 26 affordable units (20% of 130), consisting of 26 First Units. The Applicant has agreed to satisfy its affordable housing obligation by providing the First Units in the rental building to be constructed in this Planned Development, as set forth in the Affordable Housing Profile Form attached hereto as Exhibit A. In accordance with the Pilsen-Little Village ARO Pilot Area Ordinance, the Applicant is required to lease the First Units to households earning up to 60% of the Chicago Primary Metropolitan Statistical Area median income ("AMI") at prices affordable to households at such income level. If the Applicant subsequently reduces (or increases) the number of housing units in the project, or elects to build a for-sale project instead of a rental project, or (with the Commissioner's approval) elects to construct off-site units instead of on-site units, the Applicant shall update and resubmit the Affordable Housing Profile Form to the Department of Planning and Development for review and approval. The Department of Planning and Development may adjust the requirements to reflect any such change without amending this Planned Development. Prior to the issuance of any building permits for any residential building in this Planned Development, including, without limitation, excavation or foundation permits, the Applicant must execute and record an affordable housing agreement in accordance with Section 2-45-115(L). The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against this Planned Development, or the applicable portion thereof, and will constitute a lien against such part of the Property. The Commissioner may enforce remedies for any breach of this Statement 18, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending this Planned Development.

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**BULK REGULATIONS AND DATA TABLE**

Gross Site Area (sf):	1,352,957
Area of Public Rights-of-Way (sf): (See Footnote 1)	94,359
Net Site Area (sf):	1,258,598
Subarea A (sf):	758,475
Subarea B (sf):	271,823
Subarea C (sf):	127,600
Subarea D (sf):	100,700
Maximum Floor Area Ratio:	5.00
Subarea A:	1.23
Subarea B:	1.27
Subarea C:	4.66
Subarea D:	1.61
Minimum Setbacks:	
West 31 <sup>st</sup> Street	20 ft
South Kedzie Avenue	20 ft
Southern boundary of Property	50 ft
Western boundary of Property	40 ft
Maximum Site Coverage %	Per Site Plan
Maximum Building Height:	
Subarea A:	240 ft
Subarea B:	In accordance with plans
Subarea C:	In accordance with plans
Subarea D:	In accordance with plans
Maximum Number of Hospital Beds:	151
Maximum Number of Dwelling Units:	
Subarea C:	130

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Minimum Number of Affordable Housing Units:

Subarea C:

26 (Included in the  
Maximum Number of  
Residential Units)

Minimum Number of Off-Street Parking and Loading:

Subarea A:			
	Cars	Bikes	Loading
Hospital	390	39	4
Parks and Recreation	48	10	1
Office	209	21	1
Eating and Drinking Establishments/Retail	13	3	1
Sports and Recreation	50	10	1
<b>TOTAL</b>	<b>710</b>	<b>83</b>	<b>8</b>

Subarea B:			
	Cars	Bikes	Loading
Eating and Drinking Establishment/Retail	122	25	3
Office	172	18	1
<b>TOTAL</b>	<b>294</b>	<b>43</b>	<b>4</b>

Subarea C:			
	Cars	Bikes	Loading
Residential	118	59	1
Daycare	5	1	0
<b>TOTAL</b>	<b>123</b>	<b>60</b>	<b>1</b>

Subarea D:			
	Cars	Bikes	Loading
Eating and Drinking Establishment/Retail	5	1	0
Office	62	7	1
<b>TOTAL</b>	<b>67</b>	<b>8</b>	<b>1</b>

Footnote 1: Per the survey, there is 77,223 square feet in the existing right-of-way adjacent to the Property. The Applicant proposes to dedicate 17,136 square feet of the Property to the existing right-of-way resulting in a total Area of Public Rights-of-Way of 94,359 square feet.

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# **EXHIBIT A**

## ARO Affordable Housing Profile Form (AHP)

Submit this form for projects that are subject to the 2015 ARO, Near North/Near West Pilot, Milwaukee Pilot or Pilsen/Little Village Pilot Ordinances (all projects submitted to City Council after October 13, 2015). More information is online at [www.cityofchicago.gov/ARO](http://www.cityofchicago.gov/ARO). Submit the completed form to the Department of Housing (DOH), 121 N LaSalle Street, 10th Floor, Chicago, IL 60602. **E-mail:** [denise.roman@cityofchicago.org](mailto:denise.roman@cityofchicago.org) or [justin.root@cityofchicago.org](mailto:justin.root@cityofchicago.org). Applications that include off-site units should submit documentation listed on page two.

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### DEVELOPMENT INFORMATION

Development Name: Focal Point Community Campus Project

Development Address: 3201-3345 West 31st Street and 3100-3258 South Kedzie Avenue

Zoning Application Number, if applicable:

Ward: 22

If you are working with a Planner at the City, what is his/her name? Brian Hacker

### Type of City Involvement

*check all that apply*

City Land

Planned Development (PD)

Financial Assistance

Transit Served Location (TSL) project

Zoning increase

**REQUIRED ATTACHMENTS:** the AHP will not be reviewed until all required docs are received

ARO Web Form completed and attached - or submitted online on

ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)

If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (*pdf*)

If ARO units proposed are off-site, required attachments are included (see next page)

If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

### DEVELOPER INFORMATION

Developer Name Chicago Southwest Development Corporation, an Illinois not-for-profit corporation

Developer Contact Guy A. Medaglia, Pres. & CEO

Developer Address 2875 West 19th Street, Chicago, IL 60623

Email [guy@chicagosdc.com](mailto:guy@chicagosdc.com)

Developer Phone 773-484-4300

Attorney Name Lenny D. Asaro, Partner, Faegre Drinker

Attorney Phone 312-3566501

### TIMING

Estimated date marketing will begin 2023

Estimated date of building permit\* 2024

Estimated date ARO units will be complete 2026

\*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

### PROPOSED UNITS MEET REQUIREMENTS (to be executed by Developer & ARO Project Manager)

\_\_\_\_\_  
Developer or their agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin Root or Denise Roman, DOH

\_\_\_\_\_  
Date

**Required Attachments: For Off-Site Units Only**

Your application will be reviewed when required documentation has been received. Off-Site Units fall into one of three categories: New Construction (NC); Significant Rehab (SR) and Prior Rehab (PR). Documentation is also required for the Subject Property (SP); the property that triggered the ARO Requirement. The documents required for each are listed below:

SP	NC	SR	PR	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of Site Control
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Project Budget, with per-unit cost breakdown & documentation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CMA or appraised value of proposed, for sale, off-site units
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Description + Schedule of anticipated building permits
			<input type="checkbox"/>	Certificate of Occupancy + Approved Plans & Permits (CofO must be <3 years old, or <1 year, if low-mod zone)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Management Plan for off-site building that includes ARO units and a Marketing Brochure
		<input type="checkbox"/>	<input type="checkbox"/>	Signed Statement attesting that units are currently vacant - OR -
		<input type="checkbox"/>	<input type="checkbox"/>	Income Qualification packets, if current tenants are income-qualified & intend to lease ARO units
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Completed ARO Unit Evaluation Table
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recent permits: most recent permits for all major systems; plumbing, electrical, HVAC, Mechanicals and building envelope.

Does the proposed off-site project require a zoning change or financial assistance from the City?

Yes No

**Construction Drawings/Submissions**

The Development team and the Architect of Record should prepare and submit the following information for review. One hard copy and one electronic pdf of all materials, plans, sketches, and photos should be submitted for review. Label each attachment to correspond to the requirement below (ie "Master Plan" etc)

- All Projects:**
- Project narrative:** should briefly summarize (one page, double-spaced) the project work scope, development objectives, site, building construction systems (identify wall, floor and roof construction), building design concepts and environmental
  - Master plan:** should locate the project site(s), depict the adjacencies to existing properties and, in the case of larger developments, illustrate proximity of proposed multiple sites.
  - Context photographs and drawings:** photos of all sites and existing buildings, photos should include nearest adjacent buildings.
  - Floor plans:** should clearly depict room designations, dimensions and typical furniture layout
  - Building section (optional):** should identify building materials, structural framing, depth of footings/foundations, ceiling heights of interior spaces and general floor and roof framing.
  - Site / Landscape plan:** conceptual site plan should identify setbacks, easements, number of parking spaces provided/required; refuse pick-up areas, utilities and pedestrian environment issues. Illustrate the type of plant materials, location of shrubs and trees, ground treatment, security fencing and other site features.
  - Front, side and rear elevations:** Illustrate selection and location of materials, doors, fenestration and roof configuration. Drawings should also indicate vertical heights and depth of foundations when a section drawing is not provided. For existing buildings, provide photographs of all exterior elevations.

Additional documents may be requested during the review by Construction & Compliance staff. A \$5,000/unit fee is required for prior to the issuance of the building permit for the ARO-triggering property.

All projects with proposed ARO units must complete this tab

	Market Rate Units	Affordable Units
Parking	TBD	TBD
Laundry	TBD	TBD
Appliances	TBD	TBD
Refrigerator age/EnergyStar/make/model/color	TBD	TBD
Dishwasher age/EnergyStar/make/model/color	TBD	TBD
Stove/Oven age/EnergyStar/make/model/color	TBD	TBD
Microwave age/EnergyStar/make/model/color	TBD	TBD
Bathroom(s) how many? Half bath? Full bath?	TBD	TBD
Kitchen countertops material	TBD	TBD
Flooring material	TBD	TBD
HVAC	TBD	TBD
Other	TBD	TBD

## **PROJECT NARRATIVE**

**APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION**

**SUBJECT PROPERTY: 3201-3345 WEST 31<sup>ST</sup> STREET AND 3100-3248 SOUTH KEDZIE AVENUE**

The Applicant is Chicago Southwest Development Corporation, an Illinois not-for-profit corporation. Saint Anthony Hospital, which is located at 2875 West 19<sup>th</sup> Street, Chicago, IL, caused the Applicant to be created as a separate, independent not-for-profit corporation to create a development plan to relocate the current Saint Anthony Hospital. Saint Anthony Hospital was founded in 1898 and is a not-for-profit, acute care, community hospital, community teaching hospital dedicated to serving the health needs and improving the health and wellness of the families of Chicago's West and Southwest Sides. Saint Anthony Hospital offers services for people regardless of their nationality, religious affiliation, or ability to pay.

The subject property is located at the addresses commonly known as 3201-3345 West 31<sup>st</sup> Street and 3100-3248 South Kedzie Avenue in the Little Village Neighborhood. The net site area of the subject property consists of approximately 1,275,734 square feet of land area. The gross site area, which includes the right-of-way is 1,352,957 square feet. The subject property is located in the Little Village Neighborhood.

The subject property is located at one of the northern most boundaries of the Little Village Industrial Corridor along West 31<sup>st</sup> Street.

The Applicant is the owner of the majority of the subject property, said part commonly known as 3244-3250 South Kedzie Avenue, 3200 South Kedzie Avenue, 3230 and 3354 West 31<sup>st</sup> Street and 3345 West 31<sup>st</sup> Street ("Applicant Property"). The Board of Education of the City of Chicago ("BOE") is the beneficial owner of the remainder of the subject property, said remainder part commonly known as 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue ("BOE Property"). The BOE has agreed to convey the BOE Property to the City and in April 2021, the Chicago City Council approved a redevelopment agreement between the City and Applicant pursuant to which the City agreed to convey the BOE Property to the Applicant so that the Applicant can rezone and redevelop the BOE Property together with the Applicant Property into a multi-use development to be anchored by a new Saint Anthony Hospital.

According to the Chicago Metropolitan Agency for Planning, the subject property is located in the South Lawndale Community Area. The following is the demographic data for this area:

- Total Population: 71,399
- Average Household size: 3.3
- Median household income: \$34,705
- Per Capita Income: \$12,771

The subject property is located in three different, but adjacent, zoning districts. The Applicant requests a rezoning of the subject property from (a) C3-1, Commercial, Manufacturing and Employment District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development; (b) M3-3, Heavy Industry District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development and (c) Institutional Business Planned Development No. 1212 to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development to create a four-subarea planned development. Subarea A is comprised of approximately 758,815 square feet of land. This subarea would permit the construction of a 240 feet tall new Saint Anthony Hospital building with a maximum of 151 hospital beds, together with a hospital bridge, fitness and medical office building, central utility plant (CUP), retail market, café, outdoor field, parking and accessory and incidental uses. Subarea B is comprised of approximately 271,378 square feet of land. This subarea would permit retail, vocational school and surgical center, parking and accessory and incidental uses. Subarea C is comprised of approximately 127,631 square feet of land. This subarea would permit multi-unit residential above the ground floor with a maximum of 130 units of which 26 will be affordable, daycare and hospital expansion and accessory and incidental uses. Subarea D is comprised of approximately 100,623 square feet of land. This subarea would permit retail, accelerator, incubator, office and retail and accessory and incidental uses.

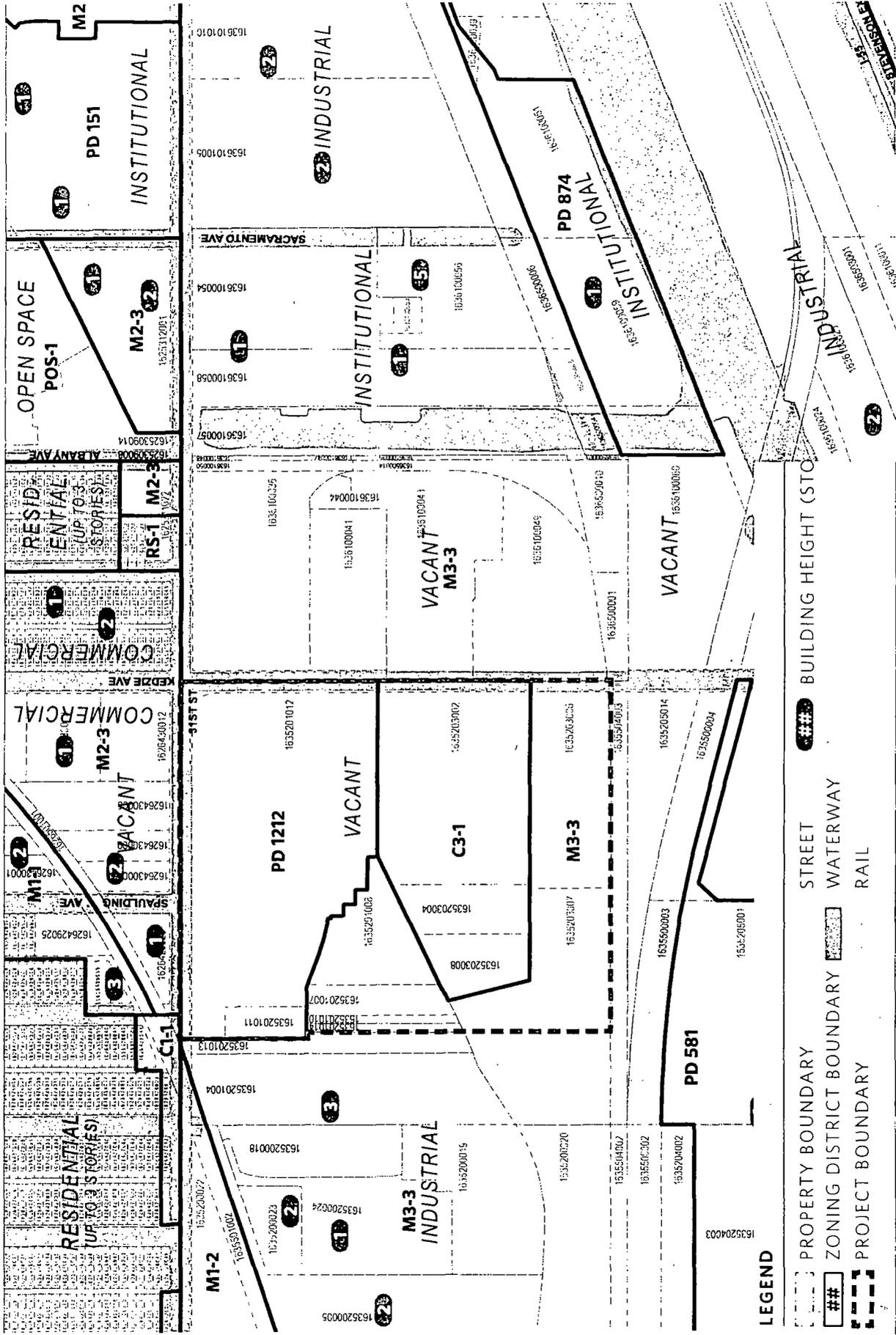
The rezoning of the subject property for construction of the project triggers the requirements of the Affordable Requirements Ordinance (the "ARO"). The subject property is located in the Pilsen-Little Village Pilot Area ("Pilot-Area") pursuant to the Pilsen-Little Village ARO Pilot Area Ordinance. The Applicant proposes to construct 130 residential rental units of which 26 are required to be Affordable Units. The Applicant will satisfy its ARO obligations.

The Applicant proposes to dedicate approximately 17,136 square feet of the subject property's frontage along West 31<sup>st</sup> Street and South Kedzie Avenue to the City of Chicago and to construct improvements to the expanded public right-of-way.

The overall planned development would have a maximum floor area ratio of 5.0. The overall planned development would contain 1,194 vehicular parking spaces, 14 loading berths and 194 bike parking spaces.

The Applicant proposes to develop the subject property in phases. Phase 1 will be Sub-Areas A and B, both of which will comprise the new Saint Anthony Hospital, retail, vocational school, surgical center, medical office building, outdoor field and accessory and incidental uses related to these primary uses.





30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603





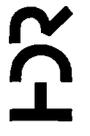
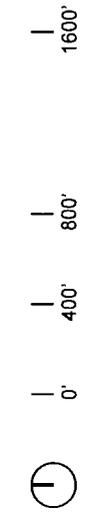
**LEGEND**

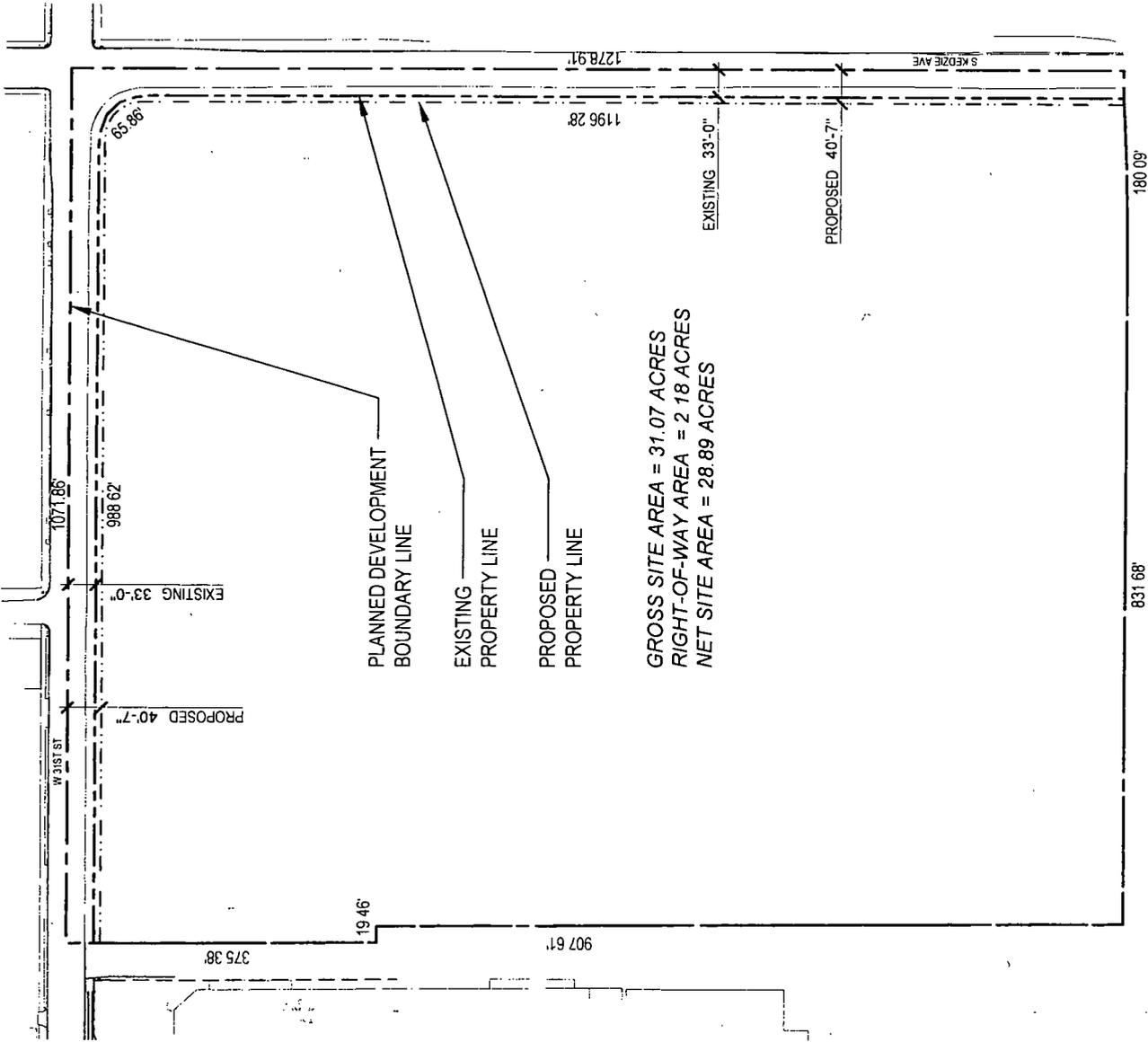
- | PROPERTY BOUNDARY
- - - | PROJECT BOUNDARY
- — — | LITTLE VILLAGE INDUSTRIAL CORRIDOR BOUNDARY

**AERIAL MAP**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_

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 SUITE 700  
 CHICAGO, IL 60603





**LEGEND:**

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY LINE

PLANNED DEVELOPMENT  
BOUNDARY LINE

EXISTING  
PROPERTY LINE

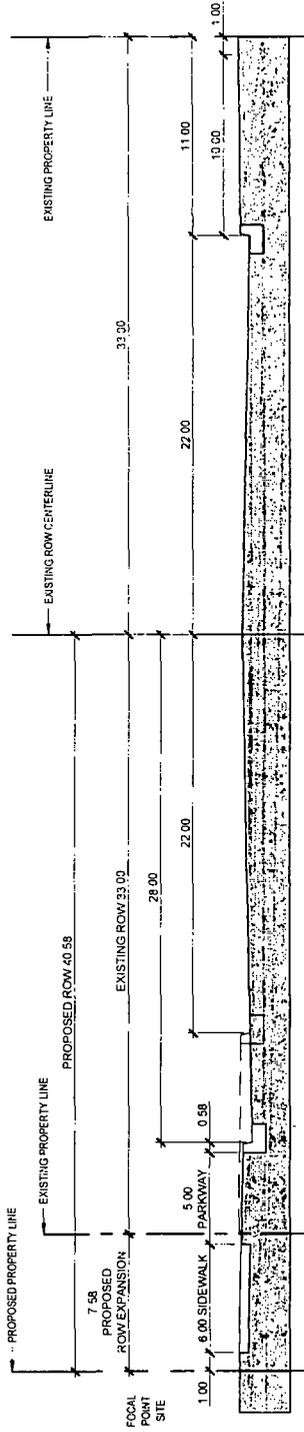
PROPOSED  
PROPERTY LINE

GROSS SITE AREA = 31.07 ACRES  
RIGHT-OF-WAY AREA = 2.18 ACRES  
NET SITE AREA = 28.89 ACRES

**PD BOUNDARY MAP**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_





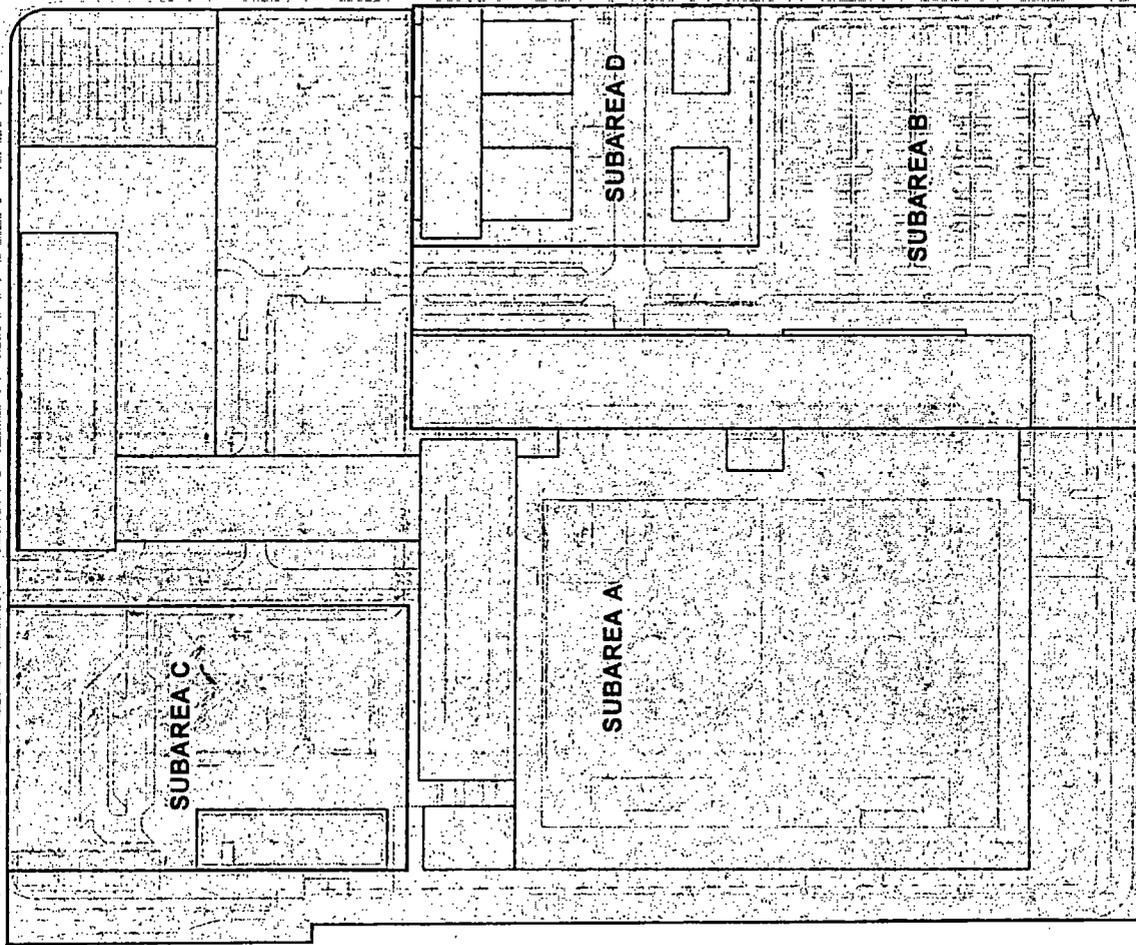
## TYPICAL ROW SECTION

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603

0' 5' 10' 20'



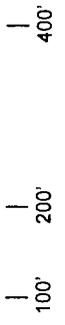


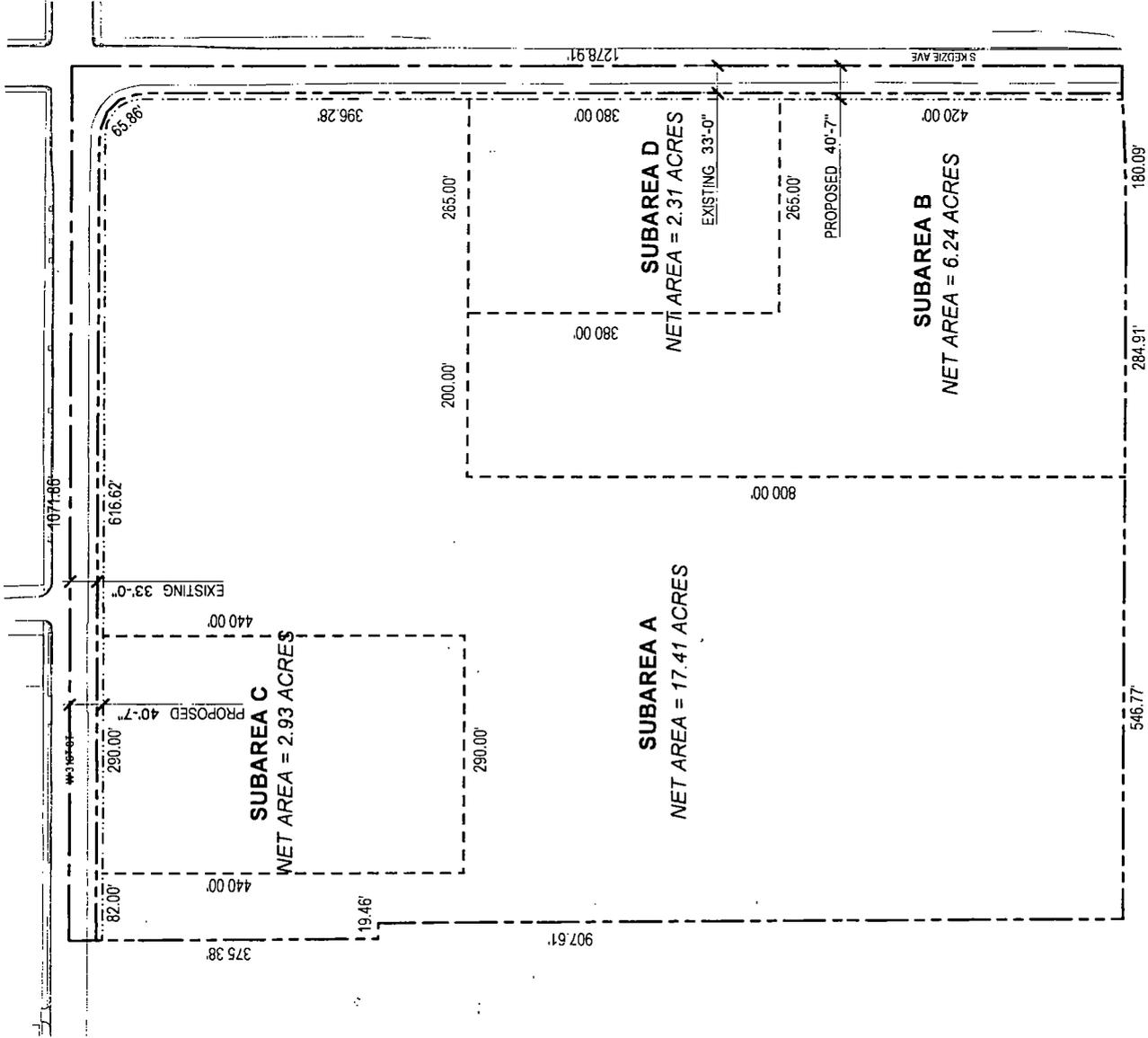
**SUBAREA MAP**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED, NOVEMBER \_\_, 2021  
 PLAN COMMISSION \_\_\_\_\_



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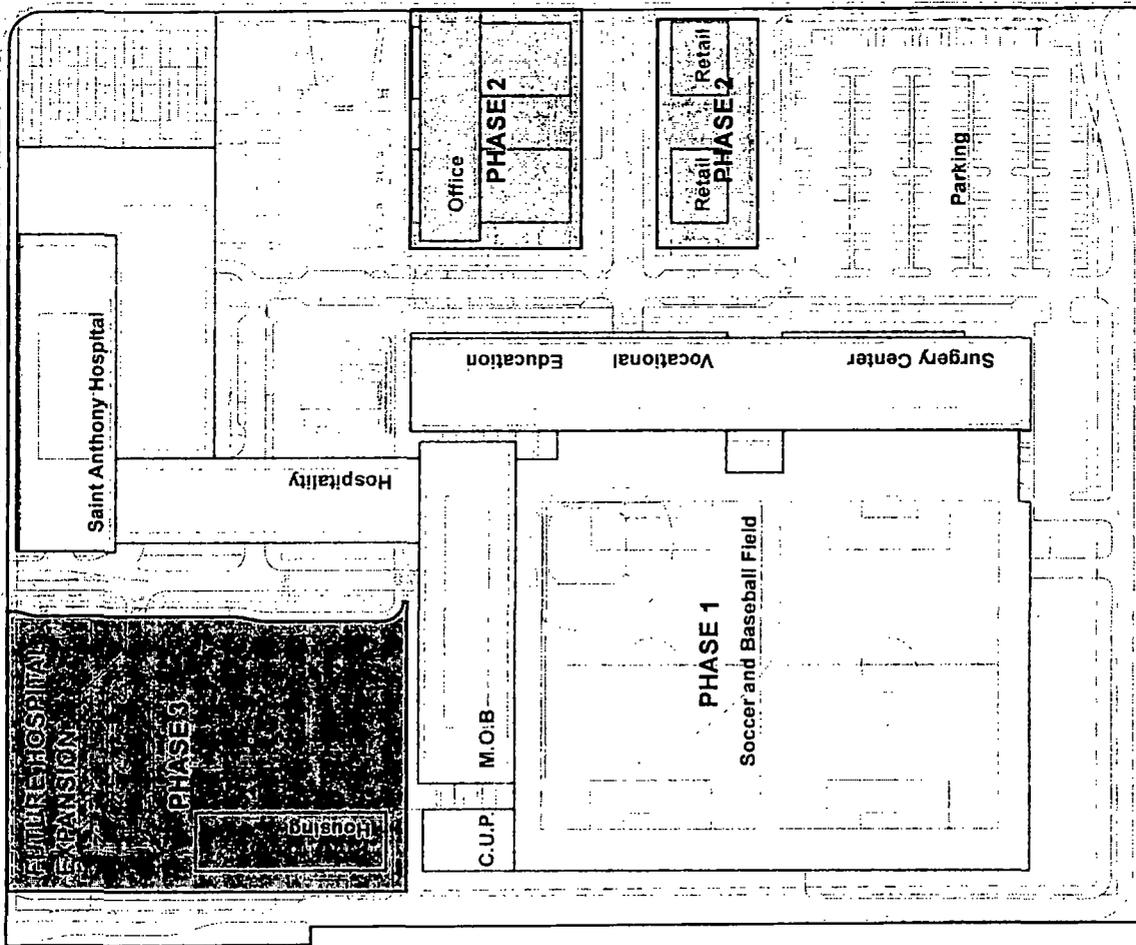
# SUBAREA PLAN

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_



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 SUITE 700  
 CHICAGO, IL 60603





# PHASING PLAN

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_



0' 100'

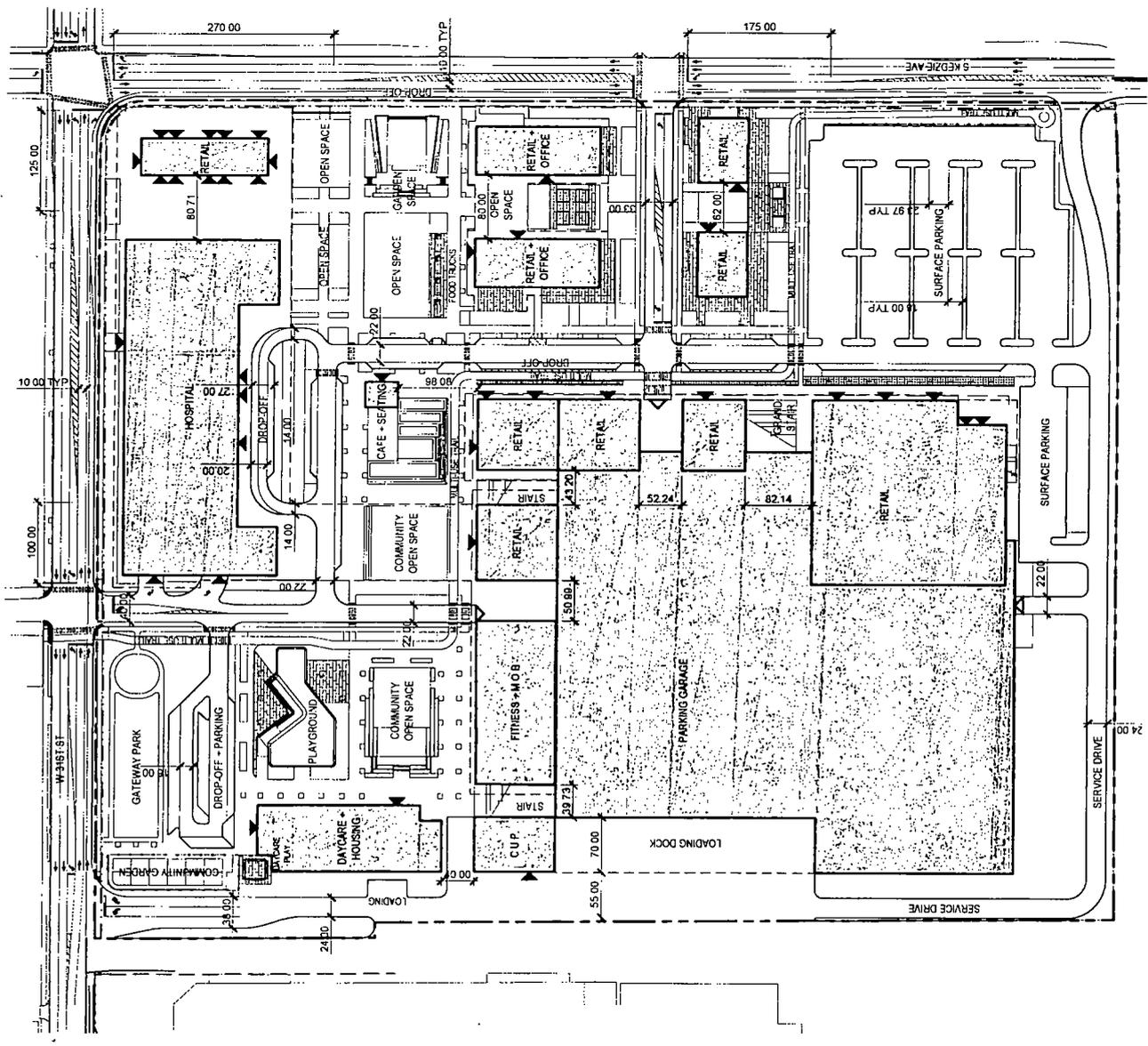
200'

400'

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603



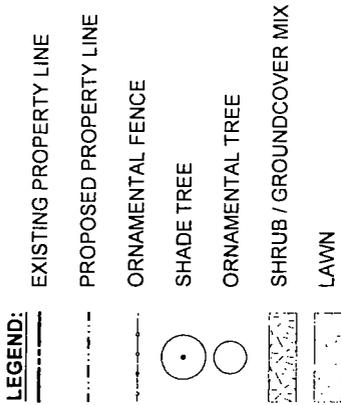
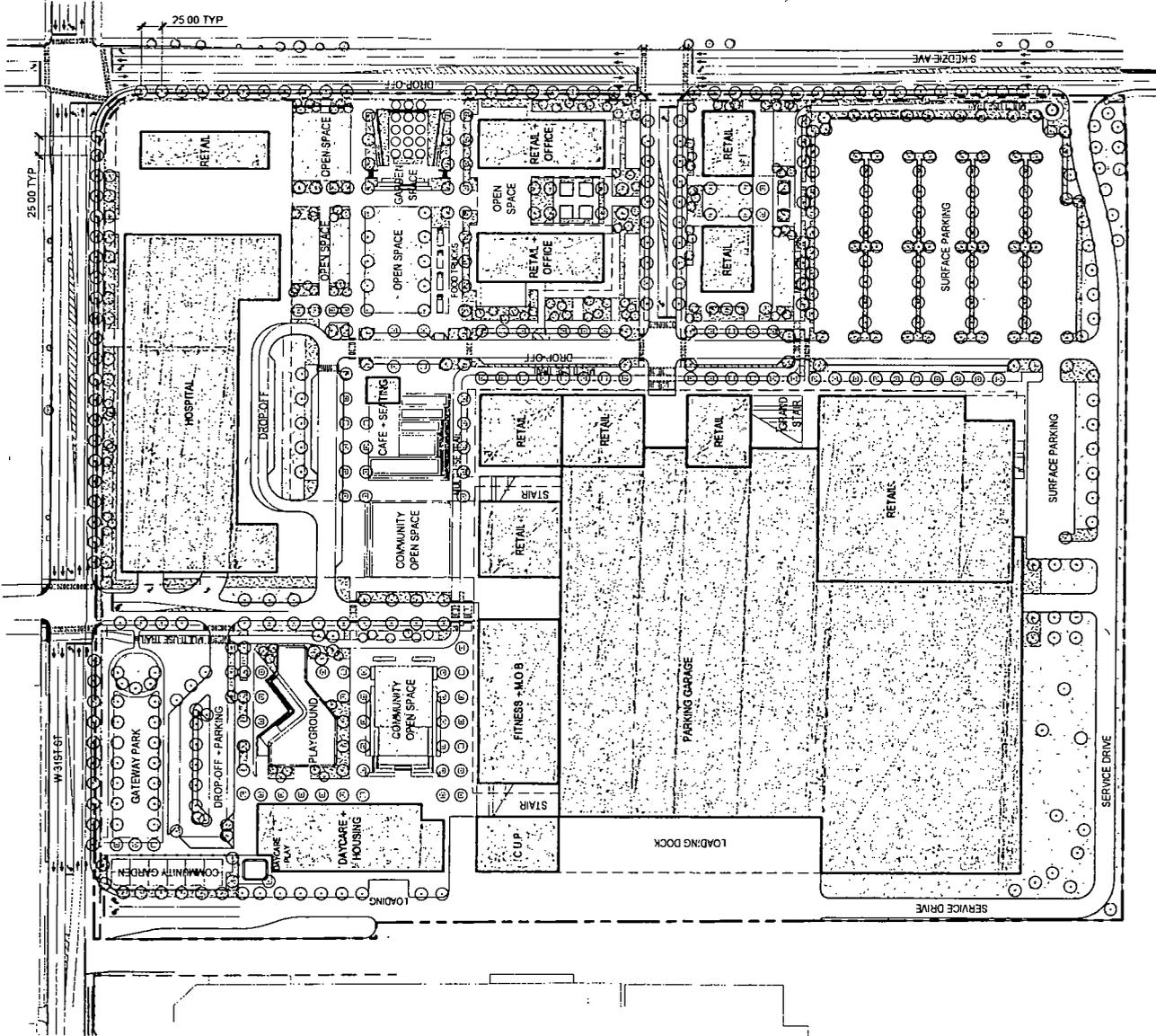
- LEGEND:**
- EXISTING PROPERTY LINE
  - - - PROPOSED PROPERTY LINE
  - - - BUILDING ABOVE
  - ▶ BUILDING ENTRANCE
  - ◁ GARAGE ENTRANCE
  - ▨ PERMEABLE PAVERS
  - ▩ PAVERS



# SITE PLAN

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_





**LANDSCAPE ORDINANCE SUMMARY:**

FAHWAY TREES		
LOCATION	ROW DISTANCE	ROW TREES
PUBLIC ROW	2.075 LF	1 PER 25' 83
		2.5 CALIPER TREES

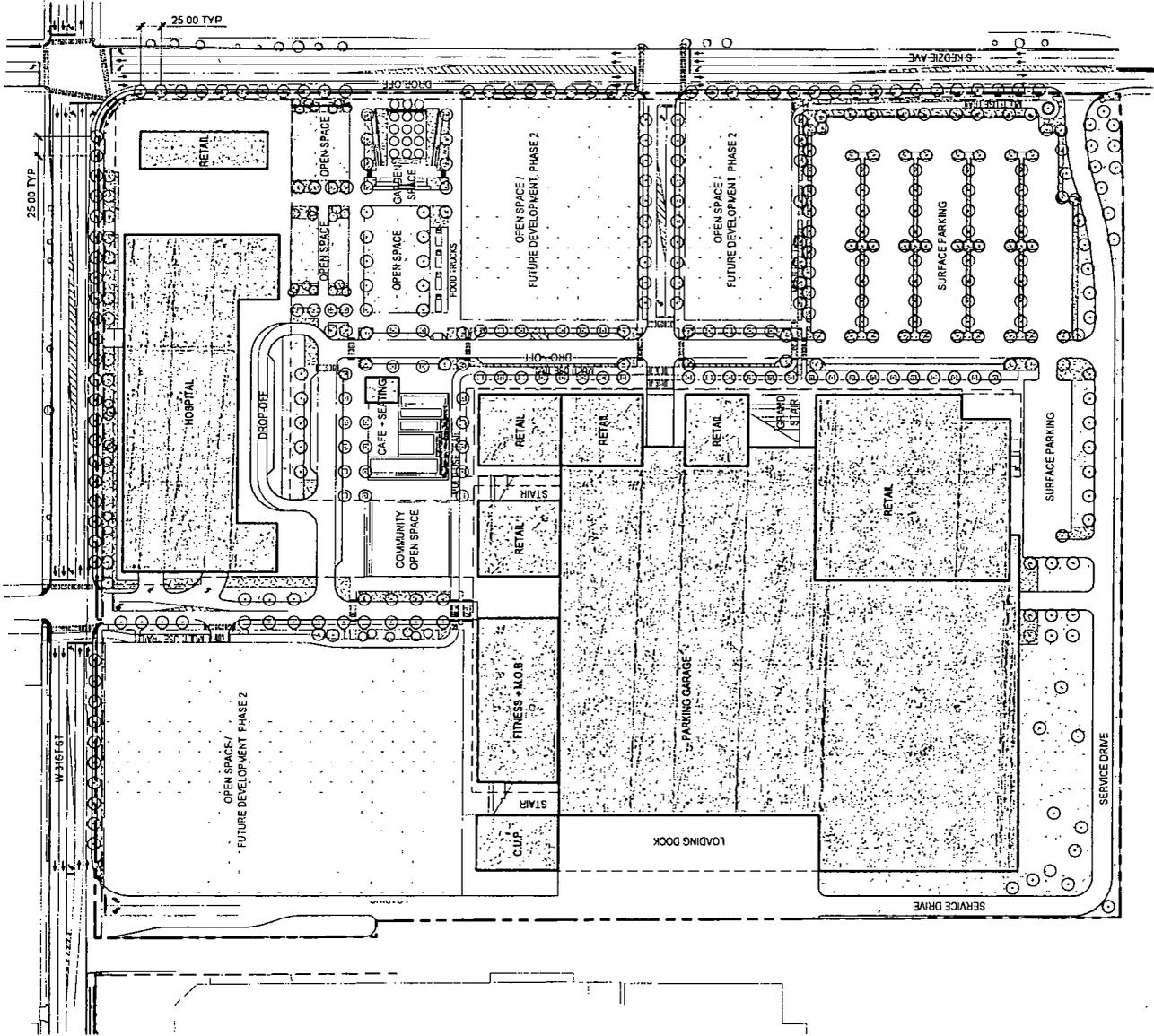
VEHICULAR USE AREAS		
LOCATION	SURFACE AMOUNT	LANDSCAPE REQUIREMENT
ALL ROADWAY SURFACE	84,400 SF	10% OF SF 8,440 SF
		LANDSCAPE PROVIDED 15,670 SF

TREE REQUIREMENT	REG. INTERIOR TREES	TREES PROVIDED
PER 178 SF OF REQUIRED LANDSCAPE	66	66

**LANDSCAPE PLAN**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION \_\_\_\_\_





**LEGEND:**

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- ORNAMENTAL FENCE
- SHADE TREE
- ORNAMENTAL TREE
- SHRUB / GROUND COVER MIX
- LAWN
- GRADED / SEEDED



**LANDSCAPE ORDINANCE SUMMARY:**

PARKWAY TREES			
LOCATION	R.O.W. DISTANCE	TREE SPACING	R.O.W. TREES
PUBLIC R.O.W.	2.071 LF	1 PER 25'	83
			2.5" CALIBER TREES

VEHICULAR USE AREAS			
LOCATION	SURFACE AMOUNT	LANDSCAPE REQUIREMENT	REQ. LANDSCAPE PROVIDED
ALL ROADSIDE SURFACE	84,400 SF	12% OF SF	8,440 SF
			15,670 SF

TREE REQUIREMENT	REQ. INTERIOR TREES	TREES PROVIDED
1 PER 125 SF OF REQUIRED LANDSCAPE	68	65

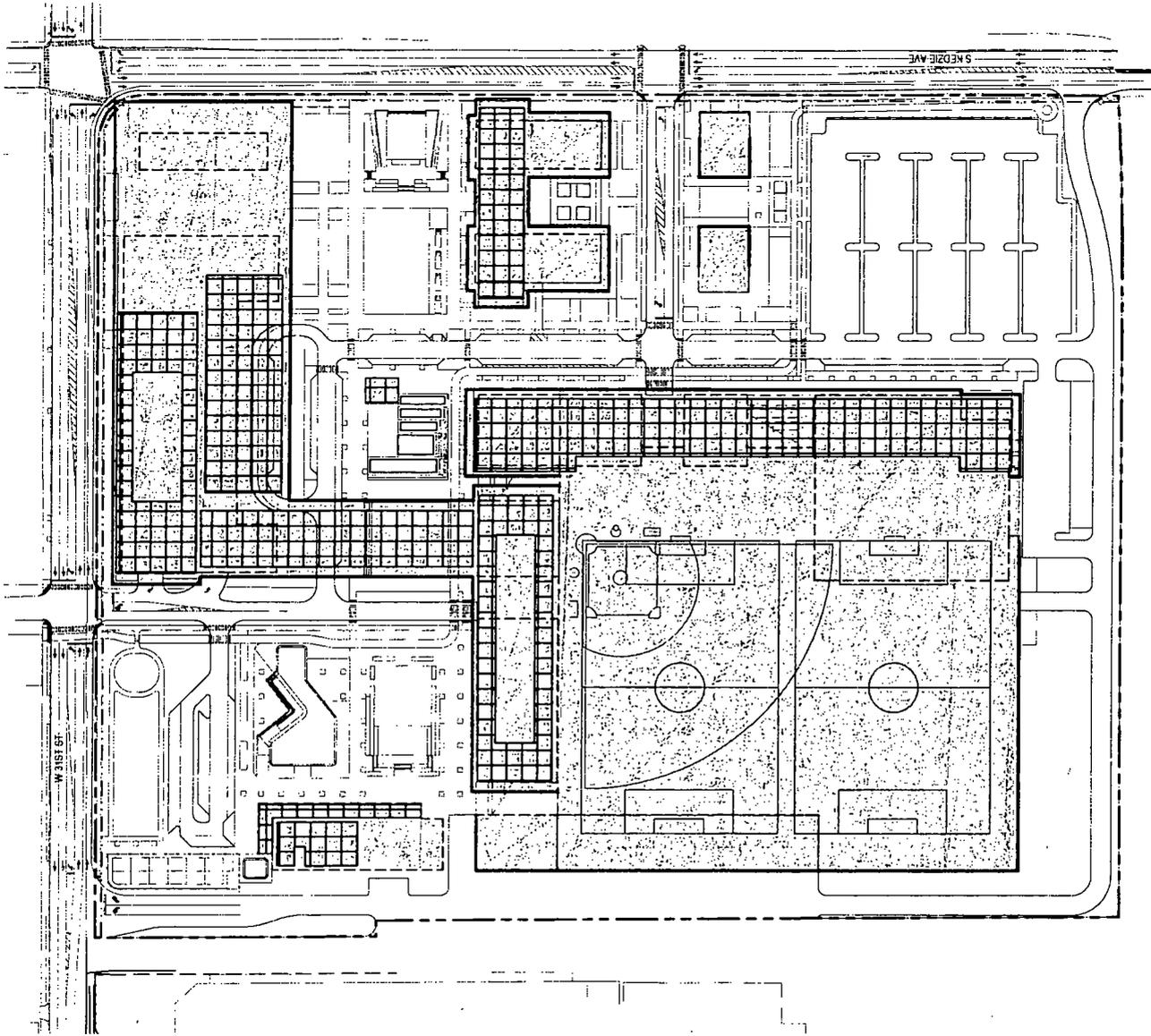
**LANDSCAPE PLAN: PHASE 1**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION \_\_\_\_\_



30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603





**LEGEND:**

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - BUILDING BELOW
- ▤ GREEN ROOF

**GREEN ROOF CALCULATION**

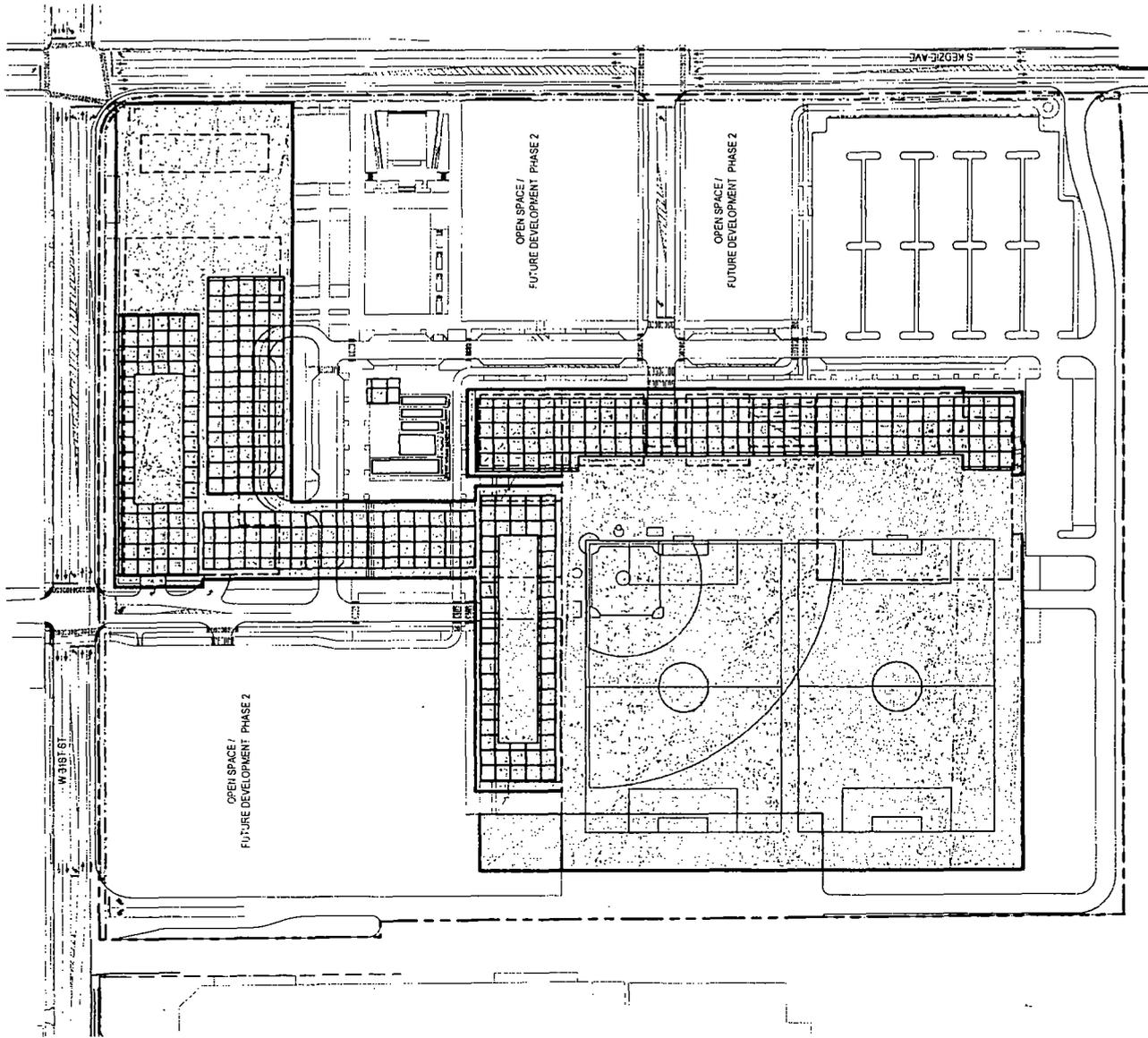
TOTAL ROOF AREA: 564,137 SF  
 TOTAL NET ROOF AREA: 541,986 SF  
 TOTAL VEGETATED ROOF AREA: 168,668 SF  
 31% OF NET ROOF AREA

**GREEN ROOF PLAN**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_



30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603



- LEGEND:**
- EXISTING PROPERTY LINE
  - - - PROPOSED PROPERTY LINE
  - - - BUILDING BELOW
  - ▤ GREEN ROOF

**GREEN ROOF CALCULATION**

TOTAL ROOF AREA: 503,791 SF  
 TOTAL NET ROOF AREA: 481,951 SF  
 TOTAL VEGETATED ROOF AREA: 146,914 SF  
 30% OF NET ROOF AREA

**GREEN ROOF PLAN: PHASE 1**

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER 2021  
 PLAN COMMISSION: \_\_\_\_\_

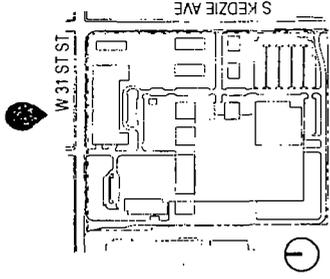
①

0' 100' 200'

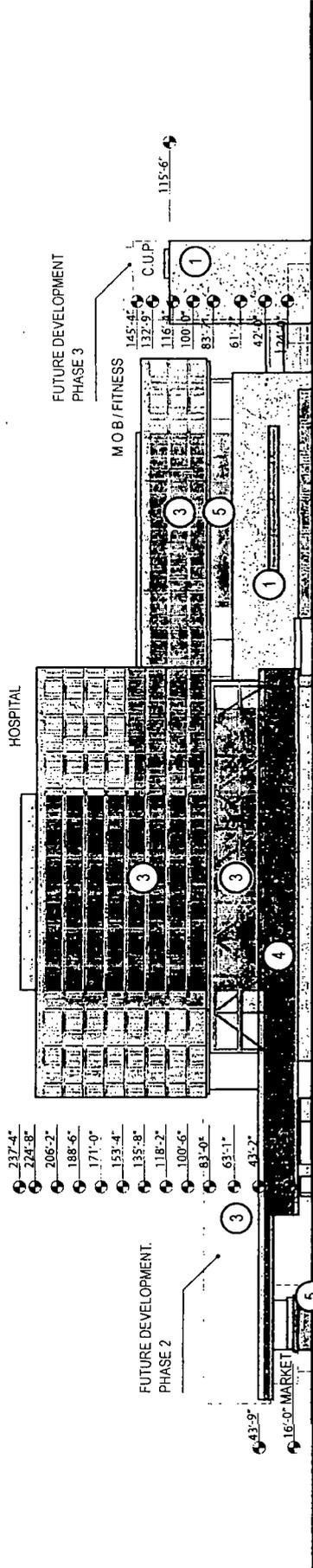
400'

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603





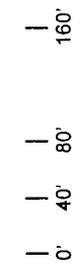
- 1. MASONRY
- 3. GLASS CURTAIN WALL
- 4. PANELIZED METAL FACADE
- 5. GLASS STOREFRONT

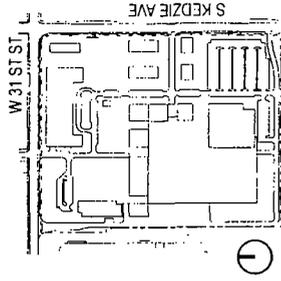


## NORTH ELEVATION: PHASE 1

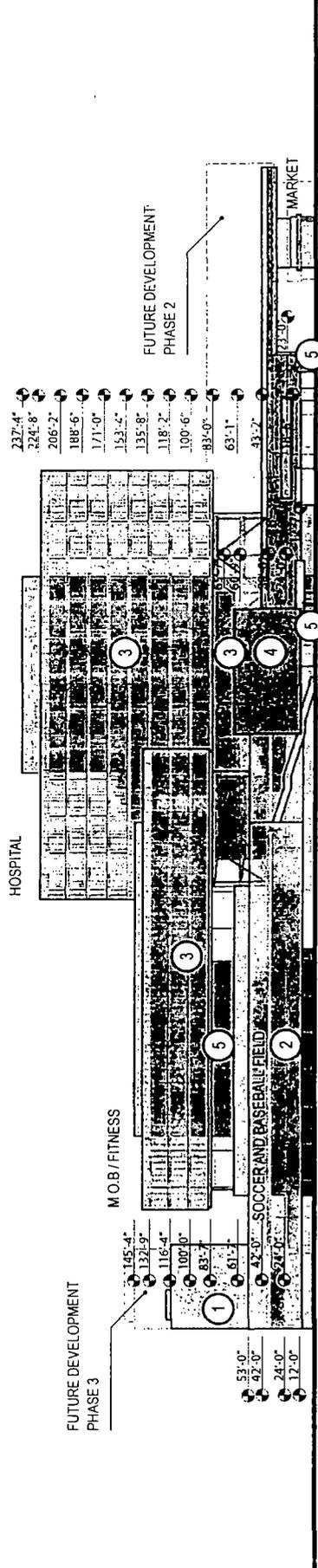
APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_\_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603





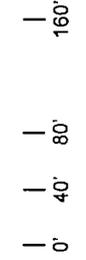
- 1. MASONRY
- 2. PERFORATED METAL
- 3. GLASS CURTAIN WALL
- 4. PANELIZED METAL FACADE
- 5. GLASS STOREFRONT

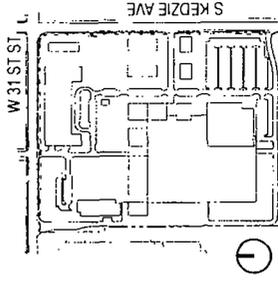


## SOUTH ELEVATION: PHASE 1

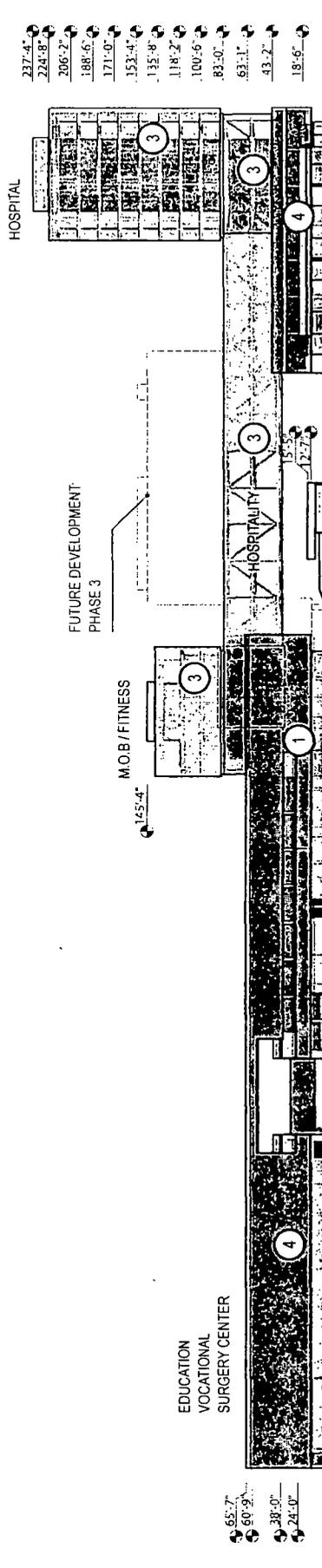
APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603



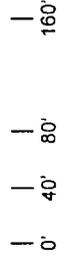


- 1. MASONRY
- 3. GLASS CURTAIN WALL
- 4. PANELIZED METAL FACADE



# EAST ELEVATION: PHASE 1

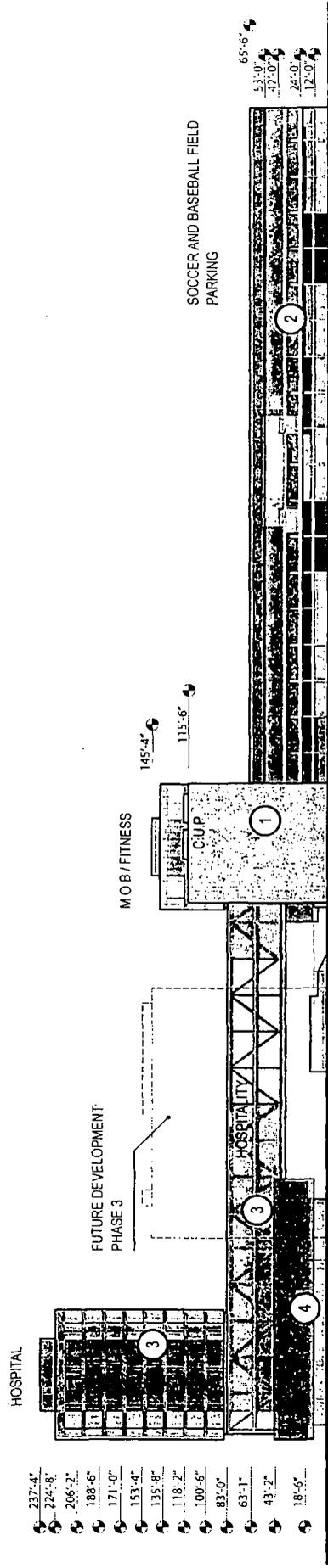
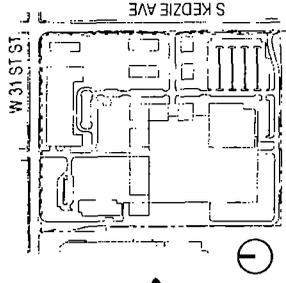
APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_



30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603



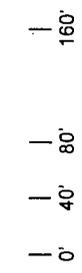
1. MASONRY
2. PERFORATED METAL
3. GLASS CURTAIN WALL
4. PANELIZED METAL FACADE
5. GLASS STOREFRONT



# WEST ELEVATION: PHASE 1

APPLICANT: CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
 ADDRESS: 3201-3345 WEST 31ST STREET AND 3100-3258 SOUTH KEDZIE AVENUE  
 INTRODUCED: NOVEMBER \_\_, 2021  
 PLAN COMMISSION: \_\_\_\_\_

30 WEST MONROE  
 SUITE 700  
 CHICAGO, IL 60603



Chicago Builds Green.  
(Page 1 of 3)

Project Name:

Project Location: \* Street Number (if the address only includes one street number, please use only the cell "From")

From	To	Direction	Street Name	Select Street Type
3201	3345	West	31st	Street
3100	3258	South	Kedzie	Avenue

Ward No:  County Area No:

Project Type: Check applicable

Planned Development     
  Redevelopment Agreement     
  Zoning Change

PD No:      
 RDA No:      
 From:  To:

Public project     
  Landmark

Project Size:

Total land area in sq ft	Total building(s) footprint in sq ft	Total vehicular use area in sq ft
1,258,598	553,615	84,400

DPD Project Manager: Enter First Name Last Name

BG/GR Matrix: Select project category

Financial Incentives: Check applicable

TIF     
  Empowerment Zone Grant     
  Class L  
 GRIF     
  Ind. Dev. Revenue Bond     
  Class 6b  
 SBIF     
  Bank Participation Loan     
  DOH  
 Land Sale White Down

Density Bonus: Check applicable

Public plaza & pocket park     
  Water features in a plaza or pocket park  
 Chicago Riverwalk improvements     
  Setbacks above the ground floor  
 Winter gardens     
  Lower level planting terrace  
 Indoor through-block connection     
 Green roof  
 Sidewalk widening     
 Underground parking and loading  
 Arcades     
 Concealed above-ground parking

Chicago Builds Green.  
(Page 2 of 3)

Please complete, if applicable

Landscaping:

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

Square footage	3,816
Square footage	15,670
	68
	69

Open Space:

River Setback  
Private Open Space  
Privately developed Public Open Space

Square footage	
Square footage	404,655

Stormwater Management (At-grade volume control):

Permeable paving  
Rain garden  
Filter strip  
Bioswale  
Detention pond  
Native landscaping  
Rain-water collection cistern/barrel  
Total impervious area reduction

Square footage	5,121
Check applicable	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
Square footage	
Gallons	
Square footage	

Other sustainable surface treatments:

Green roof  
Energy Star roof  
High-albedo pavement

Square footage	168,668
Square footage	
Square footage	

Transportation:

No. of accessory parking spaces  
Total no. of parking spaces (Accessory + Non- Acc.)  
No. of parking spaces dedicated to car sharing services (E.g. I-Go, Zip-Car)  
No. of bicycle parking  
Within 600 ft of CTA or Metra station entrance

	1,194
	1,194
	194

Check if applicable

Chicago Builds Green.  
(Page 3 of 3)

Building Certification:

- |                                  |                                     |                                     |
|----------------------------------|-------------------------------------|-------------------------------------|
| Energy Star building             | <input type="checkbox"/>            | <input type="checkbox"/>            |
| LEED certification               | <input checked="" type="checkbox"/> |                                     |
| LEED Certified                   |                                     | <input type="checkbox"/>            |
| LEED Silver                      |                                     | <input checked="" type="checkbox"/> |
| LEED Gold                        |                                     | <input type="checkbox"/>            |
| LEED Platinum                    |                                     | <input type="checkbox"/>            |
| Chicago Green Homes              | <input type="checkbox"/>            |                                     |
| Chicago Green Homes [one-star]   |                                     | <input type="checkbox"/>            |
| Chicago Green Homes [two-star]   |                                     | <input type="checkbox"/>            |
| Chicago Green Homes [three-star] |                                     | <input type="checkbox"/>            |

Energy efficiency strategies  
not captured above:

IE Other than Energy Star Roof - or Energy Star Building  
Certification

EV Charger Stations, Bike Parking Residential, Bird Protection

Other sustainable strategies  
and/or Project Notes

#20869  
INTRO DATE  
Nov 17, 2021

CITY OF CHICAGO

APPLICATION FOR AN AMENDMENT TO  
THE CHICAGO ZONING ORDINANCE

1. ADDRESS of the property Applicant is seeking to rezone:  
3201-3345 West 31st Street and 3100-3258

2. Ward Number that property is located in: 22

3. APPLICANT Chicago Southwest Development Corporation, an Illinois not-for-profit corporation  
ADDRESS 2875 West 19th Street CITY Chicago  
STATE IL ZIP CODE 60623 PHONE 773-484-4300  
EMAIL guy@chicagosdc.com CONTACT PERSON Guy A. Medaglia, Pres. & CEO

4. Is the applicant the owner of the property? YES  NO  See Footnote #1  
If the applicant is not the owner of the property, please provide the following information regarding the owner and attach written authorization from the owner allowing the application to proceed.  
See Footnote #2

OWNER  
ADDRESS CITY  
STATE ZIP CODE PHONE  
EMAIL CONTACT PERSON

5. If the Applicant/Owner of the property has obtained a lawyer as their representative for the rezoning, please provide the following information:  
ATTORNEY Lenny D. Asaro, Partner, Faegre Drinker Biddle & Reath LLP  
ADDRESS 311 South Wacker Drive, Suite 4300  
CITY Chicago STATE IL ZIP CODE 60606  
PHONE 312-356-5111 FAX 312-212-6501 EMAIL lenny.asaro@faegredrinker.com

1. The Board of Education of the City of Chicago ("BOE") is the beneficial owner of 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue (PIN 16-35-201-012)(the "BOE Property") In 2012, the BOE agreed to convey said property to the City of Chicago ("City") and the City agreed to accept the conveyance In 2021, the City approved a redevelopment agreement ("RDA") with the Applicant Pursuant to the RDA, the BOE is ready, willing and able to convey the BOE Property to the City so that the City may convey said property to the Applicant for the proposed project described herein The Applicant owns the remaining properties described herein (i.e. 3244-3250 South Kedzie Avenue [PIN 16-35-203-006], 3200 South Kedzie Avenue and 3230 and 3354 West 31st Street [PIN: 16-35-203-002, -004 and -008] and 3345 West 31st Street [PIN: 16-35-201-007, -008, -010, -011 and -014]).  
2. The BOE owns 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue. The BOE's contact information is One North Dearborn, Suite 950, Chicago, IL 60602, Phone: 773-255-7215, Email: tdiamond@nealandleroy.com; Contact Person: Terry Diamond of Neal & Leroy, LLC, Outside Legal Counsel, Phone: 312-641-7144

6. If the applicant is a legal entity (Corporation, LLC, Partnership, etc.) please provide the names of all owners as disclosed on the Economic Disclosure Statements.

Chicago Southwest Community Organization, an Illinois not-for-profit corporation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. On what date did the owner acquire legal title to the subject property? (1) 3345 West 31st Street November 22, 2017, (2) 3244-3250 South Kedzie Avenue September 5, 2014; (3) 3200 South Kedzie Avenue, 3230 West 31st Street and 3354 West 31st Street October 22, 2018 The BOE has owned the BOE Property since the 1960's

8. Has the present owner previously rezoned this property? If yes, when? Yes On March 13, 2013, 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue was rezoned from M3-3, Heavy Industry District to C3-3, Commercial, Manufacturing and Employment District to Institutional Business Planned Development 1212 ("PD 1212")

9. Present Zoning District See Footnote 3 Proposed Zoning District See Footnote 4

10. Lot size in square feet (or dimensions) 1,352,957 SF (Gross Site Area)

11. Current Use of the property See Footnote 5.

12. Reason for rezoning the property Mandatory Planned Development pursuant to Sections 17-8-0504 (Hospitals, Colleges, Universities and Campus-Style Institutional Uses) 17-8-0510-A (Large Commercial Developments), 17-8-0510-B (Large Commercial Developments), 17-8-0515-A (Expansions of Existing Development) and 17-8-0515-B (Expansions of Existing Development).

13. Describe the proposed use of the property after the rezoning. Indicate the number of dwelling units; number of parking spaces; approximate square footage of any commercial space; and height of the proposed building. (BE SPECIFIC)  
See Exhibit A attached hereto.

14. The Affordable Requirements Ordinance (ARO) requires on-site affordable housing units and/or a financial contribution for residential housing projects with ten or more units that receive a zoning change which, among other triggers, increases the allowable floor area, or, for existing Planned Developments, increases the number of units (see attached fact sheet or visit [www.cityofchicago.org/ARO](http://www.cityofchicago.org/ARO) for more information). Is this project subject to the ARO?

YES  NO

3 (a) C3-1, Commercial, Manufacturing and Employment District; (b) M3-3, Heavy Industry District and (c) Institutional Business Planned Development No. 1212  
4 (a) C3-1, Commercial, Manufacturing and Employment District to C2-5, Motor Vehicle-Related Commercial District then to Residential-Institutional Business Planned Development, (b) M3-3, Heavy Industry District to C2-5, Motor Vehicle-Related Commercial District then to Residential-Institutional Business Planned Development, and (c) Institutional Business Planned Development No. 1212 to C2-5, Motor Vehicle-Related Commercial District then to Residential-Institutional Business Planned Development  
5 (1) 3345 West 31st Street vacant land/unoccupied small industrial building to be demolished, (2) 3244-3250 South Kedzie Avenue vacant land/unoccupied, (3) 3200 South Kedzie Avenue, 3230 West 31st Street and 3354 West 31st Street vacant land/unoccupied industrial building to be demolished, (4) 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue vacant land/unoccupied.

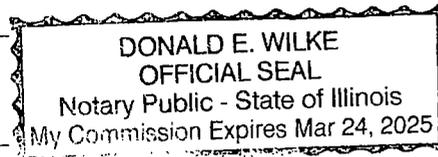
COUNTY OF COOK  
STATE OF ILLINOIS

Guy A. Medaglia, being first duly sworn 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  
28TH day of October, 2021

  
Notary Public



**For Office Use Only**

Date of Introduction: \_\_\_\_\_

File Number: \_\_\_\_\_

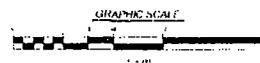
Ward: \_\_\_\_\_

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY  
OF

**FOCAL POINT**

31st STREET & KEDZIE AVENUE, CHICAGO, IL

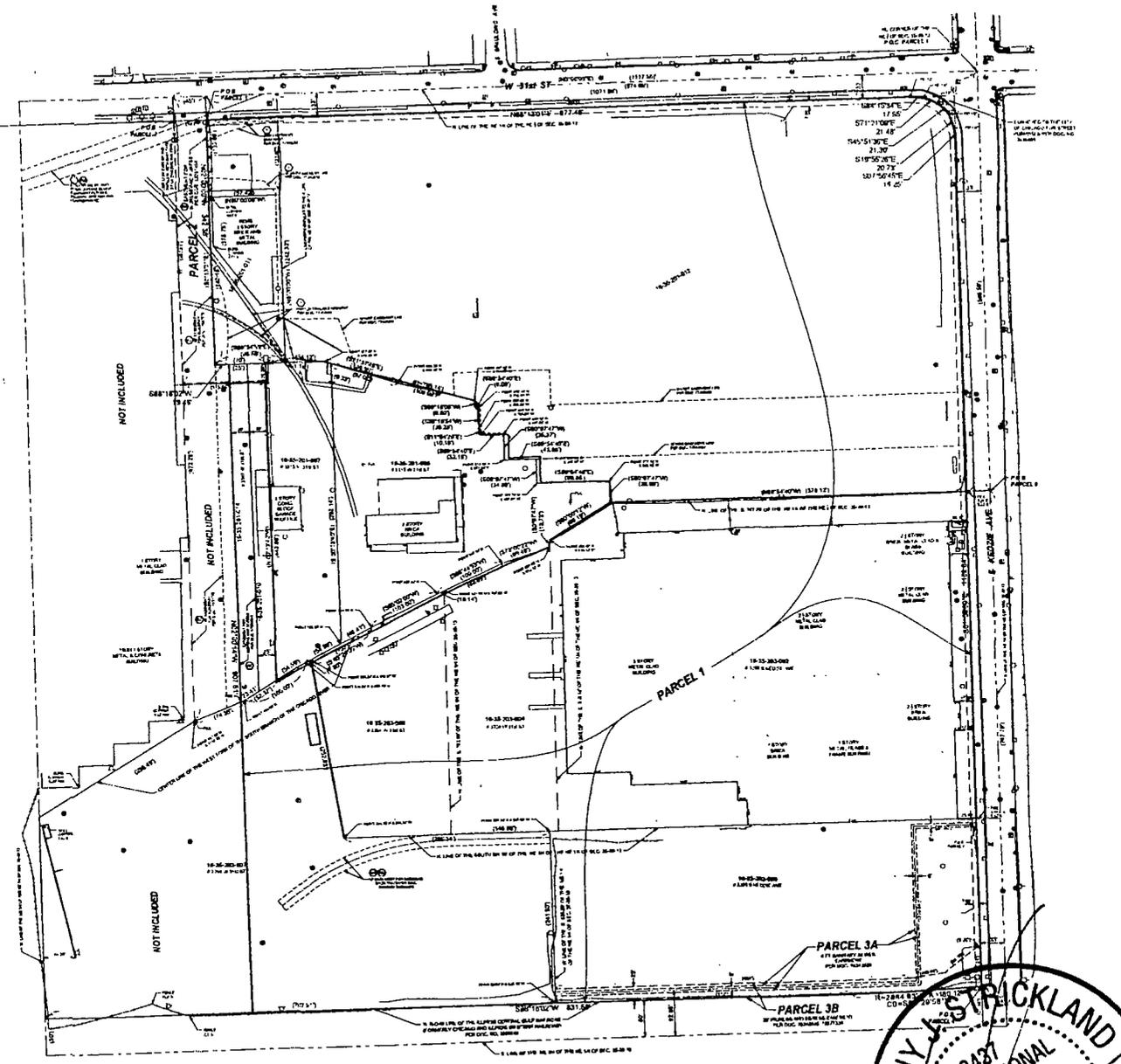
PART OF THE NORTH-EAST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS



**BASIS OF MEASUREMENTS**  
THE BASIS OF MEASUREMENT IS THE STATE PLANE COORDINATE SYSTEM 1983 AND IS 2011.200 FEET (6666.667 METERS) FROM THE CENTER OF THE EARTH TO THE POINT OF ORIGIN AT 4312467.417 NORTHING AND 171211.117 WESTING. THE STATE PLANE COORDINATE SYSTEM 1983 IS BASED ON THE NAD 83 DATUM. ALL MEASUREMENTS ARE IN THE HORIZONTAL PLANE.

**AREA TABLE**  
SURVEYED BOUNDARY = 4,472,146.00 FT. = 81.00 ACRES  
ADJACENT ROW TO SURVEYED BOUNDARY = 77,225.00 FT. = 1,776 ACRES  
PROPOSED ROW IN SURVEYED BOUNDARY = 17,128.00 FT. = 3.94 ACRES

VICINITY MAP  
NOT TO SCALE



**GENERAL NOTES**

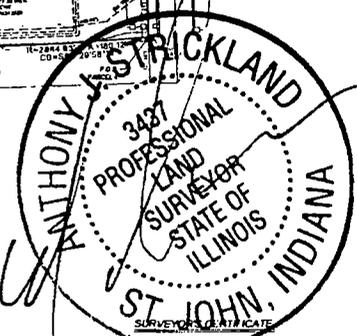
- COMPARE THIS PLAN LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MEASUREMENTS WITH ANY CONSTRUCTION AND RECORDS TO BE KEPT FOR DISCREPANCY TO SURVEYOR.
- DO NOT SCALE DIMENSIONS FROM THIS PLAN.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THE PLAN ARE BASED UPON THE DESCRIPTION AND MEASUREMENTS FURNISHED BY THE CLIENT TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS OFFERED MAY NOT REFLECT ACTUAL DIMENSIONS BUT REFLECTS WHAT WAS PROVIDED FOR OWNERSHIP CONVEYANCE.
- UNSATURATED UTILITY LINES OR INFORMATION ARE BASED ON FIELD LOCATED STRUCTURES IN COORDINATION WITH ATLAS INFORMATION PROVIDED BY UTILITY COMPANIES THROUGH OFFICE OF UNDERGROUND COORDINATION SYSTEM (UCS) PROCESS. SEE UTILITY ATLAS NOTES FOR SPECIFICS.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH UTILITIES ARE LOCATED BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS COMPOSTED TURF GRASS, SAND DIRT, PAVING OR GRASS AT THE TIME OF THIS SURVEY. SHOW DO NOT COVER THE LOTS, LAMP STANDERS, SYSTEMS, OR ANY OTHER ITEMS SHOWN ON THIS SURVEY.
- OTHER THAN MOBILE OBSERVATIONS NOTED HEREON THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OF ANY STRUCTURE.
- CALL BLDG. AT 312-744-7808 FOR FIELD LOCATION OF ALL UNRECORDED UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OWNERS AND HOLDERS OF ANY EASES AND EASEMENTS, HOWEVER, THEIR EXISTENCE AND DIMENSIONS HAVE NOT BEEN SHOWN.
- RESTRICTIONS THAT MAY BE PLACED BY LOCAL, STATE, AND/OR FEDERAL AGENCIES HAVE NOT BEEN SHOWN. RIGHTS AND BURDEN RESTRICTIONS IF ANY HAVE NOT BEEN SHOWN. ONLY THOSE EASES THAT APPEAR WITHIN THE RECORDED INSTRUMENT OR IN THE TITLE COMMITMENT HAVE BEEN SHOWN. THIS SURVEY IS SUBJECT TO EASEMENTS AS SHOWN HEREON PURSUANT TO CITY OF CHICAGO ZONING ORDINANCES AS AMENDED. IN NO EVENT IS THERE A STATEMENT THAT THERE IS A BASIS FOR AN INTERPRETATION OF A RESTRICTION. THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION.
- PER CITY OF CHICAGO ZONING MAP 390, A PORTION OF THE NORTH-EAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IS ZONED M-1.5 (MEDIUM DENSITY RESIDENTIAL) AND PART IS ZONED PD-132 (PLANNED DEVELOPMENT) DISTRICT OF CHICAGO ZONING ORDINANCES FOR SPECIFICS.
- CHICAGO TITLE INSURANCE COMPANY POLICY NUMBER 144-0000000-03 EFFECTIVE DATE 01/01/2010 BY ANY PRINTED STATEMENT WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF THE PREPARATION OF THIS SURVEY. SEE NOTES FROM POLICY 144-0000000-03.

**LEGEND**

Symbol	Description
—	Surveyed Boundary
---	Unsurveyed Boundary
---	Proposed Boundary
---	Adjacent Row
---	Proposed Row
---	Utility Line
---	Structure
---	Easement
---	Other

**ABBREVIATIONS**

Abbreviation	Full Name
ALTA	ALTA/NSPS
NSPS	NSPS
UCS	Underground Coordination System
...	...



*Anthony J. Strickland*

STATE OF ILLINOIS  
COUNTY OF COOK  
TO CHICAGO SOUTHWEST DEVELOPMENT CORPORATION  
CHICAGO TITLE INSURANCE COMPANY  
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE OFFICIAL STANDARD SURVEY REQUIREMENTS FOR ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEYS AS ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5 AND 6 OF TABLE A THEREOF.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ETHICS AND STANDARDS FOR BOARDERS AND TOPOGRAPHIC SURVEYS.  
THE FIELD WORK WAS COMPLETED ON FEBRUARY 13, 2018.  
DATED THIS 27TH DAY OF OCTOBER, A.D. 2018.  
[Signature]  
ALTA/NSPS PROFESSIONAL AND SURVEYOR NO. 3427  
REGISTERED IN THE STATE OF ILLINOIS  
VI. CHICAGO TITLE INSURANCE COMPANY POLICY NO. 144-0000000-03  
THIS SURVEY WAS MADE IN ACCORDANCE WITH THE CITY OF CHICAGO ZONING ORDINANCES FOR SPECIFICS.

	Engineers Scientists Surveyors	7325 Janney Avenue, Suite 100 Woodridge, IL 60517 630.724.0200 voice 630.724.0384 fax v300.com	PROJECT CHICAGO SOUTHWEST DEVELOPMENT CORP 315 W. C. 1811 STREET CHICAGO, IL 60623 773-464-1887	REVISIONS 1. 01/15/18 REVISED TO ADD EASEMENTS TO PARCELS 2. 01/22/18 REVISED TO CORRECT EASEMENT CALL 3. 02/13/18 REVISED TO CORRECT EASEMENT CALL 4. 02/13/18 REVISED TO CORRECT EASEMENT CALL 5. 02/13/18 REVISED TO CORRECT EASEMENT CALL	ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY FOCAL POINT, 31st STREET & KEDZIE AVENUE, CHICAGO, IL DRAWING COMPLETED 02/13/18 FIELD WORK COMPLETED 02/13/18	PROJECT MANAGER: AJS CHECKED BY: MJP DATED BY: MJP SCALE: 1" = 30' SHEET NO. VP01.1 OF 2
	13122 CDDC		VP01.1		1 of 2	

ALTANSPS LAND TITLE AND TOPOGRAPHIC SURVEY OF

FOCAL POINT

31st STREET & KEDZIE AVENUE, CHICAGO, IL

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCED AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 25, THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 300 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING.

PARCEL 2

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 3

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 4

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 5

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 6

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 7

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 8

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 9

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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UTILITY ATLAS NOTES

OFFICE OF UNDERGROUND COORDINATION DESIGN STAGE (HOURS) OUC FILE #0219-01152 RECEIVED 03/31/2019

CONTACT PROVIDED BY: CHICAGO DEPARTMENT OF PUBLIC WORKS CONTACTED BY: OUC REGULATORY UTILITY ATLAS INFORMATION BETWEEN 3/28/2019 AND 3/29/2019

Table with columns CONTACTS and RESPONSE. Lists utility companies like AT&T, AMTRAK, and CHICAGO PARK DISTRICT with their response status.

FLOOD HAZARD NOTE

THIS PROPERTY IS IN AN AREA DETERMINED TO BE SUBJECT TO THE FLOOD HAZARD CHANCE FLOODPLAIN (FLOOD) AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD PREVALENCE MAPS OF COOK COUNTY, ILLINOIS, A RECORDED MAPS COMMUNITY PANEL NO. 1, FPM00040 EFFECTIVE DATE AUGUST 16, 2001

NOTES FROM SCHEDULE B

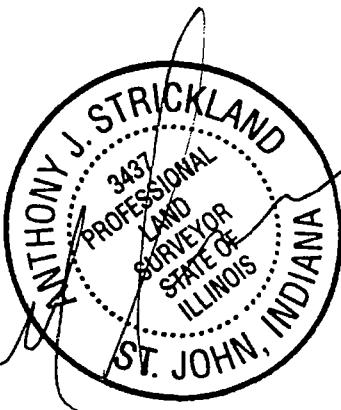
Table with columns EXCEPTIONS and PLOTTED NOTES. Lists various survey notes and exceptions.

IF DOCUMENT NOT PROVIDED FOR SURVEYOR USE ALL OTHER SCHEDULE B ITEMS ARE NON-PLOTTABLE OR NOT A SURVEY MATTER

Engineers 7326 James Avenue, Suite 100 Woodridge, IL 60517 630 724 0200 voice 630 724 0286 fax v3cp.com

Table with columns NO., DATE, and DESCRIPTION. Lists survey points and descriptions.

ALTANSPS LAND TITLE AND TOPOGRAPHIC SURVEY FOCAL POINT 31st STREET & KEDZIE AVENUE, CHICAGO, IL DRAWING COMPLETED 05/21/18 CHECKED BY JLS PROJECT MANAGER AJS SHEET NO. 2 OF 2



WRITTEN NOTICE  
AFFIDAVIT  
(Section 17-13-0107)

November 10, 2021

Honorable Thomas M. Tunney  
Chairman, Committee on Zoning  
121 North LaSalle Street  
Room 304, City Hall  
Chicago, Illinois 60602

Re: Zoning Amendment Application/Planned Development Application  
3201-3345 West 31st Street and 3100-3258 South Kedzie Avenue, Chicago, IL

The undersigned, **LENNY D. ASARO**, Attorney-Partner, Faegre Drinker Biddle & Reath, LLP, on behalf of the Applicant, Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, being first duly sworn on oath deposes and states the following:

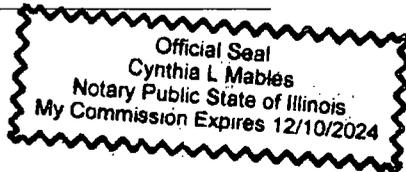
The undersigned certifies that he has complied with the requirements of Section 17-13-0107 of the Chicago Zoning Ordinance, by causing written notices to be sent to such property owners who appear to be the owners of the property within the subject area not solely owned by the Applicant, and to the owners 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 the 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 **November 17, 2021**.

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.

*Lenny D. Asaro*

Signature



Subscribed and Sworn to before me this  
10<sup>th</sup> day of November, 2021.

*Cynthia L. Mables*

Notary Public



Lenny D. Asaro  
Partner  
lenny.asaro@faegredrinker.com  
+1 312 356 5111 direct

Faegre Drinker Biddle & Reath LLP  
311 South Wacker Drive, Suite 4300  
Chicago, Illinois 60606  
+1 312 212 6500 main  
+1 312 212 6501 fax

November 1, 2021

**VIA FIRST CLASS U.S. MAIL**

Dear Property Owner:

Re: Zoning Amendment Application/Planned Development Application  
3201-3345 West 31st Street and 3100-3258 South Kedzie Avenue, Chicago, IL

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 or about **November 17, 2021**, the undersigned will file an application for a change in zoning from: (a) C3-1, Commercial, Manufacturing and Employment District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development; (b) M3-3, Heavy Industry District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development and (c) Institutional Business Planned Development No. 1212 to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development, on behalf of **Chicago Southwest Development Corporation**, an Illinois not-for-profit corporation (the "Applicant") for the property located at **3201-3345 West 31<sup>st</sup> Street and 3100-3258 South Kedzie Avenue** (the "Property"). The Applicant is the owner of the majority of the Property, said part commonly known as 3244-3250 South Kedzie Avenue, 3200 South Kedzie Avenue, 3230 and 3354 West 31st Street and 3345 West 31st Street ("Applicant Property"). The Board of Education of the City of Chicago ("BOE") is the beneficial owner of the remainder of the Property, said remainder part commonly known as 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue ("BOE Property"). The BOE has agreed to convey the BOE Property to the City and in April 2021, the Chicago City Council approved a redevelopment agreement between the City and Applicant pursuant to which the City agreed to convey the BOE Property to the Applicant so that the Applicant can rezone and redevelop the Subject Property. Pursuant to the redevelopment agreement, the City has authorized the filing of the zoning application.

The Applicant intends to develop the Property into a new Saint Anthony Hospital, fitness and medical office building, central utility plant (CUP), commercial, retail, outdoor athletic field, vocational school, surgical center, multi-unit residential above the ground floor, daycare, office, parking and accessory and incidental uses related thereto.

The Applicant is located at 2875 West 19<sup>th</sup> Street, Chicago, IL 60623. **The contact person for this application is attorney Lenny D. Asaro, Partner, Faegre Drinker Biddle & Reath LLP, 311 S. Wacker Drive, Suite 4300, Chicago, IL 60606; Phone: 312-356-5111.**

November 1, 2021

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.

Very truly yours,

*Lenny D. Asaro*

Lenny D. Asaro

Partner

Faegre Drinker Biddle & Reath LLP



DEPARTMENT OF PLANNING AND DEVELOPMENT  
CITY OF CHICAGO

November 8, 2021

Chairman Thomas Tunney  
Committee on Zoning, Landmarks and Building Standards  
121 N LaSalle St, Room 304  
Chicago, IL 60602

Re: Owner's Consent to file Planned Development Application  
Chicago Southwest Development Corporation – Focal Point  
3100 S Kedzie  
PIN 16-35-201-012

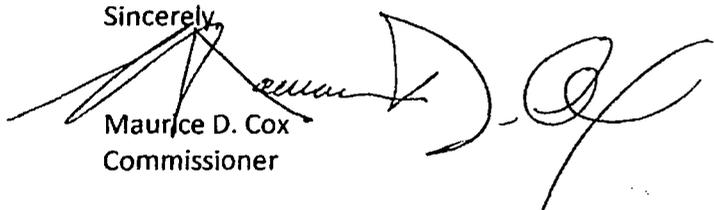
Dear Chairman Tunney,

This letter serves to inform you that the City of Chicago owns the above referenced property in trust for Chicago Public Schools and, pursuant to written direction from Chicago Public Schools, consents to the Chicago Southwest Development Corporation to file a planned development application to allow for redevelopment of the property.

The City has the right to acquire full title to the property from the Chicago Public Schools, and City Council has previously approved the sale of the property by the City to Chicago Southwest Development Corporation for the proposed Focal Point mixed use and institutional development project.

This consent letter does not constitute the City's endorsement or approval of the exhibits or statements in the planned development application. The PD exhibits and statements will be revised as needed prior to a future Chicago Plan Commission meeting.

Sincerely,

  
Maurice D. Cox  
Commissioner

CC: P. Murphey, Zoning Administrator

**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:

Chicago Southwest Development Corporation, an Illinois not-for-profit corporation

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(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: 2875 W. 19th Street, Chicago, IL 60623

C. Telephone: 312-356-5111 Fax: 312-212-6501 Email: lenny.asaro@faegredrinker.com

D. Name of contact person: Lenny D. Asaro, Partner, Faegre Drinker Biddle & Reath, LLP

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Applicant seeks to rezone and redevelop 3201-3345 West 31st Street and 3100 and 3258 South Kedzie Avenue into a multi use develop anchored by a new Saint Anthony Hospital

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # NA and Contract # NA

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |
- 

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

---

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Appendix D attached hereto	

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2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
------	------------------	--------------------------------------

See Appendix E attached hereto.

### SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

NA

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

NA

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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. 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 whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
--	------------------	--	--

See Appendix F attached hereto

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before 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 subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any 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.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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 MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
None		

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 (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.

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:

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**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, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

---

---

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(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, as amended, 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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.

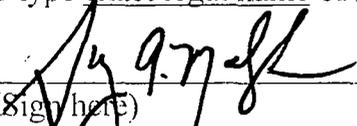
E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

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

Chicago Southwest Development Corporation, an Illinois not-for-profit corporation

(Print or type exact legal name of Disclosing Party)

By:   
(Sign here)

Guy A. Modaglia

(Print or type name of person signing)

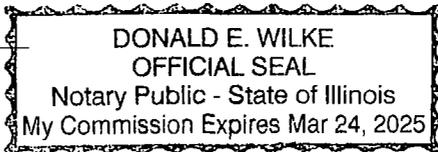
President & CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) OCTOBER 28, 2021,

at COOK County, ILLINOIS (state).

  
Notary Public



Commission expires: MARCH 24, 2025

**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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC 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% 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

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (j) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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## APPENDIX D TO ECONOMIC DISCLOSURE STATEMENT

### Officers

Chair	Peter V. Fazio, Jr.
Vice Chair	Dorval R. Carter, Jr.
President	Guy A. Medaglia

### Board Members

Peter V. Fazio, Jr.
Dorval R. Carter, Jr.
Guy A. Medaglia

APPENDIX E TO ECONOMIC DISCLOSURE STATEMENT

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST IN THE APPLICANT
Chicago Southwest Community Organization, an Illinois not-for-profit corporation	2875 W. 19 <sup>th</sup> Street, Chicago, IL 60623	100%

APPENDIX F TO ECONOMIC DISCLOSURE STATEMENT



NAME (INDICATE WHETHER RETAINED OR ANTICIPATED TO BE RETAINED)	BUSINESS ADDRESS	RELATIONSHIP TO DISCLOSING PARTY (SUBCONTRACTOR, ATTORNEY, LOBBYIST, ETC.)	FEES (INDICATE WHETHER PAID OR ESTIMATED) NOTE: "HOURLY RATE" OR "T.B.D." IS NOT AN ACCEPTABLE RESPONSE
Faegre Drinker Biddle & Reath LLP (Retained)	311 S. Wacker Drive, Suite 4300, Chicago, IL 60606	Attorney	\$25,000 (Estimate)
JLL (Anticipated)	200 E. Randolph Drive, Chicago, IL 60601	Real Estate Development Consultant	\$10,000 (Estimate)
True North Consultants, Inc. (Retained)	1000 East Warrenville Road, Suite 140, Naperville, IL 60563	Environmental Consultant	\$138,000 (Estimate)
Renzi & Associates (Retained)	970 N. Oaklawn Ave., #303, Elmhurst, IL 60126	Real Estate Appraisal Consultant	\$2,500 (Estimate)
HDR Inc. (Retained)	30 W. Monroe Street, Suite 700, Chicago, IL 60603	Architect	\$385,000 (Estimate)
CCS International, Inc. (Anticipated)	1815 South Meyers Rd., Suite 1070, Oak Brook Terrace, IL 60181	Consultant	\$45,000 (Estimate)
Joseph Capile (Retained)	-	Real Estate Development Consultant	\$195,000 (Estimate)
Kimley Horn (Retained)	111 West Jackson Blvd, Suite 1320, Chicago, IL 60604	Traffic Consultant	\$50,000 (Estimate)



**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:

Chicago Southwest Community Organization, an Illinois not-for-profit corporation

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: Chicago Southwest Development Corporation, an Illinois not-for-profit corporation

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(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: 2875 W. 19th Street, Chicago, IL 60623

C. Telephone: 312-356-5111 Fax: 312-212-6501 Email: lenny.asaro@faegredrinker.com

D. Name of contact person: Lenny D. Asaro, Partner, Faegre Drinker Biddle & Reath, LLP

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Applicant seeks to rezone and redevelop 3201-3345 West 31st Street and 3100 and 3258 South Kedzie Avenue into a multi use develop anchored by a new Saint Anthony Hospital

G. Which City agency or department is requesting this EDS? Department of Planning and Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # NA and Contract # NA

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |
- 

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

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3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes                       No                       Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Appendix D attached hereto	
<hr/>	
<hr/>	

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
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NA

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### SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

NA

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Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes

No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

NA

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### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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. 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 whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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NA

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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. 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, during the 5 years before 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 subparagraph (b) above;
  - d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, during the 5 years before 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.
4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).
5. Certifications (5), (6) and (7) 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any 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.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

NA

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

NA

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13. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

NA

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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 MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
None		

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 (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.

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:

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**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, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(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, as amended, 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," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

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

Chicago Southwest Community Organization, an Illinois not-for-profit corporation

(Print or type exact legal name of Disclosing Party)

By: *Guy A. Medaglia*  
(Sign here)

Guy A. Medaglia

(Print or type name of person signing)

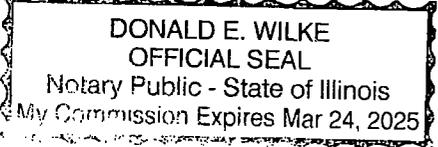
President & CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) OCTOBER 28, 2021,

at COOK County, ILLINOIS (state).

*[Signature]*  
Notary Public



Commission expires: MARCH 24, 2025

**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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC 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% 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

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A ~ I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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## APPENDIX D TO ECONOMIC DISCLOSURE STATEMENT

### Officers

Chair	Peter V. Fazio, Jr.
Vice Chair	Dorval R. Carter, Jr.
President	Guy A. Medaglia

### Board Members

Peter V. Fazio, Jr.
Dorval R. Carter, Jr.
Guy A. Medaglia



**Board of Education of the City of Chicago  
Law Department**

Joseph T. Moriarty  
General Counsel

1 North Dearborn Street, Suite 900  
Chicago, IL 60602  
Telephone: (773) 553-1700  
Fax: (773) 553-1701

November 8, 2021

Maurice D. Cox, Commissioner  
Department of Planning & Development  
City of Chicago  
121 N. LaSalle Street, Room 1000  
Chicago, IL 60202  
Attn: Michael Gaynor and Noah Szafranec

**Re: Authorization to the City of Chicago and the Chicago Southwest Development Corporation to File an Amendment to Plan Development #1212 Former Washburne Trade School Site at 3100 S. Kedzie**

Dear Commissioner Cox:

The City of Chicago in Trust for Use of Schools ("City") holds title to the former Washburne Trade School Site at 3100 S. Kedzie ("Property") for the Chicago Board of Education ("Board"). The Board has agreed to transfer title to the Property to the City for redevelopment pursuant to an Intergovernmental Agreement dated December 5, 2012 ("IGA").

The City has entered into a Redevelopment Agreement ("RDA") with Chicago Southwest Development Corporation ("CSDC") to construct a new St. Anthony Hospital and other facilities on the Property. CPS has been advised this requires an amendment to Plan Development #1212.

As a matter of law, CSDC is required to obtain authorization from the owner of the Property prior to filing an application to rezone the Property. Pursuant to the IGA the Board hereby authorizes the City and CSDC to file an amendment to PD #1212 for the former Washburne Property.

Commissioner Maurice D Cox  
Chicago Department of Planning & Development  
November 8, 2021  
Page 2

This authorization shall not be deemed nor construed as the Board's approval of the proposed amendment to Plan Development #1212. This authorization is for the sole purpose of fulfilling the legal requirement that the CSDC secure the owner's permission prior to filing its application. No K-12 Charter School(s) shall be permitted on the Property or by the Plan Development.

Please contact the Board's counsel Terry Diamond [tdiamond@nealandleroy.com](mailto:tdiamond@nealandleroy.com) at (312) 628-7048 if you have any questions. Thank you.

Sincerely,

DocuSigned by:

*Joseph T. Moriarty*

Joseph Moriarty  
General Counsel  
Chicago Board of Education

Ccs: via e-mail

Langdon Neal  
Terry Diamond  
Lenny Asaro

**EXHIBIT A**

Proposed Uses:	The Applicant requests a rezoning of the Property from (a) C3-1, Commercial, Manufacturing and Employment District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development; (b) M3-3, Heavy Industry District to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development and (c) Institutional Business Planned Development No. 1212 to C2-5, Motor Vehicle-Related Commercial District and then to a Residential-Institutional Business Planned Development to create a four-subarea planned development. Subarea A would permit the construction of a 240 foot tall new Saint Hospital building with a maximum of 151 hospital beds, together with a hospital bridge, fitness medical office building, central utility plant (CUP), retail market, café, parking and accessory and incidental uses. Subarea B would permit retail, vocational school and surgical center and accessory and incidental uses. Subarea C would permit multi-unit residential above the ground floor with a maximum of 130 units of which 27 will be affordable, daycare and hospital expansion and accessory and incidental uses. Subarea D would permit retail, accelerator, incubator, office and retail and accessory and incidental uses.
Proposed # of Dwelling Units	130 of which 26 will be Affordable Units
Proposed # of Parking Spaces	1,194 (Vehicles) and 194 (Bikes)
Approximate Square Footage of Commercial Space:	855,580 SF
Height of Proposed Buildings:	240 ft (Maximum)

# **FOCAL POINT MIXED-USE DEVELOPMENT**

*Traffic Impact Study*

**Chicago, Illinois**

**October 2021**

Prepared for:

**Chicago Southwest  
Development Corporation**

**Kimley»»Horn**

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## INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by the Chicago Southwest Development Corporation (CSDC) to conduct a traffic study for the proposed Focal Point Community Campus located in the Little Village neighborhood at the southwest quadrant of the 31<sup>st</sup> Street/Kedzie Avenue intersection in Chicago, Illinois. **Exhibit 1** illustrates the proposed site location. The site is bounded 31<sup>st</sup> Street to the north, an elevated railway embankment to the south, Kedzie Avenue to the east, and private development to the west.

The proposed development program includes approximately 1,491,300 square feet of mixed-use development, anchored by a relocated Saint Anthony Hospital along with two schools (one charter school and one vocational/job training school), approximately 253,800 square feet of retail/restaurant space, 108 apartments, a day care center, a fitness center, a business accelerator, and recreational/park space.

The majority of the subject site is currently vacant land, having been dormant since the closure of the Washburne Trade School in the late 1980s, and cleared since the 2008 demolition of the former school buildings. The southern portion of the site is occupied by multiple industrial uses, including a metal recycling facility and bus charter company storage yard.

Access is planned via four points – two on 31<sup>st</sup> Street and two on Kedzie Avenue. The West 31<sup>st</sup> Access, located approximately 1,035 feet west of Kedzie Avenue, will provide access to a service alley wrapping around the west and south sides of the site. The East 31<sup>st</sup> Access, located approximately 670 feet west of 31<sup>st</sup> Street, aligning opposite Spaulding Avenue, will provide ingress and egress to the site at a new signalized intersection. The North Kedzie Access, located approximately 720 feet south of 31<sup>st</sup> Street, will provide ingress and egress to the site at a second signalized intersection. The South Kedzie Access, located approximately 1,225 feet south of 31<sup>st</sup> Street, will have a right-in/right-out configuration and serve as a secondary ingress and egress point to the southern portion of the site.

This report presents and documents the study methodology, summarizes data collection and development traffic characteristics, highlights the evaluation of traffic conditions on the study intersections and roadways, and identifies recommendations, as appropriate, to address operational traffic impacts and integrate the proposed development into the surrounding transportation system.

## EXISTING CONDITIONS

Kimley-Horn conducted field visits to the subject site and surrounding area to collect relevant information pertaining to site context, surrounding land uses, the adjacent street system, current traffic volumes and operating conditions, lane configurations and traffic controls at nearby intersections, curbside designations, transit accessibility, and other key transportation characteristics. This section of the report details information on these existing conditions.

### Area Land Uses

The subject site is bounded by 31<sup>st</sup> Street to the north and Kedzie Avenue to the east. To the south, across the Canadian National Railroad tracks, is the Paul Simon Chicago Job Corps Center. Immediately west of the site is a Cinespace Film Studio facility. The trade school formerly occupying the majority of the proposed site closed in the late-1980s. Multiple industrial uses are present in the southern portion of the proposed site, including a metal recycling facility and bus charter company storage yard.

General land use patterns in the vicinity of the project area include a mix of industrial, civic/institutional, and residential development. Areas south of 31<sup>st</sup> Street are largely developed with industrial and institutional uses, including the former use of the site. Areas north of 31<sup>st</sup> Street and west of Kedzie Avenue are largely comprised of low-rise residential development. The Cook County Department of Corrections maintains a large campus east of the project area at 31<sup>st</sup> Street and Sacramento Avenue. Other government services are located near the campus. La Villita Park is located northeast of the site at 31<sup>st</sup> Street and Albany Avenue. A mixed-use trail extends through the park with a current southern terminus at 31<sup>st</sup> Street.

### Roadway Characteristics

The area roadways serving the proposed site primarily include Kedzie Avenue and 31<sup>st</sup> Street. Neighborhood connectivity is provided by St. Louis Avenue, Trumbull Avenue, Homan Avenue, and Spaulding Avenue. Public alleys with 16-foot ROWs extend north from 31<sup>st</sup> Street between St. Louis Avenue and Spaulding Avenue. Regional roadway connectivity to the site is facilitated by a partial interchange (to/from the east) approximately one-half mile south of the site at I-55 (Stevenson Expressway) and Kedzie Avenue. A paired partial interchange (to/from the west) is located approximately one-half mile to the east on I-55 at California Avenue. A full interchange is located approximately one mile to the west on I-55 at Pulaski Avenue.

**Kedzie Avenue** is a north-south roadway located along the eastern boundary of the site. Adjacent to the site, Kedzie Avenue provides one striped travel lane and one curb lane in each direction, although Kimley-Horn observed the facility occasionally operating as a four-lane roadway during peak periods. Parking within the curb lane is allowed in areas not occupied by driveways or bus stops, although no street parking was observed in the vicinity of the study area. At its signalized intersection with 31<sup>st</sup> Street, Kedzie Avenue provides a dedicated northbound left-turn lane, a dedicated northbound through lane, and a combined northbound through/right-turn lane. This configuration is mirrored on the southbound approach. Adjacent to the site, Kedzie Avenue is under the jurisdiction of the Chicago Department of Transportation (CDOT) with a 30 mph posted speed limit. Pedestrian crosswalks are striped across all legs of the Kedzie Avenue/31<sup>st</sup> Street intersection. Markings on the east and west

crosswalks are slightly faded but generally in adequate condition. Markings on the north and south crosswalks are heavily faded.

**31<sup>st</sup> Street** is an east-west roadway located along the northern boundary of the site. Adjacent to the site, 31<sup>st</sup> Street provides one striped travel lane and one curb lane in each direction. Parking is generally allowed within the curb lane in areas not occupied by driveways or bus stops. During field visits, Kimley-Horn observed on-street parking west of Homan Avenue heavily utilized. On-street parking east of Homan Avenue was generally lightly utilized during the weekday morning and evening peak hours. At its signalized intersection with Kedzie Avenue, 31<sup>st</sup> Street provides dedicated eastbound and westbound left-turn lanes, as well as one dedicated through lane in each direction. The eastbound and westbound curb lanes approaching the intersection were typically used as de-facto right-turn lanes, a condition which occurred frequently enough that it is included in this study's traffic analysis. Further, the eastbound traffic signal at 31<sup>st</sup> Street/Kedzie Avenue includes a projected right-turn overlay phase, that is typically provided for dedicated right-turn lanes. At its intersections with Homan Avenue and Trumbull Avenue, 31<sup>st</sup> Street provides a single lane in each direction and two-way stop control as the major street. At St. Louis Avenue, the traffic control consists of all-way stop control. Adjacent to the site, 31<sup>st</sup> Street is under CDOT jurisdiction.

**Spaulding Avenue** is a primarily one-way northbound local street extending north from 31<sup>st</sup> Street. The facility provides one travel lane and on-street parallel parking along both sides of the street, although two-way traffic is permitted between 31<sup>st</sup> Street and 30<sup>th</sup> Street. On-street angled and parallel parking serving industrial and residential development is present in this section of Spaulding Avenue. The facility includes a 30-foot paved street within a 66-foot public ROW. Spaulding Avenue is under CDOT jurisdiction. Pedestrian crosswalks are striped on the north and west legs of the 31<sup>st</sup> Street/Spaulding Avenue intersection. Crosswalk markings, particularly on the north leg, are faded.

**Homan Avenue** is a one-way northbound local street extending north from 31<sup>st</sup> Street. The facility provides one travel lane and on-street parallel parking along both sides of the street. The facility includes a 30-foot paved street within a 66-foot public ROW. Homan Avenue is under CDOT jurisdiction. A driveway allowing two-way traffic is aligned opposite Homan Avenue on the south side of 31<sup>st</sup> Street. Pedestrian crosswalks are striped on the north and west legs of the 31<sup>st</sup> Street/Homan Avenue intersection, while an unstriped pedestrian crossing is present on the south leg of the intersection. Markings on the striped crosswalks appear to be in adequate condition.

**Trumbull Avenue** is a one-way southbound local street with its southern terminus at 31<sup>st</sup> Street. The facility provides one travel lane and on-street parallel parking along both sides of the street. Trumbull Avenue includes a 30-foot paved street within a 66-foot public ROW. Minor-leg stop-control is provided at the unsignalized "T" intersection of Trumbull Avenue and 31<sup>st</sup> Street. The facility is under CDOT jurisdiction. A pedestrian crosswalk is striped across the north leg of the 31<sup>st</sup> Street/Trumbull Avenue intersection. No authorized pedestrian crossings of 31<sup>st</sup> Street are present at the intersection. Markings on the striped crosswalk appear to be in adequate condition.

**St. Louis Avenue** is a one-way northbound local street extending north from 31<sup>st</sup> Street. The facility provides one travel lane and on-street parallel parking along both sides of the street. The facility includes a 30-foot paved street within a 66-foot public ROW. St. Louis Avenue is under CDOT jurisdiction. A driveway allowing two-way traffic is aligned opposite St. Louis Avenue on the south

side of 31<sup>st</sup> Street. Pedestrian crosswalks are striped on the north and west legs of the 31<sup>st</sup> Street/St. Louis Avenue intersection, while an unstriped pedestrian crossing is present on the south leg of the intersection. Markings on the striped crosswalks appear to be in adequate condition.

## Transit Service

Several transit routes serve the site and surrounding Little Village neighborhood. The following section highlights available public transportation options for persons traveling to and from the proposed development.

### CTA Bus

The Chicago Transit Authority (CTA) operates two bus routes adjacent to the Focal Point site. Service characteristics for these routes are summarized in **Table 1**. Both routes provide high-frequency service between the site and CTA rail stations. Other routes, including Route 82 – Kimball/Homan and Route 94 – California, operate nearby, but do not provide direct site access.

**Table 1. Service Characteristics for Site-Adjacent CTA Bus Routes**

Route	Span of Service	Frequency of Service	CTA Rail Connections Near Site
<b>Route 35 - 31<sup>st</sup> / 35<sup>th</sup></b>	M – F: 4:00 AM – 12:15 AM Sat: 4:00 AM – 12:15 AM Sun: 4:00 AM – 12:15 AM	Peak Period <sup>1</sup> : 12 – 15 minutes Off-Peak Period: 15 – 20 minutes	Orange Line – 35 <sup>th</sup> /Archer
<b>Route 52 - Kedzie</b>	M – F: 4:00 AM – 12:15 AM Sat: 4:30 AM – 12:00 AM Sun: 5:30 AM – 12:00 AM	Peak Period <sup>1</sup> : 10 – 14 minutes Off-Peak Period: 14 – 20 minutes	Pink Line – Kedzie Orange Line – Kedzie

<sup>1</sup> – Defined as 7:00 – 9:00 AM and 4:00 – 6:00 PM

### CTA Rail

CTA Rail service is most closely accessible via the Kedzie Pink Line station, is located approximately ten blocks (1.2 miles) north of the site at Kedzie Avenue and 21<sup>st</sup> Street. CTA Route 52 – Kedzie provides a high-frequency bus connection between the site and rail station. Additional rail connections are available at the Kedzie and 35<sup>th</sup>/Archer Orange Line stations, which are located 2.3 miles south and 1.7 miles southeast of the site, respectively. Bus connections from the site to CTA rail stations are summarized in Table 1.

### Existing Traffic Volumes

Turning movement count data for the study area was collected on Thursday, June 3, 2021 and Saturday, June 5, 2021 at the following intersections:

- Kedzie Avenue / 31<sup>st</sup> Street
- 31<sup>st</sup> Street / Spaulding Avenue
- 31<sup>st</sup> Street / Homan Avenue
- 31<sup>st</sup> Street / Trumbull Avenue
- 31<sup>st</sup> Street / St. Louis Avenue

For all count locations, weekday traffic counts were collected from 6:00-9:00 AM for the AM peak period and 3:00-6:00 PM for the PM peak period. Saturday count data was collected from 11:00 AM-1:00 PM at all intersections. Additionally, 24-hour bi-directional counts were collected on both Kedzie Avenue (south of 31<sup>st</sup> Street) and along 31<sup>st</sup> Street (west of Kedzie Avenue). At the Kedzie Avenue/31<sup>st</sup> Street intersection, 24 hours of weekday count data was collected. This extended collection period covers both the AM and PM peak periods, while facilitating a daily volume comparison between collected data, allowing for the potential effects of COVID-19 to be identified and accounted for through volume adjustments, as appropriate. Count data indicates that the weekday morning peak period in the study area occurs from 7:15-8:15 AM, the afternoon peak period occurs from 3:00-4:00 PM, and the Saturday peak period occurs from 11:45 AM-12:45 PM.

### Volume Adjustment from Impact of Ongoing Public Health Crisis

Business, school, and office closures throughout the Chicago region due to COVID-19 continue to impact traffic patterns in the study area, resulting in count volumes that may be lower than pre-COVID data. To ensure recently collected count data reflects typical conditions in the area, Kimley-Horn referenced 2018 Illinois Department of Transportation (IDOT) average annual daily traffic (AADT) count data for Kedzie Avenue and 31<sup>st</sup> Street in the site vicinity. A comparison of 2018 IDOT data to recently-collected 2020 data is summarized in **Table 2**.

**Table 2. Comparison of Collected Traffic Counts to Pre-COVID Levels**

Roadway Segment	Average Annual Daily Traffic (AADT) Counts		Percent Difference
	IDOT (2018)	Kimley-Horn (2021)	
<b>Kedzie Avenue</b> South of 31st Street	21,900	25,125	+4.7%
<b>31<sup>st</sup> Street</b> West of Kedzie Avenue	13,900	16,915	+6.8%

Based on the results of the comparison presented in Table 2, recently collected count volumes are already higher than the most recent historical counts. As a result, volumes were not increased to account for the impact of COVID-19 on traffic conditions. Existing peak hour traffic counts, rounded to the nearest multiple of five and balanced between intersections, are presented in **Exhibit 2**. Peak-hour bicycle and pedestrian counts collected at the study intersection crosswalks are presented in **Exhibit 3**.

## DEVELOPMENT CHARACTERISTICS

This section of the report outlines key characteristics for the proposed development and estimates the site's trip generation and effect on traffic patterns on the surrounding street system during the weekday morning, weekday evening, and Saturday midday peak hours.

### Development Plan

The proposed plan includes a total of approximately 1,491,300 square feet of mixed-use development on a 32-acre site. The overall development plan is intended to improve community access to healthcare, education, housing, employment, and recreation opportunities. The proposed development includes:

- **Hospital and Ambulatory Center**  
Saint Anthony Hospital will relocate to a new 150-bed facility with just over 70 percent of the hospital used for inpatient care and the remainder operating as an outpatient ambulatory center. The main hospital building, which is expected to primarily house inpatient services, will be located in the northern portion of the site along 31<sup>st</sup> Street. Outpatient facilities and a surgery center will be located within a liner building along the northern and eastern faces of the parking deck in the southwestern corner of the site. An enclosed elevated walkway connecting the hospital building and liner building will host hospitality and community wellness-related events.
- **School**  
Two schools, a charter high school and vocational/job training school, will be located along the eastern face of the parking deck liner building. The schools will occupy a combined total of approximately 193,300 square feet.
- **Day Care**  
An approximately 25,910 square feet day care center will be located in a freestanding structure in the northwestern corner of the site, along 31<sup>st</sup> Street.
- **Retail Space and Business Accelerator**  
Ground-floor retail/restaurant spaces will be located within liner buildings along the parking deck, beneath apartments along Kedzie Avenue, and in free-standing pad buildings in the center of the site. Retail development will also include a dedicated accelerator space designed to showcase and promote local businesses. A combined total of approximately 253,800 SF of retail and accelerator space is proposed.
- **Fitness Center**  
An approximately 81,900 SF gym / fitness center will be located along the northern face of the parking deck.
- **Center for Innovation**  
Approximately 30,400 SF of office space will be located within the main hospital building along 31<sup>st</sup> Street.

- **Apartments**

A total of 108 units will be located above ground-floor retail development along the eastern boundary of the site fronting Kedzie Avenue.

Full buildout and occupancy of the site is expected in 2026. A conceptual site plan is provided in **Exhibit 4**.

**Site Access and Circulation**

Access to and from the proposed development is planned primarily via four driveways as summarized in **Table 3**.

**Table 3. Site Access Summary**

Driveway	Distance to Signalized Intersection	Operational Notes
West 31 <sup>st</sup> Access	±1,035 feet West of Kedzie Avenue / 31 <sup>st</sup> Street	New full-access driveway, focused on providing access to the service drive and loading docks on the west side of the site.
East 31 <sup>st</sup> Access	±670 feet West of Kedzie Avenue / 31 <sup>st</sup> Street	New full-access driveway located opposite Spaulding Avenue. Primarily serves the hospital emergency department and the parking deck with internal site circulation roadways connecting to surface lot.
North Kedzie Access	±720 feet South of Kedzie Avenue / 31 <sup>st</sup> Street	New full-access driveway located approximately mid-site. Serves the parking deck and surface lot while connecting to the rest of the site.
South Kedzie Access	±1,225 feet South of Kedzie Avenue / 31 <sup>st</sup> Street	New right-in/right-out access driveway serving primarily as egress location for service alley, parking deck, and surface lot.

A network of internal streets will facilitate access and circulation throughout the site. Two primary streets will connect the North Kedzie Access and East 31<sup>st</sup> Access directly to the parking deck. Vehicular access to the remainder of the site is facilitated by internal roadway connections between the two main drives, the surface parking, and drop-off loops for the hospital and day care center. A service drive wraps around the western and southern boundaries of the site, between the West 31<sup>st</sup> Access and the South Kedzie Access. The portion along the west side of the site provides access to a centralized loading/service dock facility while the southern segment includes a parking garage access for ingress and egress.

**Parking**

The proposed development plan includes an approximate total of XXX off-street parking spaces divided between a parking deck, a surface lot, and a small number of internal on-street parking. The parking deck, which will be located in the southwestern portion of the site, will provide an approximate total of XXX spaces. The garage will be screened by liner buildings on its northern and eastern faces, while the surface of the uppermost level will serve as a playing field. The surface lot, which will be located in the southeastern corner of the site between the two proposed driveways, will provide a total of 389 spaces. Ingress and egress to the parking deck is primarily facilitated by the East 31<sup>st</sup> Access and North Kedzie Access. The surface lot will be accessed primarily via the North Kedzie Access, although the East 31<sup>st</sup> Access and South Kedzie Access are also connected to the lot via the site’s internal roadway network. Finally, approximately 12 parallel parking spaces are planned along an internal street segment immediately south of the hospital and north of a café/retail building.

**Trip Generation**

Trip generation estimates for each of the elements in the proposed mixed-use development were based on data referenced from ITE manual titled *Trip Generation, 10<sup>th</sup> Edition*. The ITE Land Use Codes (LUC) selected as most closely representing portions of the proposed development program and their respective trip generation rates are presented in **Table 4**.

**Table 4. ITE Land Use Codes and Trip Generation Data**

Focal Point Program Element	Selected ITE Land Use Code	Weekday		Saturday
		AM Peak	PM Peak	Midday Peak
Hospital and Ambulatory Center	Hospital (LUC 610)	T = 0.74X + 126.36 68% in/32% out	T = 0.84X + 100.56 32% in/68% out	T = 3.26X 50% in/50% out
Education <sup>1</sup>	High School (LUC 530)	T = 3.38X 71% in/29% out	T = 0.97X 54% in/46% out	T = 0.73X 64% in/36% out
Day Care	Day Care Center (LUC 565)	T = 4.49EMP 53% in/47% out	T = 4.36EMP 47% in/53% out	T = 0.71EMP 63% in/37% out
Retail	Shopping Center (LUC 820)	T = 0.50X + 151.78 62% in/38% out	Ln(T) = 0.74Ln(X) + 2.89 48% in/52% out	Ln(T) = 0.79Ln(X) + 2.79 52% in/48% out
Hospitality and Community Wellness	<i>Hospitality and community wellness facility part of hospital program; trips assumed to be generated as part of LUC 610</i>			
Fitness Center	Health/Fitness Club (LUC 492)	T = 1.31X 51% in/49% out	Ln(T) = 0.67Ln(X) + 2.44 57% in/43% out	T = 3.19X 49% in/51% out
Center for Innovation	General Office Building (LUC 710)	T = 0.94X + 26.49 86% in/14% out	Ln(T) = 0.95Ln(X) + 0.36 16% in/84% out	T = 0.53(X) 54% in/46% out
Residential	Multifamily Housing: Low-Rise (LUC 221)	Ln(T) = 0.95 Ln(DU) – 0.51 23% in/77% out	Ln(T) = 0.89 Ln(DU) – 0.02 63% in/37% out	T = 1.08DU – 33.24 50% in/50% out
Accelerator <sup>2</sup>	Shopping Center (LUC 820)	T = 0.50X + 151.78 62% in/38% out	Ln(T) = 0.74Ln(X) + 2.89 48% in/52% out	Ln(T) = 0.79Ln(X) + 2.79 52% in/48% out

T – Site-generated trips      X – 1,000 square feet      EMP – Employees      DU – Dwelling Units

1 – 50% of education program space expected to be occupied by charter high school, remaining 50% expected to be occupied by post-high school vocational school

2 – Accelerator space expected to serve as retail space for featured local businesses

**Types of Trips**

Site-generated trips are expected to exhibit multiple routing patterns when traveling to and from the site, as described below:

- **Internally-Captured Trips**

The proposed uses within the Focal Point development plan are intended to complement each other; thus, it is likely that some patrons will visit multiple uses on the same trip. Persons travelling to or from some primary uses (i.e., hospital, school, office, or apartments) may visit other complementary uses (i.e., day care center, retail space, or fitness center), reducing the number of trips physically entering and exiting the site. For example, a hospital employee may patronize a retail or restaurant tenant or a resident may enroll a child at the day care center.

To calculate the number of these “internally-captured” trips, methodology established in the ITE Trip Generation Handbook, Third Edition was used. In cases where the ITE manual does not provide defined capture percentages, but internal capture can reasonably be expected, a capture percentage was estimated based on the characteristics of the uses in question. Documentation of the methodology employed to estimate internal capture trips is provided in the Appendix to this document.

- **Non-Auto Trips**

Based on neighborhood commuting patterns and the proximity of transit service to the site, a portion of generated trips are expected to occur using non-automotive transportation modes such as CTA bus, CTA rail, walking, and biking. The percent of site-generated trips occurring through non-automotive modes is estimated in the following section of the report.

- **Pass-By Trips**

Pass-by traffic reflects the travel patterns of motorists who are already traveling on the roadways adjacent to the site who would be expected to stop at the site en route to another primary destination. For example, a retail customer may currently drive by the site along Kedzie Avenue on their way to/from work, but may stop in the future to patronize a retail tenant or use the fitness center (although only retail-oriented pass-by trips were assumed for this study).

According to the ITE Trip Generation Handbook, Third Edition, roughly 34 percent of vehicles at a Shopping Center (LUC 820) during the evening peak hour and 26 percent during the Saturday midday peak hour are pass-by trips. For purposes of this analysis, weekday morning peak hour pass-by trips were assumed to be consistent with the evening peak hour (34 percent).

- **Primary (New) Trips**

Vehicles that travel to the Focal Point development and then return directly to their place of origin are called “primary trips.” Primary trips reflect new traffic volumes generated by the proposed development within the study area. These trips approach and depart the site on the same route. Automobile trips to and from the site that are not internally-captured or pass-by trips are expected to be primary trips.

### **Non-Automotive Trip Discount**

Due to neighborhood commuting patterns and proximity of high-frequency transit service to the site, a portion of generated passenger car trips are expected to occur using non-auto transportation modes. **Table 5** summarizes modal characteristics based on Census data (Means of Transportation to Work) for residents in the South Lawndale community area.

**Table 5. Mode Split Characteristics for Surrounding Area<sup>1</sup>**

Mode of Transportation	South Lawndale Community Area <sup>2</sup>	
	Population	Percent <sup>3</sup>
Automobile (Drove Alone)	13,267	54%
Automobile (Carpool)	4,804	20%
Public Transit	4,364	18%
Walking	1,271	5%
Other Means	941	3%
<b>Total</b>	<b>24,647</b>	<b>100%</b>

<sup>1</sup> Includes data referenced from 2019 American Community Survey 5-Year Estimates. Neighborhood-level estimate generated by combining data for block groups in the South Lawndale area. Community area shapefile developed by the City of Chicago.

<sup>2</sup> The South Lawndale Community Area is roughly defined as the area east of the Chicago city boundary, west of Western Avenue, north of I-55, and south of Cermak Road. The Little Village neighborhood is contained within the official Community Area.

<sup>3</sup> Percentages rounded to nearest whole number. Rounding adjusted to total 100 percent.

Table 5 indicates that approximately 25 percent of residents in the surrounding community currently commute to work by public transit, walking, or means other than personal automobile. A further 20 percent of residents use carpools to travel to and from work, meaning that only slightly more than half of commute trips in the neighborhood surrounding the site occur in single-occupancy vehicles.

To reflect this, the portion of total passenger car trips attributable to employees travelling to and from the site were reduced. The percent reduction applied to

- **Hospital, Office, Apartments, and School**

Trip reduction factor of 35 percent applied. This discount includes the 25 percent of all external trips occurring in non-automobile modes, as well as a 10 percent discount for carpool trips representing one half of the carpool mode share with an assumed two occupants per carpool trip.

- **Daycare, Retail Space, Fitness Center, and Business Accelerator**

Trip reduction factor of 25 percent applied. This discount includes the 25 percent of all external trips occurring in non-automobile modes only. A reduction for carpool trips are not included, as these uses are not expected to generate predictable commute patterns.

**Site-Generated Traffic Projections**

Site-generated traffic projections are presented in **Table 6**. These projections reflect the number of internally-captured, non-automotive, pass-by, and primary (new) trips generated by the proposed development. To calculate the number of primary trips, internally-captured trips (calculated in the Appendix to this document) were removed from the number of unadjusted trips (developed using the ITE rates and equations presented in Table 4) to produce projections for the number of external trips (trips of all modes that originate and/or terminate off the site). Non-auto trips (developed using the mode share data in Table 5) were then subtracted from the projected number of external trips to create a projection for the number of driveway trips (all vehicular trips using the site driveways).

Finally, the projected number of pass-by trips was subtracted from the number of driveway trips to create primary (new) trip projections.

**Table 6. Site-Generated Traffic Projections**

Land Use	Unit	Weekday						Saturday		
		AM Peak Hour			PM Peak Hour			Mid-Day Peak		
		In	Out	Total	In	Out	Total	In	Out	Total
Hospital	610,700 SF	395	185	580	200	415	615	215	210	425
Education	193,300 SF	465	190	655	100	90	190	90	50	140
Day Care	30 Emp.	70	65	135	60	70	130	10	10	20
Retail	239,400 SF	170	100	270	500	535	1,035	645	590	1,235
Fitness Center	81,900 SF	55	50	105	125	95	220	130	130	260
Center for Innovation	30,400 SF	45	10	55	5	30	35	10	5	15
Residential	108 Units	10	40	50	40	25	65	40	45	85
Accelerator	14,400 SF	100	60	160	30	30	60	70	65	135
<b>Unadjusted Trips</b>		<b>1,310</b>	<b>700</b>	<b>2,010</b>	<b>1,060</b>	<b>1,290</b>	<b>2,350</b>	<b>1,210</b>	<b>1,105</b>	<b>2,315</b>
<b>Internal Capture</b>										
Day Care	Review Appendix TBD <sup>1</sup>	(10)	(5)	(15)	(15)	(15)	(30)	(5)	0	(5)
Retail		(40)	(25)	(65)	(35)	(40)	(75)	(35)	(35)	(70)
Fitness Center		(5)	(5)	(10)	(25)	(15)	(40)	(10)	(15)	(25)
<i>Less Internal Capture (Total)</i>		<i>(55)</i>	<i>(35)</i>	<i>(90)</i>	<i>(75)</i>	<i>(70)</i>	<i>(145)</i>	<i>(50)</i>	<i>(50)</i>	<i>(100)</i>
<b>External Trips</b>		<b>1,255</b>	<b>665</b>	<b>1,920</b>	<b>985</b>	<b>1,220</b>	<b>2,205</b>	<b>1,160</b>	<b>1,055</b>	<b>2,215</b>
<b>Non-Auto Trips<sup>2</sup></b>										
<i>Less Non-Auto Trips (Total)</i>		<i>(430)</i>	<i>(230)</i>	<i>(660)</i>	<i>(320)</i>	<i>(395)</i>	<i>(715)</i>	<i>(355)</i>	<i>(320)</i>	<i>(675)</i>
<b>Driveway Trips</b>		<b>825</b>	<b>435</b>	<b>1,260</b>	<b>665</b>	<b>825</b>	<b>1,490</b>	<b>805</b>	<b>735</b>	<b>1,540</b>
<b>Pass-By Trips</b>										
Retail	34% / 26% <sup>3</sup>	(60)	(60)	(120)	(180)	(180)	(360)	(180)	(180)	(360)
<i>Less Pass-By Trips (Total)</i>		<i>(60)</i>	<i>(60)</i>	<i>(120)</i>	<i>(180)</i>	<i>(180)</i>	<i>(360)</i>	<i>(180)</i>	<i>(180)</i>	<i>(360)</i>
<b>Primary (New) Trips</b>		<b>765</b>	<b>375</b>	<b>1,140</b>	<b>485</b>	<b>645</b>	<b>1,130</b>	<b>625</b>	<b>555</b>	<b>1,180</b>

1 – Refer to Appendix for internal capture calculation methodology

2 – 35% reduction applied to hospital, office, apartment, and school uses. 25% reduction applied to day care, retail, fitness center, and business uses.

3 – For LUC 820 (Shopping Center), the ITE Trip Generation Handbook, Third Edition provides a pass-by capture percentage of 34% for the weekday PM peak period and 26% for the Saturday midday peak period. Weekday AM peak period capture percentage assumed to be equal to weekday PM peak period.

**Directional Distribution**

The estimated distribution of site-generated traffic for the subject site on the surrounding roadway network as it approaches and departs the site is a function of several variables, such as site access and parking locations, characteristics of the street system, prevailing traffic volumes/patterns, anticipated delivery radius, and the location of employees' residences. As such, the directional distribution shown in presents the anticipated directional distribution from which vehicles will travel to and from the site. The estimated trip distribution for primary and pass-by trips is summarized in **Table 7**.

**Table 7: Estimated Trip Distribution**

Traveling to/from	Estimated Trip Distribution	
	Primary (New) Trips	Pass-By (Diverted) Trips
North on Kedzie Avenue	30%	25%
South on Kedzie Avenue	20%	25%
East on 31 <sup>st</sup> Street	20%	25%
West on 31 <sup>st</sup> Street	30%	25%
<b>Total</b>	<b>100%</b>	<b>100%</b>

**Site Traffic Assignment**

The site traffic assignment, representing traffic volumes associated with the proposed development at the study intersections and each site access driveway, is determined primarily by the internal site layout and traffic patterns on streets adjacent to the site. Separate site traffic assignment patterns were developed for pass-by (**Exhibit 5**) and primary (**Exhibit 6**) trips as traffic is distributed across the proposed site access driveways. The combined total of projected pass-by and primary trips, reflecting the total amount of external vehicular traffic expected to be generated by the site, is shown in **Exhibit 7**.

**Background Traffic Growth**

In order to estimate the impact of future development and ambient traffic growth within the study area, an annual growth rate was applied to existing traffic volumes. For the purpose of this study, a 1 percent annual growth rate was applied over five years to Year 2026, reflecting the expected year of site build-out and occupancy. Year 2026 background traffic projections are illustrated in **Exhibit 8**.

**Total Traffic Assignment**

The total traffic volume projections, reflecting the anticipated traffic volumes at the study intersections upon project completion and occupancy, represents the sum of projected primary and pass-by trips associated with the proposed development (**Exhibit 7**) and estimated Year 2026 background traffic volumes (**Exhibit 8**). Future traffic projections for the study area intersections and proposed access locations are illustrated in **Exhibit 9**.

**ANALYSES**

This section of the report provides an overview of the signal warrant analyses, left-turn signal phasing analyses, and capacity analyses conducted for key intersections in the site vicinity under existing and future traffic conditions. Proposed site access locations and transportation elements of the proposed plan are also reviewed, and recommended improvements to accommodate the proposed development are identified.

**Signal Warrant Analyses**

A traffic signal warrant analysis was completed to evaluate the appropriateness of installing traffic signal control at the two primary access locations – the intersections of 31<sup>st</sup> Street/East Access-Spaulding Avenue and Kedzie Avenue/North Access. The analysis was performed according to standards and procedures specified in the Manual for Uniform Traffic Control Devices (MUTCD), 2009 edition for Warrant 3 (peak hour).

**Warrant 3 (Peak-Hour Volume)**

Warrant 3 focuses on a single hour where traffic on the minor street suffers considerable delay when accessing or crossing the major street. This warrant should be considered when the intersection serves uses that discharge traffic over a short time, such as offices, schools, or hospitals. The evaluation of Warrant 3 references the Year 2026 projected traffic volumes. **Table 8** summarizes the traffic volume criteria given the lane configuration of the intersections.

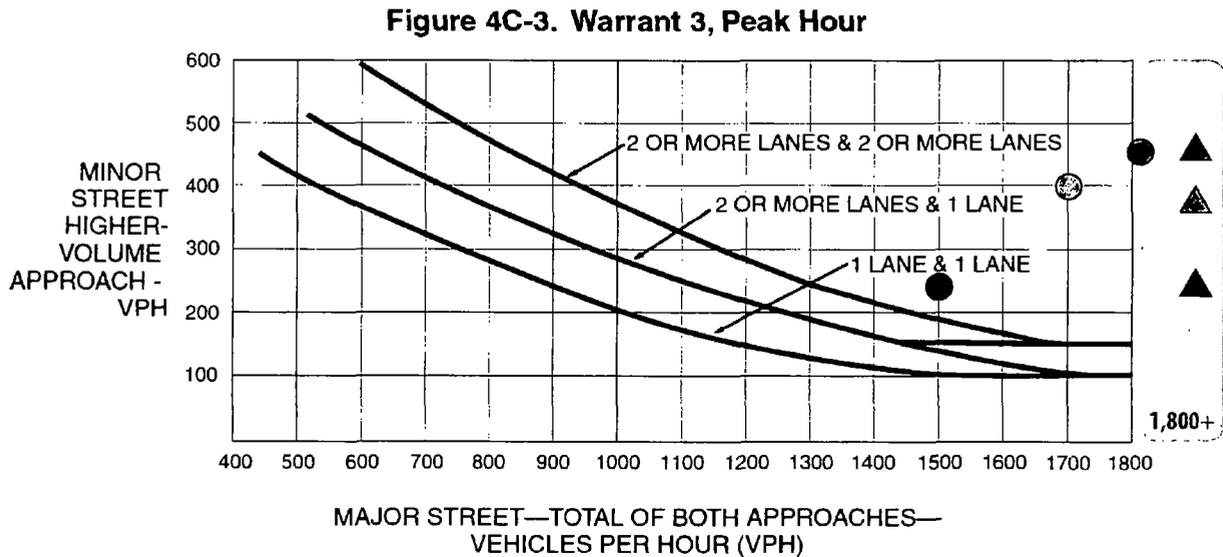
**Table 8. Warrant 3 (Peak-Hour Volume) Criteria<sup>1</sup>**

Vehicles per Hour	
Major Street (Total of Both Approaches)	Minor-Street (Higher-Volume Approach)
1,800	100
1,700	100
1,600	120
1,500	145
1,400	155
1,300	190
1,200	220
1,100	250
1,000	285
900	325
800	360
700	420
600	460
500	N/A

<sup>1</sup> - Based on criteria published in MUTCD Figure 4C-3 for two or more lanes (major street) and one lane (minor street)

**Figure 1** illustrates the plot of major and minor street volumes for the weekday AM and PM peak hours at both access locations versus the warrant curves referenced from MUTCD Figure 4C-3 (Warrant 3, Peak Hour). Based on information in Figure 1, both signals satisfy the criteria outlined for Warrant 3 and are recommended.

Figure 1. Warrant 3 (Peak-Hour) Plotted Volumes



\*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

**KEDZIE AVENUE & KEDZIE NORTH ACCESS**

**AM PEAK HOUR**

Major Street Combined Volume: **2,150**  
 Minor Street Higher Volume: **230**  
 Warrant: **Met**



**PM PEAK HOUR**

Major Street Combined Volume: **2,255**  
 Minor Street Higher Volume: **445**  
 Warrant: **Met**



**SATURDAY PEAK HOUR**

Major Street Combined Volume: **2,045**  
 Minor Street Higher Volume: **375**  
 Warrant: **Met**



For illustration only. Warrant does not consider Saturday volumes.

**31st STREET & SPAULDING AVENUE / 31st EAST ACCESS**

**AM PEAK HOUR**

Major Street Combined Volume: **1,505**  
 Minor Street Higher Volume: **240**  
 Warrant: **Met**



**PM PEAK HOUR**

Major Street Combined Volume: **1,855**  
 Minor Street Higher Volume: **460**  
 Warrant: **Met**



**SATURDAY PEAK HOUR**

Major Street Combined Volume: **1,710**  
 Minor Street Higher Volume: **405**  
 Warrant: **Met**



For illustration only. Warrant does not consider Saturday volumes.

## Protected Left-Turn Signal Phasing Analyses

To ensure traffic generated by the proposed development is adequately accommodated at existing and proposed signals, Kimley-Horn reviewed the *CDOT Suggested Planning Guidelines for Separate Left-Turn Phases*. Based on projected volumes and the guidelines, consideration of separate left-turn phasing is warranted as outlined below:

#2: The cross product of left-turn volume and opposing volume exceeds 50,000 for one opposing through lane and the left-turn volume exceeds two per cycle.

#3: The cross product of left-turn volume and opposing volume exceeds 90,000 for two opposing through lanes and the left-turn volume exceeds two per cycle.

Volumes and signal timings developed for the Year 2026 PM peak hour scenario were used to evaluate multiple approaches for protected-permissive phasing.

### Kedzie Avenue / 31<sup>st</sup> Street

Without protected left-turn phasing, traffic on all approaches to the Kedzie Avenue and 31<sup>st</sup> Street signal experience substantial delay and queuing. All approaches are evaluated against CDOT guidelines in *Error! Reference source not found.*. The westbound approach has one opposing through lane, while the eastbound, northbound, and southbound approaches have two opposing through lanes.

**Table 9. Evaluation of Separate Left-Turn Phasing in Year 2026 Scenario, Kedzie Avenue and 31st Street**

Approach	LT Volume	Opposing Volume	Cross Product	LTs / Cycle	Guidelines Met
Eastbound	145	550	79750	3.4	Partially
Westbound	205	320	65600	4.8	Yes
Northbound	250	820	205000	5.9	Yes
Southbound	45	600	27000	1.1	No

Based on evaluation against CDOT criteria, protected-permissive left-turn phasing should be added to the westbound approach and retained on the northbound approach. Although the volume cross-product for the for the eastbound approach falls approximately 11 percent short of the target threshold, protected-permissive left-turn phasing is recommended on the eastbound approach to minimize delay on the approach and at the intersection as a whole. To provide green time without opposing traffic, protected-permissive left-turn phasing should be implemented on the southbound approach.

### Kedzie Avenue / North Access

Without protected left-turn phasing, northbound traffic entering the Focal Point site from Kedzie Avenue caused substantial delay and queuing. Based on a Year 2026 PM peak hour cross product of 198,050 (170 northbound lefts x 1,165 opposing throughs) and an average turning volume of 4.0 vehicles per cycle (85 second cycle length), protected left-turn phasing for the northbound approach is justified.

## 31<sup>st</sup> Street / East Access-Spauiding Avenue

Without protected left-turn phasing, westbound traffic entering the Focal Point site from 31<sup>st</sup> Street caused substantial delay and queuing. Based on a Year 2026 PM peak hour cross product of 102,300 (155 westbound lefts x 660 opposing throughs) and an average turning volume of 3.7 vehicles per cycle (85 second cycle length), protected left-turn phasing for the northbound approach is justified.

## Capacity Analysis

Capacity analyses were conducted to assess the existing and future operating conditions of the study intersections during the weekday peak hours. The capacity of an intersection quantifies its ability to accommodate traffic volumes and is expressed in terms of level of service (LOS) according to the average delay per vehicle passing through the intersection. Levels of service range from A to F with LOS A as the highest (best traffic flow and least delay), LOS E as saturated or at-capacity conditions, and LOS F as the lowest (oversaturated conditions).

The LOS grades shown below, which are provided in the Transportation Research Board's Highway Capacity Manual (HCM), quantify and categorize the driver's discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queuing. A detailed description of each LOS rating is summarized in **Table 10**.

**Table 10. Level of Service Grading Descriptions<sup>1</sup>**

Level of Service	Description
A	Minimal control delay; traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.
B	Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.
C	Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.
D	Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.
E	High control delay; average travel speed no more than 33 percent of free flow speed.
F	Extremely high control delay; extensive queuing and high volumes create exceedingly restricted traffic flow.

<sup>1</sup> Highway Capacity Manual, 6<sup>th</sup> Edition

The range of control delay for each rating (as detailed in the HCM) is shown in **Table 11**. Because signalized intersections are expected to carry a larger volume of vehicles and stopping is required during red time, higher delays are tolerated for the corresponding LOS ratings.

**Table 11. Level of Service Grading Criteria<sup>1</sup>**

Level of Service	Average Control Delay (s/veh) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F <sup>2</sup>	> 50	> 80

1 - Highway Capacity Manual, 6<sup>th</sup> Edition

2 - All movements with a Volume to Capacity (v/C) ratio greater than 1 receive a rating of LOS F.

Synchro software was utilized to evaluate capacity of the study intersections (reported for the overall intersection and by approach) for the following weekday peak hour scenarios:

- **Weekday AM Peak Hour**

This scenario represents the highest one-hour period of traffic on the street network adjacent to the proposed site between 7:00-9:00 AM on a typical weekday. Based on collected traffic volume data, this occurs from 7:15-8:15 AM.

- **Weekday PM Peak Hour**

This scenario represents the highest one-hour period of traffic on the street network adjacent to the proposed site between 3:00-6:00 PM on a typical weekday. Based on collected traffic volume data, this occurs from 4:00-5:00 PM.

- **Saturday Peak Hour**

This scenario represents the highest one-hour period of traffic on the street network adjacent to the proposed site between 11:00 AM-1:00 PM on a typical Saturday. Based on collected traffic volume data, this occurs from 11:45 AM-12:45 PM.

Capacity analysis results for existing and future peak hour traffic conditions are summarized in **Table 12**. The future capacity analysis assumes the implementation of multiple improvements to the roadway network. While a complete list of recommended improvements are outlined in the Summary section of this report, the recommended improvements incorporated into the analysis of future conditions include:

**Kedzie Avenue / 31<sup>st</sup> Street**

- Add protected left-turn phasing for the southbound, eastbound, and westbound approaches
- Restrict on-street parking along the north side of 31<sup>st</sup> Street between Kedzie Avenue and Troy Street to allow a second westbound through lane.
- Stripe the curb-adjacent eastbound lane as a right-turn lane, consistent with the existing right-turn overlap signal phasing.

**Kedzie Avenue / North Kedzie Access**

- Install a traffic signal
- Provide a northbound left-turn lane with two through lanes in each direction on Kedzie Avenue. This modification would require asymmetrically widening the facility by

approximately six feet to the west, resulting in a five-lane cross-section with 10-foot wide lanes.

- Provide two lanes exiting the site (eastbound) including separate left-turn and right-turn lanes.

### **31<sup>st</sup> Street / East 31<sup>st</sup> Access-Spaulding Avenue**

- Install a traffic signal
- Restrict on-street parking along both sides of 31<sup>st</sup> Street to allow a two through lanes in each direction.
- Provide separate eastbound and westbound left-turn lanes on 31<sup>st</sup> Street with protected-permitted phasing. To accommodate the turn lanes, the facility would need to be asymmetrically widened by approximately six feet to the west, resulting in a five-lane cross-section with 10-foot wide lanes.
- Provide two lanes exiting the site (northbound) including a separate left-turn lane and a combination through/right-turn lane.

Additional capacity analysis details are provided in a technical appendix attached to this document.

## **Kedzie Avenue / 31<sup>st</sup> Street**

The signalized Kedzie Avenue/31<sup>st</sup> Street intersection currently operates at an overall LOS C during the morning, evening, and weekend peak periods. Approaches at the intersection operate at LOS C or better across all peak periods, although the northbound left-turn movement operates at LOS E during the evening peak period. All other individual movements operate at LOS D or better across each peak period. Maximum queues for the northbound left reach a length of up to 200 feet in the PM peak period, exceeding the available storage length. Maximum queues on the westbound approach reach 350 feet, potentially limiting access to 31<sup>st</sup> Street for southbound vehicles on Troy Street.

Following implementation of the recommended signal modifications, the Kedzie Avenue/31<sup>st</sup> Street signal operates at LOS D or better across all peak periods in the Year 2026 build scenario, with all approaches also operating at LOS D or better. Synchro capacity reports show the westbound left-turn movement operating at LOS E during the AM peak period, although HCM 6<sup>th</sup> Edition capacity analysis methodology shows the approach operating at LOS D, with an average vehicle delay of 50 seconds. A total of 115 vehicles are expected to make a westbound left-turn movement during the AM peak hour, and a 17-second protected phase is provided to accommodate these vehicles. Maximum queues for the northbound left continue to exceed available length with a maximum length of 250 feet, although the movement operates with an acceptable amount of the delay and continues to clear each cycle. Maximum queues for the westbound approach drop to 290 feet, less than the maximum of 350 feet observed in existing conditions and enough to stop Troy Street from being blocked by queuing traffic.

## **Kedzie Avenue / North Access**

Future Year 2026 conditions reflect the addition of a new site access driveway extending west into the Focal Point project to form a “T” intersection. To accommodate the projected traffic volume at this driveway entering and exiting the site, the intersection should be signalized (see Signal Warrant Analysis). To create adequate queue storage for northbound left-turn traffic and allow for protected-permissive left-turn phasing, a dedicated northbound left-turn lane should be established. This turn lane will require asymmetric widening along Kedzie Avenue, with the southbound travel lanes shifting approximately six feet west. With signalization and implementation of the recommended turn lane, all movements and approaches at the intersection are expected to operate at LOS D or better in future conditions.

## **31<sup>st</sup> Street / East Access-Spaulding Avenue**

The intersection of 31<sup>st</sup> Street and Spaulding Avenue is currently an unsignalized T-intersection. All movements and approaches at the intersection operate at LOS C or better in existing conditions, and no operational issues were noted during field visits. Future Year 2026 conditions reflect the addition of a site access driveway as a new south leg of this intersection. To accommodate the projected traffic volume at this driveway entering and exiting the site, the intersection should be signalized (see Signal Warrant Analysis). To create adequate queue storage for left-turn traffic and allow for protected-permissive left-turn phasing, dedicated eastbound and westbound left-turn lanes should be established on 31<sup>st</sup> Street. Additionally, two lanes are recommended in each direction along 31<sup>st</sup> Street. These turn lanes and the provision of two through lanes in each direction will require removal of on-street parking along 31<sup>st</sup> Street adjacent to the site and asymmetric widening along 31<sup>st</sup> Street,

with the eastbound travel lanes shifting approximately six feet south. With signalization and implementation of the recommended lane configuration, all movements and approaches at the intersection operate at LOS D or better in future conditions.

## **Unsignalized Intersections**

In existing conditions, unsignalized intersections west of the site generally operate at LOS D or better across all approaches, apart from the eastbound and westbound approaches of 31<sup>st</sup> Street at St. Louis Avenue, which operate at LOS F during the evening and weekend peak periods. The delay experienced at this intersection is largely attributable to throughput limitations resulting from stop signs installed on all legs, including 31<sup>st</sup> Street.

In future conditions, major street approaches continue to operate at LOS A or B, aside from at 31<sup>st</sup> Street and St. Louis Avenue. At this intersection, the eastbound and westbound approaches continue to operate at LOS F during the evening and weekend peak periods, and at LOS E/F in the morning peak period. Side-street approaches on Trumbull Avenue and at a private driveway opposite Homan Avenue operate at LOS F in one or more of the peak periods. Synchro analysis does not account for the gaps created by platooning traffic arriving from the adjacent traffic signals on 31<sup>st</sup> Street at Central Park Avenue (330 feet to the west of St. Louis Avenue) and Spaulding Avenue (proposed approximately 2,000 feet to the east of St. Louis Avenue), likely overestimating side-street delay as a result.

The 31<sup>st</sup> Street/St. Louis Avenue intersection could be converted to a two-way stop-controlled intersection to address the east-west delay. The northbound approach exiting a private driveway would function at LOS F, albeit with limited traffic volumes. While a two-way stop controlled intersection would aid east-west traffic, the existing all-way stop control may be in place to establish a controlled pedestrian crossing although counted pedestrians were between 3 and 13 per hour during the peak hours.

Alternatively, two travel lanes could be marked on 31<sup>st</sup> Street at St. Louis Avenue to improve east-west levels of service. However, the general condition and character of 31<sup>st</sup> Street west through Little Village is of a two-lane cross-section with on-street parking and converting to a 4-lane cross-section would have great impacts on the corridor's character, pedestrian experience, and business district on-street parking.

Given the alternatives and ongoing corridor planning underway along 31<sup>st</sup> Street by the City of Chicago, Kimley-Horn recommends monitoring of the intersection's traffic operation and pedestrian comfort and coordinating with the City's ongoing planning efforts to identify an intersection traffic control solution at St. Louis Avenue that is consistent with the neighborhood's desire context and character.

Finally, the two proposed site access service driveways at the site's western extents on 31<sup>st</sup> Street and southern extents on Kedzie Avenue are expected to operate well with the exiting approach at LOS D or better across all peak hours.

## Site Access and Circulation

### Internal Circulation

The proposed configuration of internal roadways will provide direct access from Kedzie Avenue and 31<sup>st</sup> Street to on-site parking, limit circulation time for vehicles, and link to the various uses and key destinations within the Focal Point site. The majority of vehicular traffic entering and exiting the site is expected to use the East 31<sup>st</sup> Access or North Kedzie Access. Each of these two driveways is directly connected to off-street parking via an internal roadway, forming two primary “spines” through the site: one which runs north-south from the East 31<sup>st</sup> Access to the parking deck, and one which runs east-west from the North Kedzie Access to the parking deck.

Key destinations within in the development, including the hospital’s emergency department ambulance access and the day care center, are directly connected to the spine roadways. A third internal roadway connects the two major internal roadways and facilitates access to the hospital’s main visitor drop-off loop on the south side of the hospital along with smaller-format retail spaces in the northeastern portion of the site.

### Community Shuttle Service

A community shuttle service is envisioned to circulate through and between the Focal Point site and various locations throughout the surrounding community. The intention of the shuttle service is to supplement existing CTA transit options and increase the accessibility of Focal Point’s community-oriented elements for residents and employees of the surrounding neighborhoods. The shuttle service will also aid in reducing traffic demand generated by the proposed Focal Point development.

As part of this shuttle service, internal stops and stop-level amenities at key Focal Point destinations will be provided. The specific stop locations, both internal to the site and external throughout the community, along with a specific fixed-route or on-demand service area, will be developed to link key community ridership generators with campus destinations. Options and considerations for the community shuttle service operations will be detailed in a separate addendum to this study.

### El Paseo Shared-Use Path

El Paseo, a planned shared-use path using former railroad right-of-way both north (oriented in a northeasterly direction approximately one half block north of the site) and south (oriented east-west along the site’s southern border), will provide additional active transportation mobility options to the surrounding community. The proposed site plan considers opportunities to integrate El Paseo into the Focal Point campus via:

- A trail connection across 31<sup>st</sup> Street using the proposed traffic signal at the 31<sup>st</sup> Street East Access-Spaulding Avenue intersection
- Continuing south and east around the parking garage and liner buildings
- Integrating with the internal Focal Point street network, including connections with key destinations and potentially the community shuttle service as an intermodal hub
- Heading east to Kedzie Avenue and terminating in the southeast corner of the site where it could reconnect with future elevated trail alignment over Kedzie Avenue

Trail alignment options will require further ongoing coordination with the City of Chicago.

As noted, Focal Point site provides opportunities to connect with and integrate El Paseo into the community campus and its key elements while also enabling controlled crossings of busy adjacent streets. However, detailed alignments and connection points are undefined and being explored.

## **Service Access**

Service access to the site is facilitated by a service drive that wraps around the western and southern boundaries of the site, beginning at the West 31<sup>st</sup> Access and terminating at the South Kedzie Access. A portion of this drive, stretching from the South Kedzie Access west to the parking deck, also facilitates visitor ingress and egress. A nine-space loading dock is positioned to front the alley on the western boundary of the site. The loading docks will serve as a centralized facility for hospital materials management and other large trucks, connected via an underground tunnel system. Smaller parcel delivery is expected to occur at individual tenant spaces.

The two service drive access intersections at 31<sup>st</sup> Street and Kedzie Avenue are configured and aligned to accommodate truck turning maneuvers for a WB-50 design vehicle. In particular for the South Kedzie Avenue Access, the alignment allows trucks exiting to the south on Kedzie Avenue to avoid the median and structural columns supporting the adjacent railroad overpass. Truck turning paths for maneuvers accessing the loading docks were evaluated using AutoTURN software. Exhibits illustrating the access paths at the loading docks are illustrated on the site plan included in the attached technical appendix.

## **Recommended Truck Access Routes**

Truck traffic to and from the site is expected to largely arrive to and depart from the site vicinity using Interstate 55 (Stevenson Expressway). To avoid routing truck traffic through the densely-developed residential neighborhoods and Little Village neighborhood west of the site on 31<sup>st</sup> Street, usage of the I-55 interchange at Pulaski Road is not recommended.

Recommended truck access routes are presented in **Figure 2**. As shown in Figure 2, truck traffic from the east should exit I-55 at Kedzie Avenue, travel north to 31<sup>st</sup> Street, and travel west on 31<sup>st</sup> Street to the West Kedzie Access site driveway. Truck traffic from the west should exit I-55 at California Avenue, travel north on California Avenue to 31<sup>st</sup> Street, and turn west on 31<sup>st</sup> Street to the West Kedzie Access.

Exit routes from the loading docks would follow the reverse routes, except that trucks exiting to southbound Kedzie Avenue are recommended to use the internal service drive along the west and south perimeter of the site to exit directly onto Kedzie Avenue at the South Kedzie Access.

In addition to working with vendors to define designated truck access routes, access movements at the Kedzie Avenue South Access are recommended to be restricted to Right-In / Right-Out only.

Similar to the loading docks, the truck access movements were evaluated using AutoTURN software and illustrated in the technical appendix.

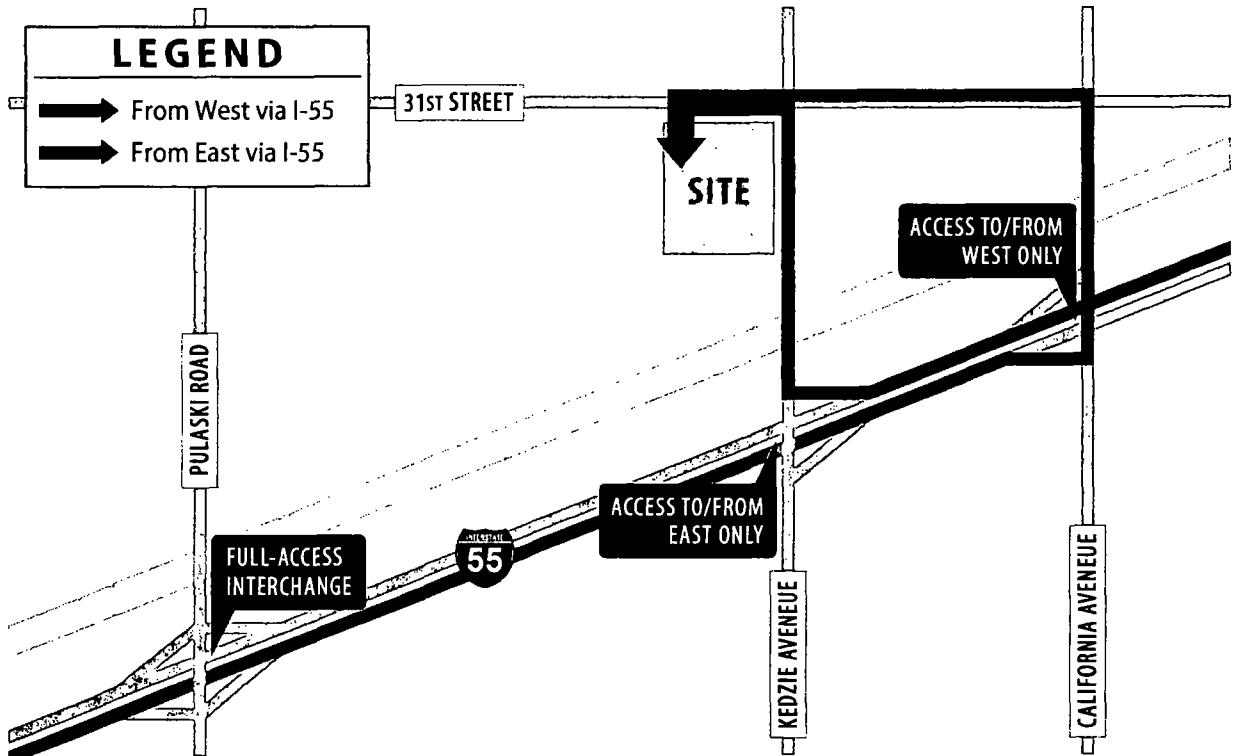


Figure 2. Recommended Truck Access Routes from I-55

## SUMMARY

The community-focused development plan proposed for the Focal Point site includes a total of approximately 1,491,300 square feet of mixed-use space, including Saint Anthony Hospital, two schools, retail/restaurant space, a day care center, a fitness center, office use, residential apartments, and recreation space. Four access drives are proposed to serve the site – two on 31<sup>st</sup> Street and two on Kedzie Avenue. The West 31<sup>st</sup> Access will provide access to a service drive that will wrap around the west and south sides of the site, connecting with the South Kedzie Access. The East 31<sup>st</sup> Access and the North Kedzie Access will serve as the primary access locations and are proposed as signalized intersections.

Based on a comparative review of intersection capacity analysis between existing and future conditions, the following improvements are recommended to facilitate access to the proposed site while mitigating traffic impacts to the roadways and intersections in the site vicinity:

### Kedzie Avenue / 31<sup>st</sup> Street

- Implement protected eastbound, westbound, and southbound left-turn phases at the intersection. These protected phases should augment existing permissive phasing for the left-turn movements, and existing protected-permissive left-turn phasing on the northbound approach. Replacement of six signal heads will be required, along with installation of vehicle detection equipment for phase actuation and potential upgrades to the traffic signal controller and controller cabinet. Detailed review of traffic signal requirements would be coordinated with CDOT as part of a traffic signal modernization plan.
- Refresh pavement and crosswalk markings on all four legs of the intersection.
- Extend existing dedicated left-turn lanes at the Kedzie Avenue and 31<sup>st</sup> Street intersection to adequately accommodate projected vehicle queues. Provide 125 feet of eastbound storage, 160 feet of westbound storage, 270 feet of northbound storage, and 40 feet of southbound storage.
- Define two westbound through lanes entering the Kedzie Avenue/31<sup>st</sup> Street intersection and along the site frontage by prohibiting on-street parking in the north (westbound) curb lane from Troy Street (approximately 330 feet east of 31<sup>st</sup> Street) to Homan Avenue (approximately 1,320 feet west of 31<sup>st</sup> Street). Define two eastbound through lanes along the site frontage by prohibiting on-street parking in the south (eastbound) curb lane from Homan Avenue (approximately 1,320 feet west of 31<sup>st</sup> Street) to 31<sup>st</sup> Street. To provide a buffer between vehicular travel lanes and the pedestrian sidewalk, the plan includes provision of a 5-foot wide parkway along the south side of 31<sup>st</sup> Street and the west side of Kedzie Avenue adjacent to the site.
- Restripe the eastbound approach of 31<sup>st</sup> Street at Kedzie Avenue to designate the curb-adjacent lane as a separate right-turn lane, consistent with the existing right-turn overlap phase of the traffic signal (an eastbound right-turn arrow while the northbound left-turn also has a green arrow). The eastbound approach would function well with one left-turn lane, one through lane, and one right-turn lane while taking advantage of the overlap phase.

## **31<sup>st</sup> Street / West Access**

- A mountable curb and median should be provided on the Focal Point site near 31<sup>st</sup> Street between the existing Cinspace driveway and the proposed West Access. This configuration will help accommodate entering and exiting truck traffic while minimizing driveway width. Raised curb should be provided on the subject site between the adjacent driveways south of the intersection. The mountable curb and median should be constructed using a visually- or texturally-distinct treatment, such as pavers, rumble strips, or other similar surfaces. Due to production schedules, traffic at the Cinspace driveway is expected to be concentrated in the early morning and late evening. Traffic on the proposed West Access to Focal Point will be low but continuous throughout the day as vehicles access the loading dock and other service facilities.

## **31<sup>st</sup> Street / East Access-Spaulding Avenue**

- Install a traffic signal to mitigate the impacts of traffic entering and exit the site via 31<sup>st</sup> Street, particularly northbound left turns exiting the site and westbound left turns entering the site. The new signal should be designed to allow protected and permissive left-turn phases on the westbound approach, including a dedicated westbound left-turn lane. The turn lane should be designed to accommodate a projected vehicle queue of 100 feet. Constructing the turn lane will require 31<sup>st</sup> Street to be asymmetrically widened to the south, with the north (westbound) lanes retaining their approximate current position and the south (eastbound) lanes being shifted approximately six feet south. Existing eleven-foot wide lanes will be narrowed to ten-foot wide, creating an overall five-lane cross-section of 50 feet.

## **Kedzie Avenue / North Access**

- Install a traffic signal at the new “T” intersection to mitigate the impacts of traffic entering and exit the site via Kedzie Avenue, particularly northbound left turns entering the site and eastbound left turns exiting the site. The new signal should be designed to allow protected and permissive left-turn phases on the northbound approach, including a dedicated northbound left-turn lane. The turn lane should be designed to accommodate a projected vehicle queue of 175 feet. Constructing the turn lane will require Kedzie Avenue to be asymmetrically widened to the west, with the east (northbound) lanes retaining their approximate current position and the west (southbound) lanes being shifted approximately six feet west. Existing eleven-foot wide lanes will be narrowed to ten-foot wide, creating an overall five-lane cross-section of 50 feet.

## **Community Shuttle Service**

- Provide a community-oriented shuttle service to supplement existing CTA routes along 31<sup>st</sup> Street and Kedzie Avenue. The shuttle should link stops at destinations within the Focal Point campus with key ridership generators in the surrounding neighborhoods to increase accessibility and reduce traffic and parking demands. Fixed-route and on-demand shuttle service options should be explored to best serve community needs and avoid redundancy with existing CTA service.

## El Paseo Integration

- Coordinate with CDOT to directly connect the planned shared-use path with the Focal Point campus. Options include linking the path across 31<sup>st</sup> Street at the proposed East 31<sup>st</sup> Access-Spaulding Avenue traffic signal, integrating the path with the internal street system, and terminating the trail at the southeast corner of the property with future crossing of Kedzie Avenue to be coordinated with the City when feasible.

Regardless of the final configuration of the intersection geometrics, several additional items should be taken into consideration when preparing site and roadway improvement plans for the subject site. Care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal sight distance is provided from the new stop bars exiting the site. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.

**TECHNICAL APPENDIX**

**Site Plan with AutoTURN (WB-50 design vehicle)**



# Kimley»»Horn

111 West Jackson Boulevard | Suite 1320 | Chicago, IL | 60604

312-726-9445

# Focal Point Community Campus

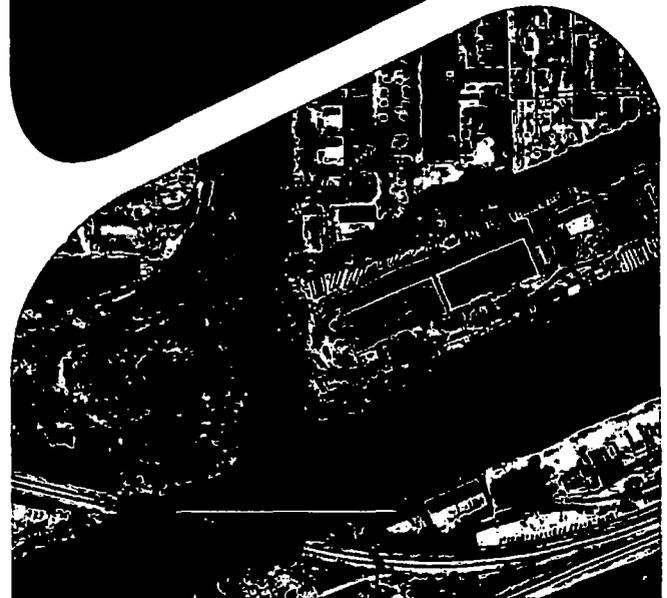
## Community Shuttle Concept Review

Chicago, Illinois



October 2021

Kimley»Horn



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## **INTRODUCTION AND OBJECTIVES**

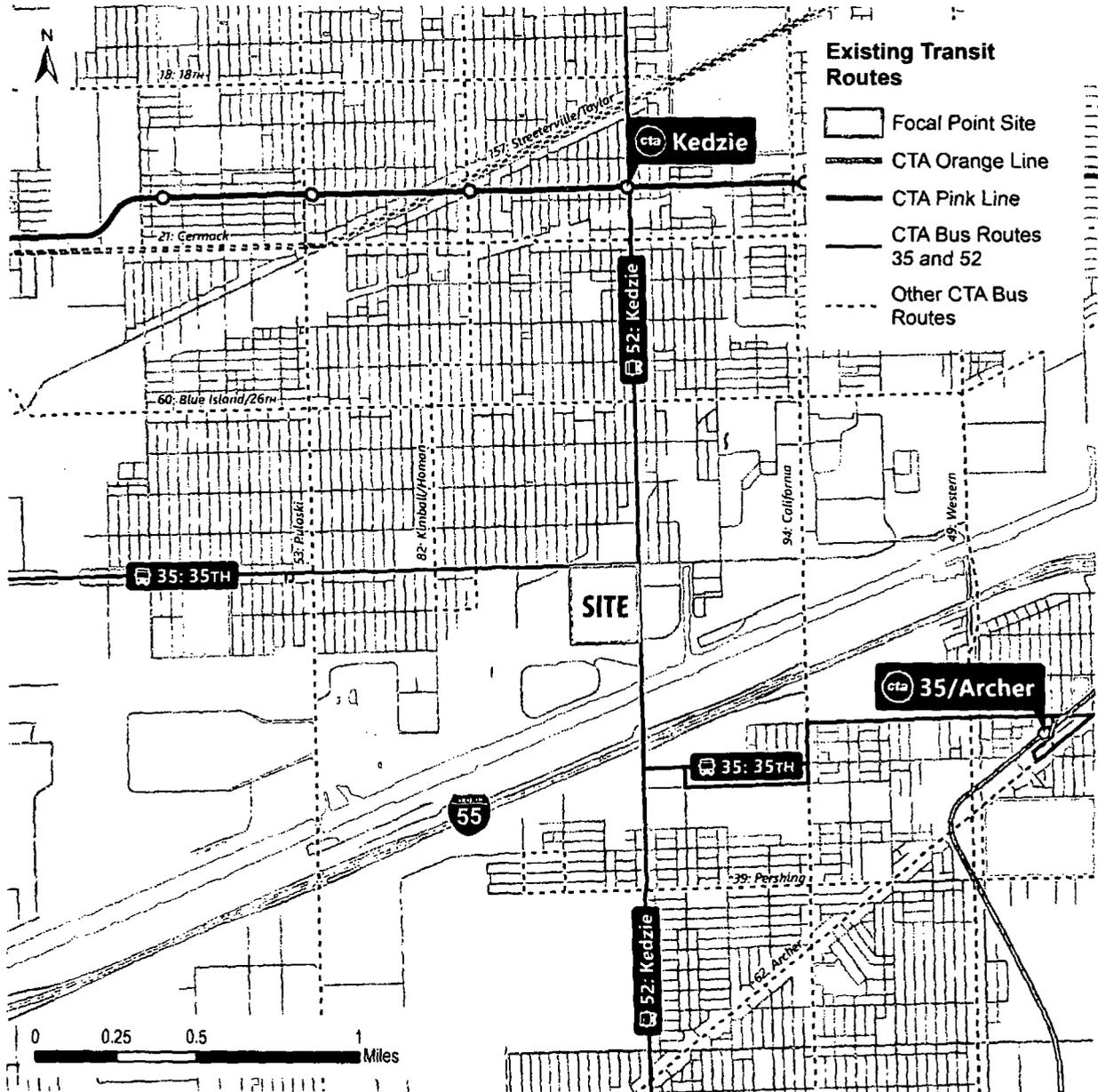
Focal Point is a healthcare-anchored mixed-use development proposed at the southwest quadrant of the 31<sup>st</sup> Street/Kedzie Avenue intersection, comprised of a new Saint Antony Hospital, retail/restaurant, daycare, residential, office, fitness, and recreational open space uses.

To maximize access options for the surrounding community, limit the reliance on private autos for site access, and supplement current Chicago Transit Authority (CTA) bus and rail transit service, a community-focused shuttle service is envisioned.

This document summarizes current transit access for the site, highlights a needs assessment, and outlines parameters associated with two potential service types – a fixed-route shuttle and an on-demand shuttle – to inform ongoing planning for the proposed Focal Point community campus.

**EXISTING TRANSIT SERVICE**

The Focal Point site is well-connected to existing transit service. Two CTA bus routes, Route 52 (Kedzie) and Route 35 (31<sup>st</sup> / 35<sup>th</sup>), connect directly to the site. Other routes operate nearby, but do not directly connect to the Focal Point site, requiring riders to either transfer to another bus or to walk to the site. The CTA Orange and Pink rail lines are both a ten-minute or less bus ride from the site. Existing transit options in the area around the site are illustrated in Figure 1.



**Figure 1. Existing Transit Routes Near Focal Point Site**

**Bus Connections**

The quality of connection provided by a bus route is influenced by several factors, including span of service (the portion of a 24-hour day that the service is operational), frequency of service (also called headways), and connectivity to the larger transit system. Service characteristics for the two CTA routes operating adjacent to the Focal Point site are summarized in **Table 1**.

**Table 1. Service Characteristics for Site-Adjacent CTA Bus Routes**

Route	Span of Service	Frequency of Service	CTA Rail Connections Near Site
<b>Route 35 - 31<sup>st</sup> / 35<sup>th</sup></b>	M – F: 4:00 AM – 12:15 AM Sat: 4:00 AM – 12:15 AM Sun: 4:00 AM – 12:15 AM	Peak Period <sup>1</sup> : 12 – 15 minutes Off-Peak Period: 15 – 20 minutes	Orange Line – 35 <sup>th</sup> /Archer
<b>Route 52 - Kedzie</b>	M – F: 4:00 AM – 12:15 AM Sat: 4:30 AM – 12:00 AM Sun: 5:30 AM – 12:00 AM	Peak Period <sup>1</sup> : 10 – 14 minutes Off-Peak Period: 14 – 20 minutes	Pink Line – Kedzie Orange Line – Kedzie

<sup>1</sup> – Defined as 7:00 – 9:00 AM and 4:00 – 6:00 PM

Both routes operate for 20 hours on weekdays and between 18-20 hours on weekends and holidays. Neither route provides 24-hour service overnight. Peak period headways range from 10-15 minutes, meaning each route will serve the site between four and six times each per hour in each direction. Off-peak headways are no greater than 20 minutes, meaning each route will serve the site a minimum of three times per hour in each direction. All CTA buses are ADA-accessible.

**Rail Access**

Bus routes 52 and 35 connect the site directly to CTA rail stations on the Pink and Orange lines. Both stations are ADA-accessible. Connections to the Red, Blue, and Green lines are also available with longer bus rides.

**Pink Line – Kedzie Station**

Approximately an **eight minute ride** from the site on Route 52 (nine stops away). Route 52 runs every 10-14 minutes during peak morning and evening commute periods, and every 14-20 minutes at other times.

**Orange Line – 35<sup>th</sup> / Archer**

Approximately a **ten minute ride** from the site on Route 35 (17 stops away). Route 35 runs every 12-15 minutes during peak morning and evening commute periods, and every 15-20 minutes at other times.

**Orange Line – Kedzie**

Approximately a **sixteen minute ride** from the site on Route 52 (seventeen stops away). Route 52 runs every 10-14 minutes during peak morning and evening commute periods, and every 14-20 minutes at other times.

## NEEDS ASSESSMENT

The mix of uses included in the Focal Point community campus are expected to generate a steady stream of trips throughout the day, with relative peaks likely to occur around hospital shift change periods and school dismissals. Existing transit service is well-positioned to accommodate peak-period trips to and from the site, with the two noted high-frequency routes directly serving the site. Assuming average peak-hour headways of 12 minutes, buses on each route will stop at the site five times per hour in each direction, for a total of 20 CTA buses per hour combined on the two routes. Further assuming an average capacity of 40 persons per bus, the site will be directly served with up to 800 transit seats per hour. The design of CTA Routes 35 and 52 connect these seats directly to high-capacity rail at the CTA Pink and Orange lines.

The strong connection to rail transit is anticipated to accommodate regional non-auto travel to and from the site without issue. Similarly, access to the site from the 31<sup>st</sup> Street and Kedzie Avenue corridors will be accommodated by CTA bus routes connecting directly to the site. To avoid duplicating existing CTA service while strengthening neighborhood connections to the community campus, additional shuttle service should target local connections in areas not served by directly-connecting CTA routes.

### Identifying Priority Service Areas

To begin identifying priority areas for future shuttle service, a shuttle service area boundary was established based on the areas expected to make the most use of the community campus. The service boundary is based on a largely qualitative review of neighborhood boundaries, land use patterns, transportation connections, and proximity to community nodes, resources, and activity generators. The assumed service area boundary, highlighted in green in **Figure 2**, generally includes the area east of the Chicago city line, west of California Avenue, north of Interstate 55 (Stevenson Expressway) and south of 19<sup>th</sup> Street.

To maximize accessibility of the Focal Point development to community members, shuttles should be targeted in areas without direct bus access to the site. In dense neighborhoods like Little Village, riders will typically walk up to one-quarter mile to reach a bus stop – riders starting trips from longer distances are much more likely to take a different bus route or use another mode of transportation. A route's walkshed is the area within this quarter mile buffer where riders consider the transit access "walkable".

By mapping the total area covered by the walksheds for existing transit routes directly connected to the site (CTA Routes 35 and 52), the percent of the assumed shuttle service area with strong transit connections to the site can be calculated. Approximately 35 percent of the service area is within the blue-shaded walksheds mapped in **Figure 2**. Areas outside the existing transit walkshed include densely populated areas north of 29<sup>th</sup> Street and west of Spaulding Avenue, as well as similarly-dense areas north of 26<sup>th</sup> Street and east of Albany Avenue.

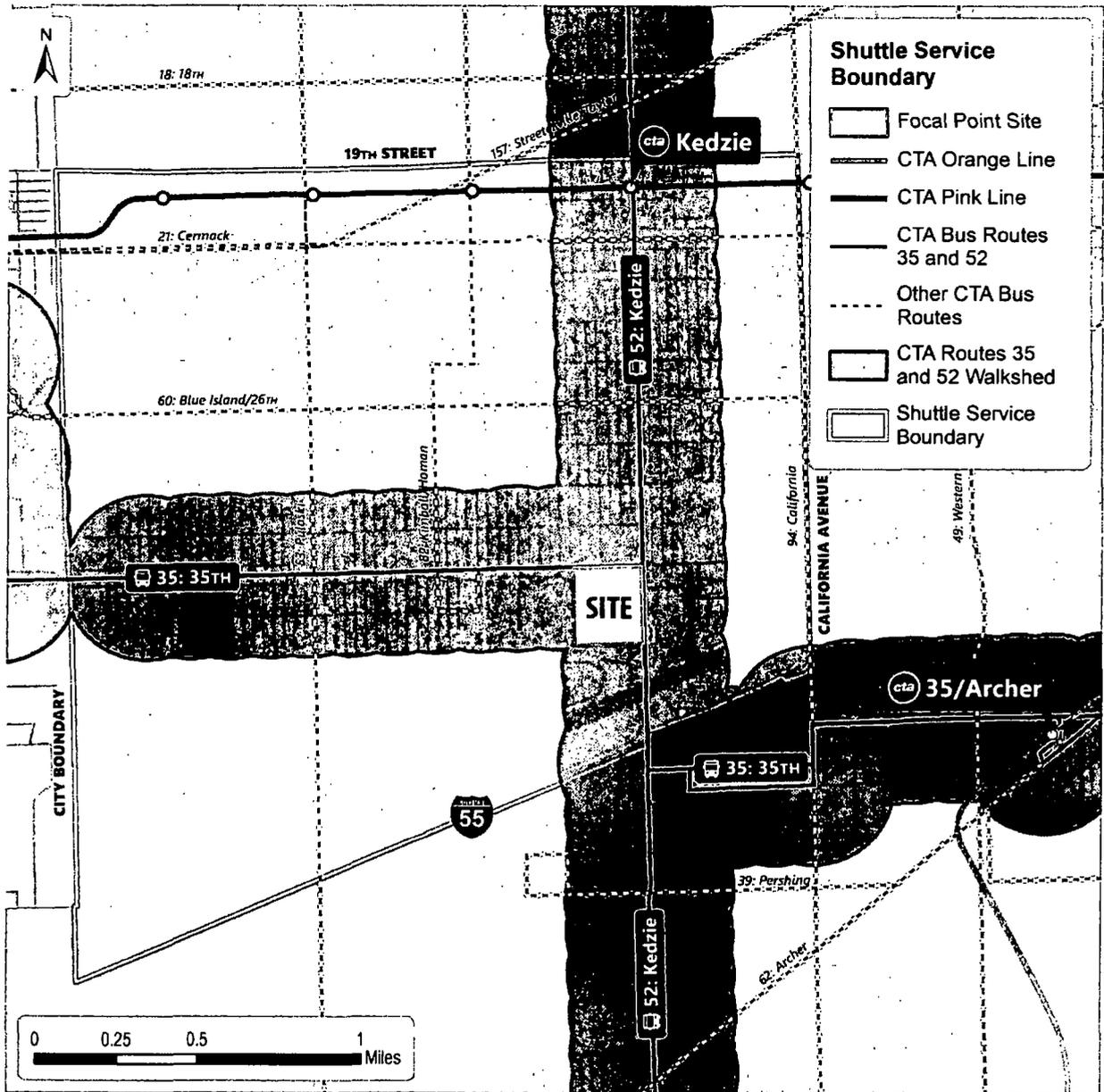
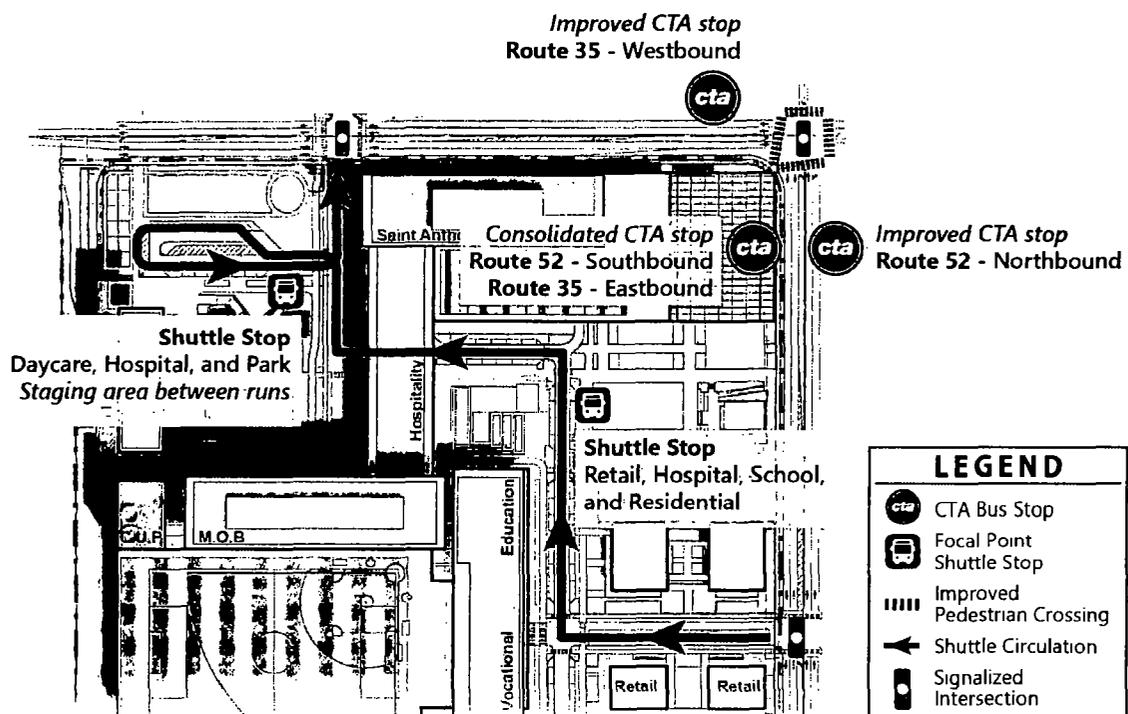


Figure 2. Assumed Shuttle Service Boundary and Existing Transit Service

**Internal Stop Locations**

Shuttle vehicles should circulate through the Focal Point site in a one-way loop from the main Kedzie Avenue driveway to the main 31<sup>st</sup> Street driveway, as shown in Figure 3. To adequately serve the Focal Point campus, two internal stops should be provided. The two stops will balance convenient access to activity generators across the site with efficient travel times for riders. The first stop is recommended on the north-south segment of the internal roadway connecting the two driveways, and will primarily serve retail, hospital, school, and residential components in the eastern portion of the site. The second stop is recommended within the daycare loop to serve the western portion of the site, including the daycare, hospital, and park. Portions of the daycare loop can potentially be used as a staging area for shuttles between runs.



**Figure 3. Proposed Stop Locations Within or Adjacent to Focal Point Site**

CTA access should be consolidated in the northeastern corner of the site, as shown in Figure 3. Far-side stops should be provided where possible, and enhanced amenities including shelters, benches, and real-time arrival boards should be provided. Shelter amenities are to be coordinated through the Chicago Department of Transportation (CDOT) and their contract with JCDecaux.

**External Stop Locations**

Stops outside the Focal Point campus should be located within easy walking distance of key locations in the community where demand is likely to be generated. These places – schools, churches, libraries, retail stores, and dense residential blocks – can also be called community nodes. The density of existing bus routes in the area results in most community nodes already being within the walkshed of an existing bus stop. Focal Point should coordinate with CDOT and the CTA to use existing bus stops

within the service area boundary with stops, and be spaced between a quarter mile and half mile apart. Fixed stop locations, whether co-located with a CTA stop or a separate stop, should include a branded flag sign to identify stop locations and raise awareness of the shuttle service.

## **SERVICE CONCEPTS**

Shuttle service generally operates in one of two ways: fixed-route or on-demand. This section provides an overview of how each service type works. The strengths and weaknesses of each model, relative to the anticipated needs of the Focal Point community campus, are evaluated in detail.

### **Fixed-Route Service**

Fixed-route shuttles emulate a traditional city bus route, running the same route and serving the same stops multiple times a day. Shuttles often share city bus stops with CTA buses. Multiple office buildings, corporations, and institutions around Chicago feature privately-operated fixed-route shuttles to connect employees to transit (such as the many shuttles operating at Union Station and Ogilvie Transportation Center) or link multiple campuses together (the Northwestern Intercampus Shuttle between Streeterville and Evanston is one local example). Precedent services in Chicago are generally focused on, and limit access to, serving commuters, employees, or students rather than the general public. The Navy Pier Trolley is an example that serves the general public between the Pier and select River North stops.

### **On-Demand Service**

On-Demand shuttles are part of an emerging set of transit technologies called micromobility. Micromobility combines aspects of paratransit service, fixed-route services, and ride-sharing apps to allow riders to book shared trips within a defined service area. Vehicle routes are variable and calculated in real-time to provide the most efficient trips possible. Riders may be picked up and dropped off at city bus stops to streamline routes and access points. Existing deployments of on-demand service largely focus serving areas with population and activity densities that do not support traditional transit.

Table 2. Service Model Comparison

	Service Model	
	Fixed-Route Shuttle	On-Demand Shuttle
<b>Best For</b>	Connecting destinations along a busy corridor; connecting commuters to transit in peak periods.	Connecting decentralized demand to a single destination; complement to fixed-route transit.
<b>Strengths</b>	<ul style="list-style-type: none"> <li>• <b>Consistent Schedule</b> – Riders know when and where to expect the bus to arrive.</li> <li>• <b>Just Show Up</b> – Riders don't need to request a pick-up or drop-off in advance.</li> <li>• <b>Capacity</b> – Can easily scale up capacity alongside demand by operating larger vehicles or using a larger fleet while decreasing headway between services.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Complement to CTA</b> – Defining a service area where on-demand service operates allows it to be targeted towards closing gaps in the CTA network.</li> <li>• <b>Utilization</b> – Vehicles only circulate to locations in the service area with demand, and only circulate in response to demand.</li> <li>• <b>Flexibility</b> – Key destinations outside the initial service area boundary – such as partner organizations or other facilities in the Saint Anthony Hospital network – can be added without having to redesign routes.</li> <li>• <b>Direct Connection</b> – The overall number of vehicle miles travelled (VMT) by the system is reduced by travelling directly between rider pick-up and drop-off locations. Riders will have less need to wait at bus stops, improving safety for riders and expanding the overall accessibility of the service.</li> <li>• <b>Incremental Improvements</b> - Smaller vehicles have lower capital costs and will be easier / less expensive to scale and electrify as technology matures.</li> </ul>
<b>Weaknesses</b>	<ul style="list-style-type: none"> <li>• <b>Competition with CTA</b> – Existing bus routes in the area around the site provide frequent service and connections to rail.</li> <li>• <b>Concentration</b> – Works best when rider demand and key destinations are aligned along a single corridor.</li> <li>• <b>Underutilization</b> – Vehicle completes a scheduled trip whether or not there's ridership demand.</li> <li>• <b>High Capital Costs</b> – Will need a substantial fleet to avoid looping, circuitous routes and maintain low headways between services.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Request in Advance</b> – Riders need to request a pick-up or drop-off in advance.</li> <li>• <b>Need an App for That</b> – Rides typically requested using a smartphone app, which may present equity concerns. App can be supplemented with text-to-reserve service or phone line.</li> <li>• <b>Capacity</b> – Smaller vehicles and lack of route standardization may complicate increasing service capacity.</li> </ul>

**Fixed-Route Shuttle**

Two routes (East and West) would be appropriate to cover the populated portions of the service area that are outside the existing transit walkshed. Conceptual alignments for each route are shown in **Figure 4**. Assuming a quarter-mile walkshed for the shuttle routes, approximately 70 percent of the service area, and almost all residential development, is directly-connected to the Focal Point campus.

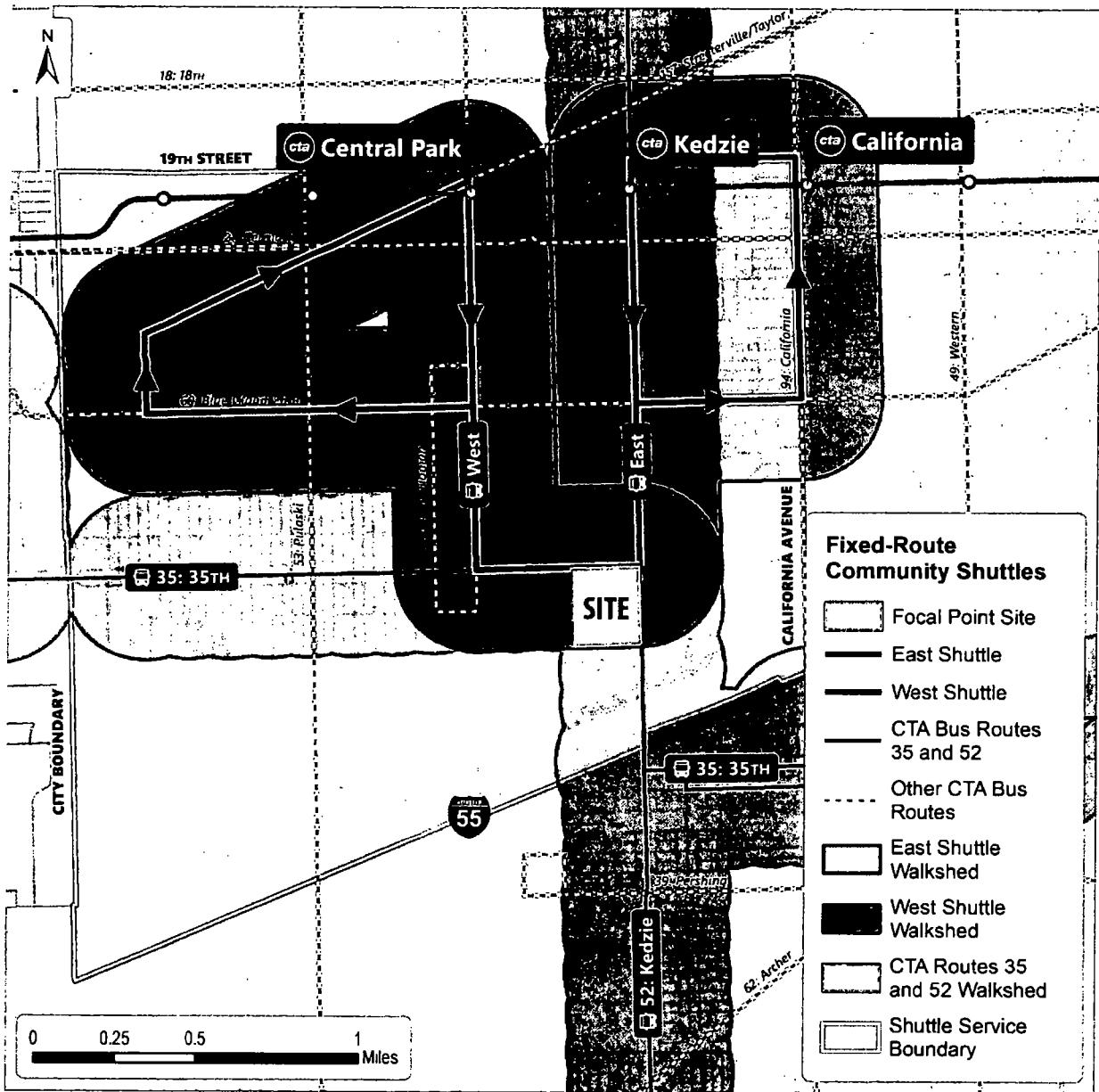


Figure 4. Conceptual Routes for Fixed-Route Shuttle Service

## Route Descriptions

The conceptual West shuttle exits the Focal Point campus and turns west along 31<sup>st</sup> Street. At Central Park Avenue, the route turns north, before turning west along 26<sup>th</sup> Street. At Kostner Avenue, the route turns north towards Ogden Avenue. At Ogden Avenue, the route turns northeast and continues on Ogden Avenue to Central Park Avenue, where it turns south. Just after the right turn onto Central Park Avenue, the route connects to the Central Park Pink Line rail station. From the station, the route continues south to 31<sup>st</sup> Street, where it turns east on Kedzie Avenue back to the Focal Point campus.

The conceptual East shuttle exits the Focal Point site and turns east on 31<sup>st</sup> Street to Kedzie Avenue. At Kedzie Avenue, the route turns north, before turning east on 26<sup>th</sup> Street. At California, the route turns north towards 19<sup>th</sup> Street and the California Pink Line rail station. After connecting to the station, the route turns on 19<sup>th</sup> Street to Kedzie Avenue, where the route turns south back to the Focal Point campus.

## Route Summary

The distance and circulation time for each route is summarized below. Routes should be operated with 30 minute headways during off-peak times, using one vehicle per route. During peak period, two vehicles per route would provide 20-30-minute headways.

### West Shuttle

Route Distance

**3.6 Miles**

Off-Peak Circulation Time

**15-20 Minutes**

Afternoon Peak Travel Time

**25-40 Minutes**

### East Shuttle

Route Distance

**3.6 Miles**

Off-Peak Circulation Time

**15-20 Minutes**

Afternoon Peak Travel Time

**20-35 Minutes**

## On-Demand Shuttle

An on-demand shuttle system covers 100 percent of the service area, as riders are able to request a ride to any location within the geofenced service area boundary. Several service providers – Via, Moovit, Spare, and others – offer solutions ranging in scope from software-only packages that include a consumer-facing app (to request rides) and backend program (to process ride requests and routes vehicles) to turnkey programs that include software, vehicles, and staffing. The number of vehicles in operation and the number of riders per vehicle, can fluctuate based the number of real-time ride requests.

As the service evolves, the service area can be adjusted based on rider and community feedback. Destinations outside the initial service area – such as partner organizations and other healthcare facilities in the Saint Anthony Hospital network – can be added without having to redesign shuttle routes.

**VEHICLE TYPES**

Shuttle vehicles come in a variety of capacities, ranging from modified vans to city transit buses. Three general vehicle types shown in Figure 5.



Figure 5. Types of Shuttle Vehicle

A comparative assessment of design and operational characteristics for each vehicle type are summarized in Table 3. The size of transit buses makes them too inefficient for on-demand service, while vans do not offer enough capacity to efficiently operate a successful fixed-route shuttle system.

Table 3. Comparison of Selected Shuttle Vehicle Types

Category	Transit Bus	Cutaway Bus	Van
<b>Suitability</b>	<ul style="list-style-type: none"> <li>✔ Fixed-Route Shuttle</li> <li>✘ On-Demand Shuttle</li> </ul>	<ul style="list-style-type: none"> <li>✔ Fixed-Route Shuttle</li> <li>✔ On-Demand Shuttle</li> </ul>	<ul style="list-style-type: none"> <li>✘ Fixed-Route Shuttle</li> <li>✔ On-Demand Shuttle</li> </ul>
<b>Capacity<sup>1</sup></b>	35' Bus – 35 persons 40' Bus – 42 persons	16 – 28 persons	8-15 persons
<b>Capital Cost</b>	35' Bus – \$425,000 <sup>2</sup> 40' Bus – \$470,000 <sup>2</sup> 40' Bus (Hybrid) – \$725,000 <sup>2</sup>	\$70,000 - \$95,000 <sup>3</sup>	\$45,000 - \$60,000 <sup>3</sup>
<b>Operating Cost<sup>4</sup></b>	Approximately \$140 / hour (Motorbus)	Approximately \$80 / hour (Demand Response)	Approximately \$30 / hour (Vanpool)
<b>Service Life<sup>5</sup></b>	12+ years	7+ years	150,000+ miles
<b>Integrated Technologies</b>	Technologies such as real-time vehicle tracking, Wi-Fi, and contactless payment can be integrated into all vehicles types. Hybrid and/or electric versions of all vehicle types can be purchased.		

1 – Colorado DOT, Overview of Transit Vehicles

[https://www.codot.gov/programs/innovativemobility/assets/commuterchoices/documents/trandir\\_transit.pdf](https://www.codot.gov/programs/innovativemobility/assets/commuterchoices/documents/trandir_transit.pdf)

2 – Wisconsin DOT, Heavy Duty Bus Procurement 2021 Price Sheet

<https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/transit/procure-hdb.aspx>

3 – Wisconsin DOT, Human Services Vehicle Procurement 2021 Price Sheet

<https://wisconsindot.gov/Documents/doing-bus/local-gov/astnce-pgms/transit/procurement/bid-tab.pdf>

4 – Federal Transit Administration, National Transit Summaries & Trends 2019, Exhibit 14 – Data represents average operational costs by mode reported by public and private transit operators.

[https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-12/2019-NTST-1-1\\_0.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/2020-12/2019-NTST-1-1_0.pdf)

5 – Based on Federal Transit Administration fleet replacement funding eligibility guidelines for public agencies. Private transportation companies often operate vehicles for longer periods.

## **SUMMARY AND RECOMMENDATIONS**

The Focal Point campus is well-served by existing transit, with two CTA bus routes (35 and 52) connecting the Kedzie Avenue and 31<sup>st</sup> Street corridors directly to the site and providing high-frequency service. The Kedzie Pink Line and 35<sup>th</sup>/Archer Orange Line rail stations are both accessible to the site via a bus ride of ten minutes or less.

The highest demand for transit to and from the Focal Point campus is anticipated to come from the area north of I-55, south of 19<sup>th</sup> Street, east of the City boundary, and west of California Avenue. This area is defined as the shuttle service boundary. Approximately 35 percent of area within the service boundary falls within the walkshed for CTA Routes 35 and 52. To maximize community accessibility to Focal Point, shuttle service should focus on increasing the percent of the service boundary that is most easily walkable to directly-connected transit.

Two broad shuttle service models can be pursued: fixed-route or on-demand. Fixed-route shuttles emulate a traditional city bus route, running the same route and serving the same stops multiple times a day. On-Demand shuttles combine aspects of demand-responsive paratransit service, fixed-route services, and ride-sharing apps to allow riders to book shared trips from anywhere within a defined service area. Vehicle routes are variable and calculated in real-time to provide the most efficient trips possible.

To adequately serve the community around the Focal Point campus with fixed-route service, two routes would likely be required – an East and West route – to provide 30-minute headways in off-peak periods, one vehicle would be required for each of the two routes. In peak periods, two vehicles would be needed on each route to provide 20-minute headways.

The number of vehicles required to serve the community with on-demand service would fluctuate based on demand. To ensure ride requests can be answered in a timely fashion, a minimum of two vehicles should be operational in off-peak periods, while a minimum of four vehicles in service are expected to be appropriate during peak periods. The scalable nature of on-demand service allows the number of vehicles to grow with demand, while the service area boundary can be easily adjusted to reflect rider and community feedback. By directly-connecting riders from origin to destination, time spent waiting at bus stops is reduced, helping ensure a safe experience for riders and expanding the attractiveness of the shuttle service to a broader segment of the population.

Based on a comparative analysis of service types, capital and operating costs, route design, and vehicle types, initial implementation of an on-demand shuttle service is recommended. The service should operate with small cutaway buses or vans to provide service on-request within the noted service area. Focal Point should coordinate with the CTA to allow for use of existing stops, where available, for the on-demand shuttle service.

## PART II SUBMITTAL PERSONAL INVENTORY SHEET

- Part II request letter signed by Applicant (owner and/or owner's legal representative or agent)
- Electronically uploaded and properly scaled architectural plans stamped & signed by a licensed architect, specifically intended for Part II review and submitted exclusive of the number of required building sets. *Please note however that all sets submitted to City must reflect the most current date of production, issuance, submittal or distribution, and be identical to those distributed to all other City disciplines.*

### Architectural plans electronically submitted for Part II review includes the following:

- Dimensioned Site Plan
- Dimensioned Landscape Plan with the owner's and the licensed landscape architect's statements and signatures. Please refer to page 37 of the Landscape Guidelines for information to include on the landscape drawings, i.e. planting information and details, ornamental fencing, trash enclosure details etc.
- Dimensioned floor plans
- Elevation drawings
- Building/structure sections (to reflect complete attic and basement areas if applicable)
- Exterior wall sections
- All details (cut-sheets) of fencing, lighting, architectural elements, features, amenities etc., relevant to the project; *The Department of Housing and Economic Development's Bureau of Planning and Zoning reserves the right to request any of these and/or any other information it deems necessary upon the review stage of the project.*

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**The above information checked-off signifies fulfillment of that particular item required of the Part II Application. Please note however that the entire Part II Application including plans will be deemed incomplete and duly rejected if any of the applicable & relevant material reflected above has not been provided in accordance herein. The Application will be accepted and considered complete only upon fulfillment of all required material.**

Project Address: \_\_\_\_\_ P.D. and/or LF No(s): \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ Date Rejected & Returned: \_\_\_\_\_

Applicant's Acknowledgment: \_\_\_\_\_ Date: \_\_\_\_\_



## ORDINANCE

WHEREAS, the City of Chicago ("City") is an Illinois municipal corporation; and

WHEREAS, Chicago Southwest Development Corporation ("Developer") is an Illinois not-for-profit corporation; and

WHEREAS, the Board of Education of the City of Chicago ("Board") is the beneficial owner of one vacant parcel of property located at 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois (PIN: 16-35-201-012) (the "Property"), and which Property is located in the Little Village Industrial Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 13, 2007, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2626; and

WHEREAS, pursuant to applicable state law, the City holds legal title to the Property in trust for public schools; and

WHEREAS, pursuant to its power and authority under the School Code of the State of Illinois, 105 ILCS 5/1-1 et. seq. (the "School Code") and pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et. seq. (the "LGPTA"), the Board at its meeting on January 25, 2012, pursuant to Board Report 12-0125-OP1 (the "January 25, 2012 Report"), determined that it is necessary or convenient for it to lease the real property commonly known as 4001 North Oak Park Avenue, Chicago, IL (PIN: 13-18-409-050 [part of]) (the "Read-Dunning Property") from the City with an option to purchase in consideration of the conveyance of the real property commonly known as 1450 N. Larrabee Street, Chicago, IL 60610 (PIN: 17-04-106-001 through -014; 17-04-107-005 through -015; 17-04-119-001 through -024; 17-04-119-039; 17-04-119-041; 17-04-120-001 through -023; and 17-04-120-025) (the "Former Near North Property") and the Property by the Board to the City; and

WHEREAS, pursuant to an ordinance adopted by the City Council on May 9, 2012, and published in the Journal for such date at pages 25768 through 25835, the City Council approved the City's acquisition of the Property from the Board; and

WHEREAS, to reiterate the Board's decision expressed in the January 25, 2012 Report to convey title to the Property to the City, the Board has notified the City in writing that the Board is ready, willing and able to convey title to the Property to the City so that the City may satisfy its obligation under this Agreement to convey title to the Property to Developer in the event Developer satisfies the conditions to the City's obligation to close described in Section 9 of the substantially final form of the proposed redevelopment agreement attached hereto as Exhibit 1 ("Redevelopment Agreement"); and

WHEREAS, the Developer is the owner of multiple parcels of property located at 3244-3250 S. Kedzie Ave. (PIN: 16-35-203-006); 3200 S. Kedzie Ave. and 3230 and 3354 W. 31<sup>st</sup> Street (PIN: 16-35-203-002, -004 and -008) and 3345 W. 31<sup>st</sup> Street (PIN: 16-35-201-007, -008, -010, -011 and -014), Chicago, Illinois, (collectively, the "Developer Parcels") and which Developer Parcels are located in the Area; and

WHEREAS, in or about 2010, after the City toured the existing Saint Anthony Hospital located at 2875 W. 19<sup>th</sup> Street (the "Current Saint Anthony Hospital"), Chicago, IL 60623, the City recommended to Saint Anthony Hospital (the "Hospital") that it consider developing a plan to relocate the Current Saint Anthony Hospital to ensure continued operations in and service to the community and that, as part of the plan, the City suggested that the Hospital acquire and develop the Property into a new Saint Anthony Hospital (the "New Saint Anthony Hospital"); and

WHEREAS, the Hospital caused the Developer to be created as a separate, independent not-for-profit corporation to create a relocation plan and such plan included acquisition of the Property from the City together with the acquisition of the Developer Parcels to construct the New Saint Anthony Hospital and the Remainder Project (as defined below); and

WHEREAS, the Hospital was founded in 1898 and is a not-for-profit, acute care, community hospital, community teaching hospital dedicated to serving the health needs and improving the health and wellness of the families of Chicago's West and Southwest Sides; and

WHEREAS, the Hospital provides medical care, social services, and community outreach to the residents of eight neighborhoods in the City of Chicago: Little Village, North Lawndale, Pilsen, Brighton Park, Back of the Yards, McKinley Park, Archer Heights and Austin; and

WHEREAS, the Hospital offers services for people regardless of their nationality, religious affiliation and ability to pay; and

WHEREAS, the current appraised market value of the Property is TWO MILLION, THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$2,350,000.00); and

WHEREAS, the Developer is requesting and desires to purchase the Property for FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to develop the Project (as defined below); and

WHEREAS, the City is willing to sell the Property to the Developer in "as-is", "where is" and "with all faults" condition for the FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00); and

WHEREAS, the Developer shall do the following in relation to the Property and Developer Parcels (such Property and Developer Parcels collectively referred to herein as the "Project Parcels"): (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and the uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 to the Property and part of the Developer Parcels and develop a new approximately 151-bed hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs; and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs (the "Project"), and perform other redevelopment obligations as set forth in the Redevelopment Agreement; and

WHEREAS, the Developer desires to develop the remainder of the Project Parcels (the "Remainder Project Parcels") with uses including, but not limited to, commercial, residential and mixed use commercial/residential and public and civic (the "Remainder Project"); *provided*, however, such uses shall be subject to the City's final review and zoning approval; and

WHEREAS, the Developer and City acknowledge that implementation of the policies and provisions described in the Redevelopment Agreement will be of mutual benefit to the Developer and the City; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared and found that it is useful, desirable and necessary that the City convey the Property to the Developer.

SECTION 3. The Mayor or her proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more deeds conveying the Property from the City in trust for public schools to the City itself. The Department is hereby authorized to accept such deeds for the Property on behalf of the City, subject to the approval of the Corporation Counsel.

SECTION 4. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Illinois *Tax Increment Allocation Redevelopment Act*.

SECTION 5. The sale of the Property to the Developer for \$5,000,000 is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents. Such supporting documents shall include but not be limited to an escrow agreement for the environmental remediation of the Property as contemplated by the Redevelopment Agreement, which such escrow agreement may also be executed and administered on behalf of the City by the Commissioner of the Department of Assets, Information and Services or his designee.

SECTION 6. The Mayor or her proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

ORDINANCE EXHIBIT 1, THE REDEVELOPMENT AGREEMENT

THIS INSTRUMENT PREPARED BY, AND  
AFTER RECORDING, PLEASE RETURN TO:

Michael Gaynor  
Senior Counsel  
City of Chicago  
Department of Law, Real Estate Division  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
(312) 744-6910

AGREEMENT FOR THE  
SALE AND REDEVELOPMENT  
OF LAND

(With Reconveyance Deed terms  
at Sections 9.9, 19.6, and in  
the form attached as Exhibit E.)

(The Above Space For Recorder's Use Only)

This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 2875 West 19<sup>th</sup> Street, Chicago, Illinois 60623.

RECITALS

(A) WHEREAS, the Board of Education of the City of Chicago ("Board") is the owner of one vacant parcel of property located at 3201-3345 West 31<sup>st</sup> Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois (PIN: 16-35-201-012), which is legally described on Exhibit A attached hereto (the "Property"), and which Property is located in the Little Village Industrial Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 13, 2007, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2626; and

(B) WHEREAS, pursuant to its power and authority under the School Code of the State of Illinois, 105 ILCS 5/1-1 et. seq. (the "School Code") and pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et. seq. (the "LGPTA"), the Board at its meeting on January 25, 2012, pursuant to Board Report 12-0125-OP1 (the "January 25, 2012 Report"), determined that it is necessary or convenient for it to lease the real property commonly known as 4001 North Oak Park Avenue, Chicago,

IL (PIN: 13-18-409-050 [part of]) (the "Read-Dunning Property") from the City with an option to purchase in consideration of the conveyance of the real property commonly known as 1450 N. Larrabee Street, Chicago, IL 60610 (PIN: 17-04-106-001 through -014; 17-04-107-005 through -015; 17-04-119-001 through -024; 17-04-119-039; 17-04-119-041; 17-04-120-001 through -023; and 17-04-120-025) (the "Former Near North Property") and the Property by the Board to the City; and

(C) WHEREAS, pursuant to an ordinance adopted by the City Council on May 9, 2012, and published in the Journal for such date at pages 25768 through 25835, the City Council approved the City's acquisition of the Property from the Board; and

(D) WHEREAS, to reiterate the Board's decision expressed in the January 25, 2012 Report to convey title to the Property to the City, the Board has notified the City in writing that the Board is ready, willing and able to convey title to the Property to the City so that the City may satisfy its obligation under this Agreement to convey title to the Property to Developer in the event Developer satisfies the conditions to the City's obligation to close described in Section 9 of this Agreement; and

(E) WHEREAS, the Developer is the owner of multiple parcels of property located at 3244-3250 S. Kedzie Ave. (PIN: 16-35-203-006); 3200 S. Kedzie Ave. and 3230 and 3354 W. 31<sup>st</sup> Street (PIN: 16-35-203-002, -004 and -008) and 3345 W. 31<sup>st</sup> Street (PIN: 16-35-201-007, -008, -010, -011 and -014), Chicago, Illinois, which are legally described on Exhibit B attached hereto (collectively, the "Developer Parcels") and which Developer Parcels are located in the Area; and

(F) WHEREAS, in or about 2010, after the City toured the existing Saint Anthony Hospital located at 2875 W. 19<sup>th</sup> Street (the "Current Saint Anthony Hospital"), Chicago, IL 60623, the City recommended to Saint Anthony Hospital (the "Hospital") that it consider developing a plan to relocate the Current Saint Anthony Hospital to ensure continued operations in and service to the community and that, as part of the plan, the City suggested that the Hospital acquire and develop the Property into a new Saint Anthony Hospital (the "New Saint Anthony Hospital"); and

(G) WHEREAS, the Hospital caused the Developer to be created as a separate, independent not-for-profit corporation to create a relocation plan and such plan included acquisition of the Property from the City together with the acquisition of the Developer Parcels to construct the New Saint Anthony Hospital and the Remainder Project (as defined herein); and

(H) WHEREAS, the Hospital was founded in 1898 and is a not-for-profit, acute care, community hospital, community teaching hospital dedicated to serving the health needs and improving the health and wellness of the families of Chicago's West and Southwest Sides; and

(I) WHEREAS, the Hospital provides medical care, social services, and community outreach to the residents of eight neighborhoods in the City of Chicago: Little Village, North Lawndale, Pilsen, Brighton Park, Back of the Yards, McKinley Park, Archer Heights and Austin; and

(J) WHEREAS, the Hospital offers services for people regardless of their nationality, religious affiliation and ability to pay; and

(K) WHEREAS, the Developer is requesting and desires to purchase the Property for FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) to develop the Project (as defined herein); and

(L) WHEREAS, the City is willing to sell the Property to the Developer in "as-is", "where is" and "with all faults" condition for the FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00); and

(M) WHEREAS, the Developer shall do the following in relation to the Property and Developer Parcels (such Property and Developer Parcels collectively referred to herein as the "Project Parcels"): (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and the uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 to the Property and part of the Developer Parcels and develop a new approximately 151-bed hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs; and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs; and all as more fully described on Exhibit C attached hereto (the "Project"), and perform other redevelopment obligations as set forth in this Agreement; and

(N) WHEREAS, the Developer desires to develop the remainder of the Project Parcels (the "Remainder Project Parcels") with uses including, but not limited to, commercial, residential and mixed use commercial/residential and public and civic (the "Remainder Project"); *provided*, however, such uses shall be subject to the City's final review and zoning approval; and

(O) WHEREAS, the Developer and City acknowledge that implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City; and

(P) WHEREAS, the Developer and City shall execute this Agreement upon passage and approval of an ordinance authorizing this Agreement and the execution of same.

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

#### SECTION 1. INCORPORATION OF RECITALS.

The foregoing findings and recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

#### SECTION 2. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property in "as-is, "where is", and "with all faults" condition, for the sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) ("Purchase Price"). Such amount shall be paid to the City at the Closing (as defined in Section 4). The appraised market value of the Property is TWO MILLION, THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$2,350,000.00). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees, title insurance fees, survey fees, and all other closing costs and expenses.

Developer and the City shall execute this Agreement upon passage and approval of an ordinance ("Ordinance") authorizing this Agreement and the execution of same. The original executed Agreement shall be held in escrow by the City's Department of Law, Real Estate and Land Use Division. The City shall provide the Developer with a fully executed copy of this Agreement.

#### SECTION 3. PERFORMANCE DEPOSIT.

3.1 Performance Deposit. The Developer has previously deposited with DPD the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 13 of this Agreement). The Performance Deposit shall be refunded to the Developer upon the issuance of said Certificate of Completion or otherwise pursuant to the provisions of this Agreement, but shall be forfeited to the City if the Developer defaults, after written notice from the City (if required) and the applicable cure or grace period (if any) as set forth in Section 19.3 of this Agreement, in any of its obligations under the terms of this Agreement.

3.2 Interest. The City will pay no interest to the Developer on the Performance Deposit.

3.3 Board's Conveyance of Title to the City. No later than fourteen (14) days after the Effective Date, the City shall notify Developer that the Board has provided the City with a recordable deed conveying title to the Property to the City (the "Board-City Deed"). The City shall deposit the Board-City Deed into the closing escrow promptly after Developer has satisfied the conditions to the City's obligation to close pursuant to Section 9 of this Agreement.

#### SECTION 4. CLOSING.

4.1 Closing Location. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the downtown offices of Greater Illinois Title Insurance Company (the "Title Company"), 120 North LaSalle Street, Chicago, Illinois 60601.

4.2 Closing Date. The Closing shall occur no later than thirty (30) days after the Developer has satisfied the conditions to the obligation to close under Section 9 of this Agreement (the "Closing Date").

4.3 Deed, Transfer Declarations and ALTA Statement. On or before the Closing Date, the City shall deliver to the Title Company the Board-City Deed, Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

#### SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;
- (c) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of the Property for the development of the Project;
- (d) such other title defects as may exist; and
- (e) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording; Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

#### SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the City has delivered to the Developer an initial title commitment for an owner's policy of title insurance for the Property (the "Title Commitment") from the Title Company, showing the Board in title to the Property as of the Effective Date. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey the Title Company deems necessary for the Closing.

6.2 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the Closing Date, to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, and the Performance Deposit shall be returned to Developer. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

#### SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

After the Effective Date, Developer shall apply for all necessary zoning approvals for the Project and Remainder Project and shall pursue such approvals in good faith and with all due diligence.

#### SECTION 8. PROJECT BUDGET.

8.1 Preliminary Core and Shell Project Budget. The total preliminary estimated core and shell construction budget for the Project ("Preliminary Core and Shell Project Budget") is ONE HUNDRED EIGHTY MILLION AND NO/100 DOLLARS (\$180,000,000.00).

8.2 Updated Core and Shell Project Budget. Not less than thirty (30) days prior to the Closing Date, the Developer shall submit to DPD for approval an updated core and shell budget for the Project (the "Updated Core and Shell Project Budget").

#### SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligation of the City under this Agreement to convey title to the Property is contingent upon each of the following being done at least thirty (30) days prior to the Closing Date:

9.1 Final Zoning Approvals. The Developer shall have delivered to the City evidence of all zoning approvals required for construction of the Project and Remainder Project.

9.2 Updated Core and Shell Project Budget. The Developer shall have provided the City with evidence of the Updated Core and Shell Project Budget.

9.3 Insurance. The Developer shall have delivered to the City evidence of insurance as such required insurance is set forth on Exhibit D, attached hereto and made a part hereof. The City shall be named as an additional insured on all liability insurance policies, with endorsements, and as a loss payee

(subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 13 of this Agreement). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.4 Legal Opinion. The Developer shall, at the City's request, deliver to the City a legal opinion in a form reasonably acceptable to the City's Corporation Counsel.

9.5 Due Diligence. The Developer shall have delivered to the City due diligence searches in the name of the Developer (UCC liens, state and federal tax liens, pending suits and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

9.6 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

9.7 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 of this Agreement and elsewhere in this Agreement shall be true and correct.

9.8 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

9.9 Reconveyance Deed. Simultaneous with the execution of this Agreement, the Developer shall execute and deliver to the City a special warranty deed for the Property in recordable form naming the City as grantee ("Reconveyance Deed"), substantially in the form attached hereto as Exhibit E, for possible recording in accordance with Section 19 of this Agreement.

9.10 Phase I and Phase II ESA. The Developer shall have provided the City the Phase I ESA and Phase II ESA as described in and pursuant to Section 22.4 of this Agreement.

9.11 Environmental Escrow. Pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit H (the "Joint Order Escrow Agreement"), the Developer shall deposit in a joint order escrow account THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) (the "Joint Order Deposit") less the amount of costs of Remediation Work (as defined in Section 22.4 of this Agreement) actually incurred and paid by the Developer as of the Closing Date (the "Pre-Closing Date Remediation Work Costs"), said Pre-Closing Date Remediation Work Costs are itemized and shown on Exhibit I attached hereto. The Developer shall pay all escrow fees, if any. The Developer shall be entitled to draw from the joint order escrow account as funds are expended for Remediation Work (as defined in Section 22.4 of this Agreement) related to obtaining the NFR Letter (as defined in Section 22.4 of this Agreement) for the Project Parcels in accordance with Section 22.4 of this Agreement. If the total cost of the

Remediation Work is less than the Joint Order Deposit, then the escrow balance (including interest, if any) shall belong to the Developer and the Developer shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the Developer following the issuance and recording of the NFR Letter in accordance with Section 22.4 of this Agreement. If the total cost of the Remediation Work is greater than the Joint Order Deposit, then the Developer shall bear sole responsibility for all costs for the Remediation Work in excess of the Joint Order Deposit. No later than eighteen (18) months after the Closing Date, the Developer shall provide written notice to the City stating whether the Developer will or will not resume the Remediation Work ("Notice of Resumption of Remediation Work"). If the Developer provides a Notice of Resumption of Remediation Work within the aforesaid time period stating that the Developer will not resume Remediation Work and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the Developer and the Developer shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the Developer following termination of this Agreement. If the Developer fails to provide a Notice of Resumption of Remediation Work within the aforesaid time period and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the City and the City shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the City following termination of this Agreement so that the City may use such funds to remediate the Property. If the Developer provides a Notice of Resumption of Remediation Work within the aforesaid time period stating that the Developer will resume the Remediation Work and thereafter fails to complete the Remediation Work, and thereafter this Agreement is terminated, then the escrow balance (including interest, if any) shall belong to the City and the City shall have the sole right to direct the escrow agent to disburse the funds in the joint order escrow account to the City following termination of this Agreement so that the City may use such funds to remediate the Property.

9.12 Cinespace Deed. Cinespace Chicago Film Studios, LLC, an Illinois limited liability company ("Cinespace"), whose business address is 2558 W. 16th Street, Chicago, IL 60608, is a Member and principal of Lawndale Real Estate III LLC, an Illinois limited liability company whose business address is 2621 W. 15th Place, Chicago, IL 60608. On May 29, 2018, Cinespace via Lawndale Real Estate III LLC purchased the improved parcel of property located at 3355 W. 31st Street, Chicago, IL 60623 (PIN: 16-35-200-018; 16-35-201-004 and 16-35-201-013) (the "Cinespace Property"), which is legally described on Exhibit F attached hereto. The Cinespace Property is located west of and adjacent to the Property and Developer Parcels. Cinespace desires to develop and use the Cinespace Property for parking (the "Cinespace Project"). The City desires the Developer to assist Cinespace with the Cinespace Project by making a good faith effort to negotiate a sale of a portion of the Developer Parcels described and/or otherwise depicted on Exhibit G ("Parcel A"). In 2018 and 2019, the Developer offered to assist Cinespace with the Cinespace Project by trying to negotiate a sale of Parcel A. Currently, Cinespace continues to desire to purchase Parcel A to use in connection with the Cinespace Project. The Developer is willing to assist the City and Cinespace with the Cinespace Project by making a good faith effort to negotiate a sale of Parcel A to Cinespace. Prior to the Closing Date, if the Developer and Cinespace or its designee have entered into a purchase and sale agreement for Parcel A (the "Parcel A PSA"), then the Developer shall have executed and delivered to the Title Company a special warranty deed for Parcel A in recordable form naming Cinespace or its designee as grantee (the "Cinespace Deed") and be ready, willing and able to close on the sale of Parcel A to Cinespace or its designee in accordance with the Parcel A PSA; *provided*, however, the City acknowledges and agrees that the Developer shall have no obligation to satisfy this condition if Cinespace or its designee: (a) has not entered into the Parcel A PSA; (b) refuses to close on the Parcel A PSA simultaneous to the Developer closing on the Property; (c) defaults on the Parcel A PSA; or (d) terminates the Parcel A PSA for no reason or any reason other than the Developer defaulting on the Parcel A PSA.

If any of the conditions in Section 9.1-9.11 of this Agreement have not been satisfied or waived by DPD in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer and Cinespace or its designee have entered into the Parcel A PSA and prior to the Closing Date, the Developer defaults on the Parcel A PSA, then the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. In the event of a termination prior to the conveyance of the Property to the Developer, the City shall be entitled to retain the Performance Deposit. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

#### SECTION 10. CONSTRUCTION REQUIREMENTS.

10.1 Plans. The Developer shall construct the Project on the Property and part of the Developer Parcels, if necessary, in accordance with the plans and permits approved by the City.

10.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting. The Developer shall apply to CDOT for a separate ordinance for any and all expansions of the public rights of way adjacent to the Project Parcels.

10.3 City's Right to Inspect Project Parcels. For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Project Parcels at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Project Parcels as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Project Parcels.

10.5 Survival. The provisions of this Section 10 of this Agreement shall survive the Closing.

#### SECTION 11. LIMITED APPLICABILITY.

DPD's approval of matters contained in this Agreement are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Project Parcels. The approval given by DPD shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

## SECTION 12. POST CLOSING OBLIGATIONS; COMMENCEMENT AND COMPLETION OF PROJECT.

12.1 MBE/WBE Compliance Plan. Not less than fourteen (14) days prior to the Developer applying for a building permit for the construction of the Project, The Developer and its general contractor and all major subcontractors shall have met with staff from DPD regarding compliance with the MBE/WBE, City residency hiring, prevailing wage and other requirements set forth in Section 23 of this Agreement, and the City shall have approved the Developer's compliance plan in accordance with Section 23.4 of this Agreement.

12.2 Completion of Construction, Issuance of the NFR Letter and Commencement of Operations of the New Saint Anthony Hospital. No later than six (6) years after the Closing Date (the "Project Completion Deadline"), the Developer shall complete construction of the Project evidenced by: (a) the issuance of a certificate of occupancy ("Certificate of Occupancy") for the Project; (b) issuance and recording of the NFR Letter for the Property and (c) commencement of hospital operations of the New Saint Anthony Hospital.

12.3 Extensions. DPD may, in its sole discretion, extend the time periods referenced in this Section 12 by up to twelve (12) months each (i.e. twenty four (24) months, in the aggregate) by issuing a written extension letter.

## SECTION 13. CERTIFICATE OF COMPLETION.

Upon the issuance of a Certificate of Occupancy for the New Saint Anthony Hospital by the City, the Developer shall provide a written request to the City for the issuance of a certificate of completion ("Certificate of Completion"). The City shall issue the Certificate of Completion upon the following conditions: (a) the City has issued the Certificate of Occupancy for the New Saint Anthony Hospital; (b) DPD's Monitoring and Compliance Unit has determined in writing that the Developer is in complete compliance with the Developer's obligations pursuant to Section 23 of this Agreement; (c) the New Saint Anthony Hospital is open and operating; and (d) there exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default. The issuance of the Certificate of Occupancy shall not be contingent on the issuance of the Certificate of Completion.

Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to satisfy the conditions contained in this Section 13 or is otherwise in default, and what reasonable measures or acts will be necessary for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence

that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit and Reconveyance Deed to the Developer.

#### SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

14.1 Shall devote the Property and part of the Developer Parcels solely to the Project, in particular for the development of the New Saint Anthony Hospital described in this Agreement, and for uses that comply with the Little Village Industrial Redevelopment Plan (the "Redevelopment Plan") until the Redevelopment Plan expires on December 31, 2031.

14.2 Shall retain 1,000 jobs, or contractually obligate the Hospital, as the tenant with respect to the New Saint Anthony Hospital, to retain 1,000 jobs at the New Saint Anthony Hospital; create at least 20 permanent jobs or contractually obligate the Hospital, as the tenant with respect to the New Saint Anthony Hospital, to create at least 20 permanent jobs (each such permanent full-time equivalent job is hereby defined as 35 hours of employment per week with full benefits) at the Property and part of the Developer Parcels. This covenant shall expire ten (10) years after the date of issuance of the Certificate of Completion.

14.3 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Project Parcels or any part thereof or the Project or any part thereof.

#### SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, so long as the use of the Property continues to be a hospital or any other use or uses permitted under the planned development ordinance in place, the Developer may not, without the prior written consent of DPD, which consent shall not be unreasonably withheld: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement; *provided*, however, the Developer may, with the prior written consent of DPD, which consent shall not be unreasonably withheld, sell or transfer an interest in the Property to an equity investor in exchange for capital to be used to finance the construction of the Project. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall not be unreasonably withheld. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole beneficiary.

## SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which consent shall not be unreasonably withheld, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any mortgage(s) necessary to finance the Updated Core and Shell Project Budget.

## SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage (or any affiliate of such holder) necessary to finance construction of the Project shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 of this Agreement and shall, prior to recording any mortgage, execute and record a subordination agreement (as defined in Section 12.3 of this Agreement). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18 of this Agreement.

## SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties herein agree that the following covenants in this Agreement will be covenants running with the land of the Property, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 of this Agreement as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City: (a) Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property). The covenants provided in Section 12, Section 15 and Section 16 of this Agreement shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 14.1 of this Agreement shall terminate after the occurrence of both, the issuance of the Certificate of Completion and the expiration of the Redevelopment Plan on December 31, 2031. The covenant contained in Section 14.2 of this Agreement shall expire ten (10) years after the issuance of the Certificate of Completion. The covenant contained in Section 14.3 of this Agreement shall have no expiration date and remain in perpetuity.

## SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of a public enemy, acts of the United States government, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, embargoes, unusually severe weather or delays of subcontractors due to such causes and delays caused by or resulting from any governmental entity processing the Developer's requests for approvals and other permits necessary to complete the Project. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of this Agreement.

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with Section 12 of this Agreement, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the Property or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations that will prevent the Developer from completing the Project.

(g) The Developer fails to close by the Closing Date.

(h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. Except in relation to an Event of Default that occurs prior to the Closing Date under Section 19.4(c) or (g) of this Agreement, if an Event of Default occurs prior to the Closing Date and the default is not cured in the time period provided for in Section 19.3 of this Agreement, the City may terminate this Agreement and institute any action or proceeding at law or in equity against the Developer and retain the Performance Deposit.

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 of this Agreement, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property,

or any portion thereof, terminate the estate, or any portion thereof, conveyed to the Developer, and re-vest title to the Property, or any portion thereof, in the City by recording the Reconveyance Deed; *provided*, however, the City's right of reverter shall, after the issuance of the NFR Letter pursuant to Section 22.4 below, be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage(s) necessary to finance the Updated Core and Shell Project Budget. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed, such recording is effective for the purposes of transferring title to the Property, or any portion thereof, to the City by executing any customary transfer documents. The provisions of this section shall survive any and all termination this Agreement (regardless of the reason for such termination).

19.7 Resale of the Property: Upon the re-vesting in the City of title to the Property, or any portion thereof, as provided in Section 19.6 of this Agreement, the City may convey the Property, or any portion thereof, subject to any first mortgage lien to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD and otherwise comply with the covenants that run with the land as specified in Section 18 of this Agreement.

19.8 Disposition of Resale Proceeds. If the City sells the Property, or any portion thereof, as provided for in Section 19.7 of this Agreement, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property, or any portion thereof, (less any income derived by the City from the Property, or any portion thereof, in connection with such management); and
- (b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any such remaining proceeds up to the amount of the fair market value of the improvements, if any, made to the Property by the Developer with respect to the Project, said market value to be ascertained as of the date of resale of the Property by the City after re-taking title from the Developer. If there are any proceeds remaining after payment of the aforementioned remaining proceeds to the Developer under this section, then the City shall be entitled to receive any balance of such proceeds and the right to retain the Performance Deposit.

## SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Project Parcels or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

## SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity, including but not limited to any environmental activity, undertaken by the Developer or any Agent on the Property prior to or after the Closing. Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 22. INSPECTION; CONDITION OF PROPERTY AT CLOSING.

22.1 "As Is", "Where Is" and "With all Faults" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition.

### 22.2 Right of Entry for Property Inspection; Environmental Inspection of Property.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. The City, on behalf of the Developer, shall facilitate securing the Developer the right, at Developer's sole cost and expense, to enter the Property (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City so that prior to the Closing Date the Developer may perform or cause to be performed a Phase I Assessment report ("Phase I Investigation") and a Phase II subsurface investigation ("Phase II Investigation") (the Phase I Investigation and/or Phase II Investigation may be hereinafter referred to individually or collectively as the "Environmental Investigation"), if necessary, of the Property. In connection with the Environmental Investigation, the Developer shall enroll the Property in the IEPA Site Remediation Program ("SRP") as the "Remediation Applicant" using the IEPA Application and Services Agreement (DRM-1) Form. The City shall sign Section IV of the DRM-1 Form to provide written permission as the "Property Owner" to enroll the site in the SRP.

(b) The Developer agrees to pay all costs and expenses for the Environmental Investigation. The City shall have no obligation to perform or cause to be performed any environmental investigations, inspections or studies of the Property or any property with respect to the Project.

(c) The Developer agrees to promptly deliver to the City copies of any and all reports and studies with respect to the Environmental Investigation.

(d) The Developer shall provide the City with a letter(s) from the environmental firm(s) which completed any and all reports and studies with respect to the Environmental Investigation described in Sections 22.2 of this Agreement, authorizing the City to rely on such reports and studies.

(e) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may terminate this Agreement by written notice to the City within sixty (60) days of the receipt by Developer of the reports and studies with respect to the Environmental Investigation, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder, and upon termination of this Agreement the City shall return the Performance Deposit to the Developer. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2 of this Agreement, the Developer shall be deemed satisfied with the condition of the Property.

**22.3 Indemnity.** The Developer hereby waives and releases, and indemnifies the City and Board from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City and Board arising from any structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of (i) the City or its agents or employees with respect thereto or (ii) the Board or its agents or employees with respect thereto. The provisions of this Section 22.3 shall survive the Closing.

**22.4 No Further Remediation Letter.** The Developer shall provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property prior to and conducted, or updated, within 180 days prior to the Closing Date and a Phase II Environmental Site Assessment ("Phase II ESA") for the Property prior to and conducted, or updated, within one (1) year prior to the Closing Date; *provided*, however, if the Phase I states that a Phase II must be updated within a period of time sooner than one (1) year prior to the Closing Date, then said Phase II shall be updated in accordance with the Phase I. In the event the Phase I ESA identifies Recognized Environmental Conditions ("RECs") and the Phase II ESA identifies the presence of any environmental impacts that may be associated with the RECs and/or contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the Developer shall enroll the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"). The Developer acknowledges and agrees that it may not commence construction of the Project on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property. The City acknowledges and agrees that since the Developer is required to provide the City with the Phase I ESA and Phase II ESA before the City becomes obligated to convey title to the Property to the Developer and, thus, while the Board continues to be the owner of the Property, the City will reasonably cooperate and secure the Board's reasonable cooperation to facilitate the Developer's efforts to provide the Phase I ESA and Phase II ESA to the City. Upon receipt of the RAP Approval Letter for

the Property, the Developer covenants and agrees to complete all necessary remediation work (the "Remediation Work") to obtain a final comprehensive residential No Further Remediation Letter (the "NFR Letter") for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work; *provided*, however, the City shall complete its review promptly after receiving the documents. The Developer shall bear sole responsibility for all costs of the Remediation Work to obtain the NFR Letter and the costs of any other investigative and cleanup costs associated with the Property (the "Remediation Work Costs"). Remediation Work Costs may include, but not be limited to remedial activities required by the RAP Approval Letter, but not including costs or activities that would be necessary for the development of the Project if contamination was not present (e.g., disposal of clean construction or demolition debris, excavations for building foundations, or paving of parking areas). The Developer shall promptly transmit to the City copies of all documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy of the New Saint Anthony Hospital until the IEPA has issued, and the Developer has recorded with the Cook County Recorder of Deeds and the City has approved, the NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If allowed by the IEPA, the Board and City shall be identified as protected, discharged and released parties in the NFR Letter. If the Developer fails to obtain the NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property; *provided*, however, the City shall not have the right to record said notice if the issuance of the NFR Letter is delayed through no fault of the Developer. The Developer must abide by the terms and conditions of the NFR Letter.

## SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate all contractors, subcontractors and any affiliate of the Developer and any and all persons or entities operating on the Project Parcels (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the Project Parcels:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination

based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Project Parcels, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19 of this Agreement.

### 23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty percent); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3 of this Agreement, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

**23.3 Developer's MBE/WBE Commitment.** The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any

combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

**23.4 Pre-Construction Conference and Post-Closing Compliance Requirements.** Not less than fourteen (14) days prior to the Developer applying for a building permit for construction of the Project, the Developer and, if retained, the Developer's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to issuing a building permit. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction

of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

## SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date, the following shall be true and correct in all respects:

(a) The Developer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Project Parcels, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

(c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, the Developer's Articles of Incorporation, by-laws or any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Project Parcels is bound.

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Project Parcels.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

## SECTION 25. NOTICES.



of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

#### SECTION 26. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing and authorized to do business under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Project Parcels and that the person signing this Agreement on behalf of the Developer has the authority to do so.

#### SECTION 27. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

#### SECTION 28. TERMINATION.

28.1 If the Developer has not filed the application for zoning approval for the Project and Remainder Project within six (6) months after the Effective Date of this Agreement, then this Agreement shall terminate. The Developer may elect to extend this termination date for a period of six (6) months from said termination date by providing the City with written notice of extension no later than thirty (30) days prior to said termination date.

28.2 Subject to the limitations of Section 9.12 of this Agreement, if the Developer has not satisfied the conditions under Section 9 of this Agreement within two (2) months after the Developer obtains zoning approval for the Project and Remainder Project, then this Agreement shall terminate. The Developer may elect to extend this termination date for a period of six (6) months from said termination date by providing the City with written notice of extension no later than thirty (30) days prior to said termination date.

28.3 In the event the Developer defaults under the terms of this Agreement and fails to cure the default before the expiration of the cure period, then this Agreement shall terminate on the first day following the expiration of the cure period; *provided*, however, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of this Agreement, in which event this Agreement shall terminate on the date of default.

#### SECTION 29. RECORDATION OF AGREEMENT.

No later than seven (7) days after the last party to sign this Agreement, the Developer shall cause this Agreement to be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

#### SECTION 30. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

#### SECTION 31. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

## SECTION 32. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## SECTION 33. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## SECTION 34. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE

ORDER NO. 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to her political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to her political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
  - a. joint ownership of a motor vehicle;
  - b. a joint credit account;
  - c. a joint checking account;
  - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

#### SECTION 35. INTENTIONALLY DELETED.

#### SECTION 36. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

#### SECTION 37. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

#### SECTION 38. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive

orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

SECTION 39. 2014 HIRING PLAN PROHIBITIONS

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

(c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

*Signatures appear on the following page*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Maurice D. Cox  
Commissioner  
Department of Planning and Development

CHICAGO SOUTHWEST DEVELOPMENT  
CORPORATION,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Name: Guy A. Medaglia  
Its: President & Chief Executive Officer  
and

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Maurice D. Cox, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Guy A. Medaglia the President and Chief Executive Officer of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

AGREEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(SUBJECT TO FINAL TITLE AND SURVEY)

THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTNACE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEE TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID UARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION,; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO APOINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST  $\frac{1}{4}$ ; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO A LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL

LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALE COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = APPROXIMATELY 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS

3100 South Kedzie Avenue, Chicago, Illinois  
(Southwest corner of 31<sup>st</sup> Street and Kedzie Avenue)

PROPERTY INDEX NUMBER

16-35-201-012-0000

AGREEMENT EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCELS

(SUBJECT TO FINAL TITLE AND SURVEY)

PARCEL 1:

THE SOUTH 291.50 FEET OF THE EAST 625 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 AND RECORDED IN BOOK 9485, PAGE 55 AS DOCUMENT NUMBER 3900240, ALSO EXCEPTING THE EAST 33 FEET THEREOF TAKEN FOR KEDZIE AVENUE, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

EASEMENT FOR RAILROAD SPUR TRACK FOR THE BENEFIT OF PARCEL 1 OVER A 17 FOOT WIDE RIGHT OF WAY AS CONTAINED IN INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 9917940, 25329119, AND 08043651, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS

3244-3250 S. KEDZIE AVENUE, CHICAGO, IL 60623-5112

PROPERTY INDEX NUMBER

16-35-203-006-0000

PARCEL 1:

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (EXCEPTING THEREFROM THE EAST 762 FEET THEREOF LYING NORTH OF THE SOUTH 291.50 FEET), AND EXCEPTING THE SOUTH 291.50 FEET OF THE EAST 625 FEET THEREOF AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1905 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240, AND EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 50 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF: THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTER LINE OF WEST FORK OF THE S BRANCH OF THE CHICAGO RIVER: THENCE, NORTHEASTERLY ALONG SAID CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 255.49 FEET, MORE OR LESS, TO A POINT WHICH IS 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-

QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 100.00 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, AND 956.58 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 7.80 FEET TO A POINT WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION, THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POINT OF BEGINNING).

ALSO

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT BETWEEN EVELYN BRANECKI AND STEPHAN CHEMICAL COMPANY DATED NOVEMBER 24, 1961 AND RECORDED NOVEMBER 29, 1961 AS DOCUMENT 18342626 AND BY AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 28807 WITH STEPAN CHEMICAL COMPANY DATED AUGUST 26, 1965 AND RECORDED SEPTEMBER 2, 1965 AS DOCUMENT 19577333 AS FOLLOWS:

SUBPARCEL 2A

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING A SANITARY SEWER LOCATED ON PARCEL 1, OVER, UNDER AND ACROSS A STRIP OF LAND 6 FEET-IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 291 50 FEET OF THE EAST 625.0 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE SOUTH ALONG A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 9.0 FEET, FOR A PLACE OF BEGINNING, THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 89 DEGREES 58 MINUTES WITH THE LAST DESCRIBED COURSE, 87.5 FEET, THENCE SOUTH ALONG A LINE 120 S FEET

WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 219.64 FEET, THENCE WEST ALONG A LINE 62.86 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, TO THE WESTLINE OF THE EAST 625.00 FEET OF THE SOUTH 291.5 FEET OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

ALSO

SUBPARCEL 2B:

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR INGRESS, EGRESS AND PUBLIC UTILITIES, INCLUDING WATER, TELEPHONE, GAS AND ELECTRIC POWER LINES, OVER, UNDER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE NORTH ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 55.56 FEET, FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55 34 FEET, THENCE WEST 5.25 FEET TO A POINT 55.34 FEET NORTH OF THE PLACE OF BEGINNING (MEASURED AT 90 DEGREES): THENCE SOUTHWESTERLY 58.19 FEET ALONG A LINE DRAWN TO A POINT 83.6 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 76.6 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE CONTINUING SOUTHWESTERLY 49.84 FEET ALONG A LINE DRAWN TO A POINT 133 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 70.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35. THENCE WEST ON A LINE 70 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, 492.0 FEET TO THE WEST LINE OF THE EAST 625.0 FEET OF THE SOUTH 291.5 FEET TO THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE SOUTH ALONG SAID WEST LINE 20 FEET, TO A POINT 50.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, THENCE EAST ALONG A LINE 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 35, 412.0 FEET TO A POINT OF CURVE. THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY, AN ARC DISTANCE OF 180.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291  $\frac{1}{2}$  FEET THEREOF) LYING SOUTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET. THENCE SOUTHWESTERLY TO A PINT

WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY WARRANTY DEED FROM FITZSIMONS STEEL AND IRON COMPANY, A CORPORATION OF ILLINOIS. TO WYCKOFF DRAWN STEEL COMPANY, A CORPORATION OF PENNSYLVANIA DATED FEBRUARY 1, 1928 AND RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940. FOR RIGHT OF WAY OVER A STRIP OF LAND EXTENDING FROM THE WESTERLY BOUNDARY LINE OF PARCEL 3, TO THE LINE OF THE LAND OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND HAVING A WIDTH OF 17 FEET THROUGHOUT OVER THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 IN BOOK 9485, PAGE 55 AS DOCUMENT 3900240 AND EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO WYCKOFF DRAWN STEEL COMPANY BY DEED RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940 (CONVEYED PARCEL 3) AND EXCEPT THAT PART, IF ANY, FALLING IN PARCELS 1 AND 5 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 148.88 FEET OF THE EAST 762 FEET OF THAT PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (THE SAID CENTER LINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 100 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 584.30 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 627.92 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 10.14 FEET TO A POINT WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 762 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER

FORK. A DISTANCE OF 69.48 FEET TO A POINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 687.95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 10.72 FEET TO A POINT WHICH IS 698.67 FEET NORTH FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION) (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 291.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS

3200 SOUTH KEDZIE AVENUE, CHICAGO, IL 60623

PROPERTY INDEX NUMBER

16-35-203-002-0000, 16-35-203-004-0000, & 16-35-203-008-0000

[INSERT LEGAL DESCRIPTION OF THE ACTION IRON PROPERTY] [not attached for purposes of ordinance]

COMMONLY KNOWN AS

3345 W. 31<sup>ST</sup> STREET, CHICAGO, IL 60623

PROPERTY INDEX NUMBER

16-35-201-007, 16-35-201-008, 16-35-201-010, 16-35-201-011 & 16-35-201-014

AGREEMENT EXHIBIT C

NARRATIVE DESCRIPTION OF PROJECT

The Developer shall do the following in relation to the Project Parcels: (a) contractually obligate the Hospital to relocate the Current Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19<sup>th</sup> Street, Chicago, IL 60623 to the Project Parcels and develop the New Saint Anthony Hospital with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 400,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs.

AGREEMENT EXHIBIT D

INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED BY DEVELOPER

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Developer's and any contractor and subcontractor policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Developer must ensure that the City is an additional insured on insurance required from subcontractors.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Developer must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

d) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

c) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than \$5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

e) Property

The Developer is responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Developer ("Personal Property").

B. INSURANCE TO BE PROVIDED BY CONTRACTORS

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness, or disease.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance, or equivalent, with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. The City must be named an additional insured on insurance required from contractors and subcontractors.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Contractor and any subcontractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous materials.

d) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

e) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than \$5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

f) Property.

The contractors are responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by the contractors.

C. ADDITIONAL REQUIREMENTS

Developer must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Planning and Development, 121 N. LaSalle, 10th Floor, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on an Insurance Certificate Form prior to the execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance and the nature of its use of the Property. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to order Developer to cease all activities on the Property until proper evidence of insurance is provided, or the Agreement may be terminated.

Developer must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require all subcontractors to provide the insurance required herein, or Developer may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. Developer must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Developer, contractor, or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements in its sole discretion.

The City of Chicago is not responsible to provide insurance or security for the Property, or any vehicles, materials, equipment other personal property of Developer or any of its contractors, subcontractors or other agents related to or in connection with this Agreement and the Project.

AGREEMENT EXHIBIT E

FORM OF RECONVEYANCE DEED

(Attached)

[not attached for purposes of ordinance]

AGREEMENT EXHIBIT F

LEGAL DESCRIPTION OF THE CINESPACE PROPERTY

[not attached for purposes of ordinance]

AGREEMENT EXHIBIT G

SURVEY GENERALLY DEPICTING PARCEL A, THE APPROXIMATELY 2.85 ACRE PORTION OF  
THE DEVELOPER PARCELS WHICH CINESPACE DESIRES TO PURCHASE FROM DEVELOPER

(SUBJECT TO FINAL TITLE AND SURVEY)

[not attached for purposes of ordinance]

AGREEMENT EXHIBIT H

JOINT ORDER ESCROW AGREEMENT

[not attached for purposes of ordinance]

AGREEMENT EXHIBIT I

PRE-CLOSING DATE REMEDIATION WORK COSTS

[not attached for purposes of ordinance]



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
EDS Information Update  
EDS # 160266

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Chicago Southwest Development Corporation

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

2875 W. 19th Street  
Chicago, IL 60623  
United States

C. Telephone:

312-356-5111

Fax:

773-521-7902

D. Name of contact person:

Mr. Lenny Asaro

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

**B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:** Mr. Guy A. Medaglia

**Title:** Pres. & CEO

**Role:** Both

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**Officer/Director:** Mr. Peter Fazio

**Title:** Chairman

**Role:** Both

---

**Officer/Director:** Mr. Dorval Carter

**Title:** Vice Chairman

**Role:** Both

---

1.a.5 Are there any members of the not-for-profit Disclosing Party which are legal entities?

No

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

### **B. FURTHER CERTIFICATIONS**

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

This matter is not a contract handled by the Department of Procurement Services

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including,

but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. 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, during the 5 years before 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 subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. 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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any 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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) 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 Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. 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 date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. 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 \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. 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.

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.

I can make the above verification

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://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 this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- 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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

## **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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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% 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?

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No

## **APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING**

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS,

including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of attachments uploaded by vendor

None.

### **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 02/18/2021

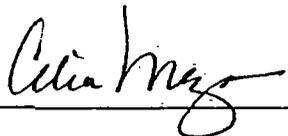
Mr. Lenny Asaro

Attorney for Disclosing Party

Chicago Southwest Development Corporation

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

APPROVED



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CORPORATION COUNSEL

DATED: 4/28/21

APPROVED



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MAYOR

DATED: 4/28/21