

SUBSTITUTE ORDINANCE

WHEREAS, pursuant to ordinances adopted by the City Council (the “City Council”) of the City of Chicago (the “City”), published in the *Journal of the Proceedings of the City Council of the City* for such date identified on Exhibit A attached hereto, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 *et seq.*, as amended (the “Act”), the City Council: (i) approved and adopted a redevelopment plan and project (the “Plan”) for a portion of the City identified on Exhibit A (the “Redevelopment Area”); (ii) designated the Redevelopment Area as a “redevelopment project area” within the requirements of the Act; and (iii) adopted tax increment allocation financing for the Redevelopment Area (items (i)-(iii), each as amended from time to time, collectively the “TIF Ordinance”); and

WHEREAS, the Department of Fleet and Facility Management (“2FM”) desires to make a grant (the “Grant”) to the Developer named in Exhibit A (the “Grantee”) for the purpose of wholly or partially funding certain costs (the “TIF-Funded Improvements”) of the Project described in Exhibit A (the “Project”), in the amount and under the terms and conditions set forth in Exhibit A; and

WHEREAS, a budget for the Project and a description of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, the Project lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, the Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in part by a Grant consisting of certain incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, the City is the owner of the real property located at 1240 S. Damen Avenue in Chicago, Cook County, Illinois, 60608, which consists of approximately 28,000 square feet, together with an adjoining parking lot comprised of approximately 43,000 square feet (the “Property”); and

WHEREAS, the Property is improved with a building comprised of approximately 18,855 square feet (the “Building,” and together with the Property, the “Premises”); and

WHEREAS, the Grantee is the city’s only nonprofit organization that coordinates the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians under one roof; and

WHEREAS, the Grantee leases the Premises from the City pursuant to that certain lease (“Lease”) entered into by the City and Grantee and dated June 26, 2024; and

WHEREAS, the Lease permits the Grantee to use the Premises to coordinate the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and

mental health clinicians at the Building (the “Permitted Use”), under the terms and conditions set forth in the Lease; and

WHEREAS, the City and the Grantee desire to amend the Permitted Use to also include the renovation of the Building, for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building; now, therefore,

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

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

SECTION 2. The Grantee is hereby collectively designated as the “Developer” for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of the Department of Fleet and Facility Management (“Commissioner”) and a designee of the Commissioner (collectively, the “Authorized Officer”) are each hereby authorized, subject to approval by the City’s Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 4. The Commissioner or any successor department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Lease (“First Amendment”), in substantially the form attached hereto as Exhibit B, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

EXHIBIT A

Attached

EXHIBIT B

Attached

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the “**First Amendment**”) is made and entered into on or as of the ____ day of _____, 2025, by and between, the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (“**City**”), acting by and through its Department of Fleet and Facility Management (“**Department**”), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, and Chicago Children’s Advocacy Center, an Illinois not-for-profit corporation (“**Tenant**”), having offices located at 1240 S. Damen Avenue in Chicago, IL 60608.

RECITALS

WHEREAS, the City is the owner of the real property located at 1240 S. Damen Avenue in Chicago, Cook County, Illinois, consisting of approximately 28,000 square feet together with an adjoining parking lot comprised of approximately 43,000 square feet (the “**Property**”); and

WHEREAS, the Property is improved with a building addition, comprised of approximately 18,855 square feet (the “**Building**,” and together with the Property, the “**Premises**”); and

WHEREAS, the City and Tenant have entered into that certain lease (the “**Lease**”) dated June 26, 2024, pursuant to which the City has leased to Tenant, and Tenant has leased from the City, the Premises to be used by Tenant as the City’s only nonprofit organization that coordinates the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians under one roof (the “**Permitted Use**”), upon the terms and conditions set forth in the Lease; and

WHEREAS, the City and Tenant desire to amend the Permitted Use to also include the renovation of the Building, for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building;

NOW THEREFORE, in consideration of the 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 recitals set forth above constitute an integral part of this First Amendment and are incorporated here by this reference with the same force and effect as if set forth here as agreements of the parties.

SECTION 2. PERMITTED USE. The term “Permitted Use” is amended and restated to read as follows:

“Tenant shall use the Premises to coordinate the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians at that location, and shall renovate the Building for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building (collectively, the

'Permitted Use')."

SECTION 3. Exhibit B (Environmental Requirements) of the Lease is amended to include the underlined text set forth below:

"Ongoing Environmental Requirements. Tenant shall maintain the integrity of the current parking lot and building slab and shall notify the City if any damage or defects are observed in these building systems at any time during the Lease. The Tenant shall refrain from digging or otherwise excavating any of the landscaped areas or bare soil surfaces and shall inform the City if any significant movement of soil or changes in the grade of the ground surface are observed during the duration of the Lease. Should the Tenant need to retain any contractors for work which anticipates the disturbance of the current parking lot, building slab, any landscaped areas or bare soil surfaces during the duration of the Lease, said contractors shall perform their work in accordance with an appropriate Worker Safety Plan to prevent exposure to any remaining onsite soil contamination. Tenant must abide by the terms and conditions of the Final Comprehensive Residential No Further Remediation (NFR) letter attached hereto as Exhibit 1."

SECTION 4. COUNTERPARTS. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

SECTION 5. FULL FORCE AND EFFECT. Except as amended hereby, the Lease shall continue in full force and effect as the binding obligations of the City and Tenant.

[Signature page follows.]

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

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

TENANT:

CHICAGO CHILDREN'S ADVOCACY CENTER,
an Illinois not-for-profit corporation

By: _____
Name: Char Rivette
Title: Chief Executive Officer

EXHIBIT 1 TO FIRST AMENDMENT TO LEASE

Not attached for introduction