



Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #: O2021-3261
Type: Ordinance **Status:** Passed
File created: 7/21/2021 **In control:** City Council
Final action: 9/14/2021

Title: Negotiated, conditional sale of City-owned property at 3347-3357 W 55th St to PODER Learning Center for rehabilitation and development of immigrant job training and resource center

Sponsors: Lightfoot, Lori E.

Indexes: Sale

Attachments: 1. O2021-3261.pdf, 2. O2021-3261 (V1).pdf

Date	Ver.	Action By	Action	Result
9/16/2021	1	Office of the Mayor	Signed by Mayor	
9/14/2021	1	City Council	Passed	Pass
9/7/2021	1	Committee on Housing and Real Estate	Recommended to Pass	
7/21/2021	1	City Council	Referred	

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City is the owner of the approximately 16,670 square foot improved real property located at 3347-3357 West 55th Street, Chicago, Illinois 60632, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, PODER Learning Center, an Illinois not-for-profit corporation (the "Grantee"), with a principal business address of 6155 South Pulaski Road, 2nd Floor, Chicago, Illinois 60629, has offered to purchase the Property from the City for \$1 in order to rehabilitate the two-story, approximately 6,400 square foot masonry structure on the Property and further develop the Property for use as an immigrant job training and resource center with an outdoor plaza and parking for Grantee's staff (the "Project"); and

WHEREAS, the appraised fair market value of the Property is \$270,000 (according to a City-ordered appraisal); and

WHEREAS, public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the Chicago Tribune, a newspaper of general circulation, on June 28, 2021, July 5, 2021 and July 12, 2021; and

WHEREAS, pursuant to Resolution No. 21-022-21 adopted on June 17, 2021, by the Chicago Plan Commission (the "Commission"), the Commission approved the negotiated sale of the Property to the Grantee; now, therefore,

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

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee (or an affiliate thereof) for the amount of \$1 and the agreement by Grantee to rehabilitate and develop the Property for use as an immigrant job training and resource center; provided, however, Grantee shall deposit: (a) such amount as the Commissioner of the Department of Assets, Information and Services ("AIS") deems necessary to remediate the environmental condition of the Property into a joint order escrow account to fund such remediation; and (b) \$6,750 with the City as a non-interest bearing performance deposit (the "Performance Deposit") to secure Grantee's compliance with the covenants set forth below. The Commissioner of AIS or his designee is authorized to enter into an escrow agreement establishing such an account with such terms as the Commissioner deems necessary. Any savings in the escrow account after completion of the remediation of the Property may be applied to other Project costs. The sale of the Property is subject to the Grantee providing (1) proof of access to sufficient funds to rehabilitate and develop the Property; and (2) building permits for the Project to the satisfaction of the Commissioner of the Department of Planning and Development ("DPD").

SECTION 2. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee, or to a land trust of which the Grantee is the sole beneficiary, or to a business

1

entity of which the Grantee is the sole controlling party. Without limiting the quitclaim nature of such deed, such conveyance shall be subject to: (i) standard exceptions in an ALTA insurance policy; (ii) general real estate taxes and any special assessments or other taxes; (iii) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (iv) such other title defects as may exist; and (v) any and all exceptions caused by acts of Grantee or its agents.

Such conveyance also shall be subject to the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and its successors and assigns:

FIRST: Grantee must comply with the requirements of Exhibits B, C and D hereto.

SECOND: Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "as is," "where is" and "with all faults" condition without any 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. Grantee, on behalf of herself/himself/themselves/itself (as applicable) and hers/his/their/its (as applicable) successors and assigns, shall release, relinquish and forever discharge the City and its officers, employees, agencies, departments and officials, from and against any and all claims, causes of action, demands, legal or administrative proceedings, losses, damages, liabilities, judgments, amounts paid in settlement, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property. The foregoing covenant of release is part of the consideration for the Property and shall run with the land and bind Grantee and Grantee successors and assigns.

THIRD: Grantee shall use the Property only for an immigrant job training and resource center for five years after the issuance and recordation of a Certificate of Completion (unless the Commissioner of DPD in his sole discretion consents otherwise in writing in advance to any other use).

FOURTH: Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to evidence reversion of title upon Grantee's failure to meet any or all of the foregoing conditions and covenants. This right of reverter and re-entry shall terminate five years after the issuance and recordation of a certificate of completion, release or similar instrument ("Certificate of Completion") by the City. The City's issuance of a Certificate of Completion shall be subject to: (1) the issuance of a certificate of occupancy for the completed Project; (2) the issuance of all necessary licenses for the operation of the completed Project as an immigrant job training and resource center; and (3) confirmation by the City of the Grantee's compliance with the requirements of Exhibits B, C and D hereto, such confirmation not to be unreasonably withheld. The City shall return the Performance Deposit (without interest) with the Certificate of Completion. In lieu of exercising such right of reverter and re-entry described above the City may, in its sole discretion, require Grantee to pay the City the fair market value of the Property as vacant as determined by a City-ordered appraisal (the cost of which the Grantee

2

shall pay) within 90 days of written notice from the City to the Grantee.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Property

Legal Description (Subject to Title Commitment and Survey):

LOTS 1, 2, 3 AND 4 IN CRANE & MORELAND'S RESUBDIVISION OF THE WEST 1/2 OF LOT 6, ALL OF LOTS 7 TO 29 IN BLOCK 1 AND LOTS 25 TO 48 IN BLOCK 2 IN RHODES, DALE & GILBERT'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 3347-3357 West 55th Street, Chicago, Illinois 60632

Property Index Number: 19-14-203-001-0000

4

EXHIBIT B

Environmental Requirements

Section 1. Definitions:

- a. "Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.
- b. "Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).
- c. "Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide,

Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

d. "Environmental Remediation Work" shall mean all investigation, sampling, monitoring, testing, reporting, removal (including, excavation, transportation and disposal), response, storage, remediation, treatment and other activities necessary for the performance of the Project, all in accordance with all requirements of IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

e. "TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

Section 2. 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. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the property and accepts the risk that any inspection may not disclose all material matters affecting the property. The Grantee agrees to accept the property in its "AS

5

IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the value of the property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee acknowledges that it 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 the City or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the property in a condition which is suitable for its intended use.

Section 3. The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Grantee ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the conveyance of the Property from the City to the Grantee (the "Closing Date"), based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the Property or the migration of Hazardous Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political

subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City prior to or following the Closing Date. Furthermore, the Grantee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Grantee Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Closing Date. The Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties.

Section 4. The covenant of release in Section 3 above shall run with the Property, and shall be binding upon all successors and assigns of the Grantee with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Grantee following the Closing Date. The Grantee acknowledges and

6

agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the City that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 3 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct prior to or following the Closing Date.

Section 5. Section 5 shall survive the Closing Date.

- a. City shall grant Grantee a right of entry, in the City's customary form and subject to City's receipt from Grantee of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit that is current as of the date of the right of entry), in order for Grantee to perform or cause to be performed any structural, physical and environmental inspections of the Property as Grantee deems necessary; provided, however, City shall have the right to review and approve the scope of work. The City reserves the right to reject any structural, physical and/or environmental inspection reports, including, but not limited to any Phase I or Phase II environmental site assessment reports, submitted to the City and conducted on the Property without a fully executed right-of-entry.
- b. Grantee acknowledges that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.
- c. Environmental Remediation:
 - i. Prior to renovation of the building, the Grantee must obtain a hazardous materials survey and develop an abatement plan, if deemed necessary by the City, and its final Working Drawings and Specifications must be consistent with such abatement plan. Lead-based paint and

asbestos abatement must be completed in accordance with all local, state and federal regulations and, as required by the City, the Grantee must develop and either implement or cause to be implemented an operations and maintenance plans for any regulated materials to be left in place.

ii. The Grantee provided the City with a Phase I Environmental Site Assessment (ESA) compliant with ASTM E-1527 for the Property prior to the conveyance of the Property. The Phase I ESA is dated May 11, 2021 and must be within 180 days prior to Closing or an updated report will be required.

The Phase I ESA for the Property, dated May 11, 2021, identified a Recognized Environmental Condition ("REC"). Additionally, AIS concluded that a de minimis condition identified in the report to be an additional REC. Therefore, the Grantee

7

performed a Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs.

iii. The Grantee shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. AIS shall have the right to review and approve the sufficiency of the Phase I and Phase II ESAs. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

iv. The City reviewed and approved the scope of work prior to the Phase II ESA being conducted. The Phase II ESA, dated July 8, 2021, was approved by the City. The results of the Phase II ESA indicated that none of the targeted parameters were detected at concentrations exceeding TACO Tier I soil or groundwater remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742. The City has determined that it is not necessary to enroll the Property in the SRP.

v. The Grantee shall remove any soil or soil gas not meeting the requirements of 35 IAC Section 742.305. Any additional discovered underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

8

EXHIBIT C

City Resident Employment Requirement

a) Grantee agrees, and shall contractually obligate each of its various contractors, subcontractors and any affiliate of Grantee operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that during the Project, Grantee 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 (at least fifty percent); provided, however, that doing so does not violate a collective bargaining agreement of Grantee or an Employer and that in addition to complying with this percentage, Grantee 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) Grantee 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 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) Grantee and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. Grantee and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

e) Grantee 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 Grantee or Employer hired the employee should be written in after the employee's name.

f) Grantee 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. Grantee 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, Grantee 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 Grantee 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 Exhibit C concerning the worker hours performed by actual Chicago residents.

9

(i) If the City determines that Grantee or an Employer failed to ensure the fulfillment of the requirements of this Exhibit C 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 Exhibit C. If such non-compliance is not remedied, 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Project budget shall be surrendered by Grantee 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 Grantee 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) Grantee shall cause or require the provisions of this Exhibit C to be included in all construction contracts and subcontracts related to the Project.

10

EXHIBIT D

Grantee's MBEAA/BE Commitment

Grantee 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 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 (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBEA/VBE Program"), and in reliance upon the provisions of the MBEAA/BE Program to the extent contained in, and as qualified by, the provisions of this Exhibit D, during the course of rehabilitation of the Property, at least 26% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs, together with related soft costs, shall be expended for contract participation by women-owned businesses.

b) For purposes of this Exhibit D only:

i) Grantee (and any party to whom a contract is let by Grantee in connection with the Project) shall be deemed a "contractor" and this deed (and any contract let by Grantee 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, 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, Grantee's MBEAA/BE commitment may be achieved in part by Grantee's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Grantee) 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 Grantee utilizing a MBE or a WBE as the general contractor

11

(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 Grantee's MBEAA/BE commitment as described in this Exhibit D. In accordance with Section 2-92-730, Municipal Code, Grantee shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

d) Grantee shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBEAA/BE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Grantee or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Grantee's compliance with this MBEAA/BE commitment. Grantee 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 GRANTEE, on prior notice of at least five (5) business days, to allow the City to review GRANTEE'S compliance with its commitment to MBEAA/BE participation and the status of any MBE or WBE performing any portion of the Project.

e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, Grantee 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, as applicable.

f) Any reduction or waiver of Grantee's MBEAA/BE commitment as described in this Exhibit D shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

12

MS

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 21, 2021

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of City-owned property to PODER Learning Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

5533 NORTH BROADWAY CHICAGO, ILLINOIS 60640 PHONE: 773-784-5277 E-MAIL: HARRYcqj48THWARD.ORG <<http://HARRYcqj48THWARD.ORG>>WEBSITE. WWW.48THWARD
<<http://WWW.48THWARD>> ORG

CITY HALL- ROOM 300

121 N. LASALLE STREET CHICAGO, ILLINOIS 60602 PHONE: 312-744-6860 WARD48iaiCITYOFCHICAGO.ORG <<http://WARD48iaiCITYOFCHICAGO.ORG>>

HARRY OSTERMAN 48TH WARD

CHAIRMAN OF THE COMMITTEE ON HOUSING AND REAL ESTATE

September 14, 2021

TO THE PRESIDENT AND MEMBERS OF CITY COUNCIL:

Your Committee on Housing and Real Estate, for which a virtual meeting was held on September 7, 2021 was referred an ordinance from the Department of Planning and Development for a Negotiated conditional sale of city-owned property at 3347-3357 W. 55th St. to PODER Learning Center for rehabilitation and development of immigrant job training and resource center in the 14th Ward.

(02021-3261)

Having the same under advisement, begs leave to report and recommend that Your Honorable Body, Pass the proposed communication transmitted herewith.

The recommendation was Passed by the same roll call as was used to determine quorum in Committee.

Harry Osterman, Chairman Committee on Housing and Real Estate

Sincerely,