

SUBSTITUTE ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on May 20, 1998, the City Council adopted the comprehensive plan entitled "CitySpace: An Open Space Plan for Chicago," (C.J. pp. 69309-69311) which found there is a lack of sufficient open space in the City for recreational and aesthetic uses and which established goals and objectives for increasing open space in the City; and

WHEREAS, by the adoption of the CitySpace Plan, the City Council found that the establishment of additional public open space and parkland contributes to the general health, safety, and welfare of City residents; and

WHEREAS, on January 16, 1997, in furtherance of the CitySpace Plan, the City, the Chicago Park District and the Forest Preserve District of Cook County entered into an intergovernmental agreement to establish NeighborSpace, a not-for-profit corporation, to address the lack of sufficient open space in the City for recreational and aesthetic uses (the "NeighborSpace IGA"); and

WHEREAS, the NeighborSpace IGA has been extended and re-executed, most recently with an effective date of January 1, 2021, and extending for an additional five (5) year term; and

WHEREAS, on May 29, 1996, NeighborSpace was incorporated as an Illinois not for profit corporation, exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, the City owns sixteen (16) vacant parcels of real property located at 617-641 East 134th Street and 604-608, 628-636, 644-648, 656-660 East 134th Place, Chicago, Illinois, which are identified by Property Index Number ("PIN") in Exhibit A which is attached and incorporated, consisting of approximately 1.9 acres located in the Riverdale Community Area (the "City Property"); and

WHEREAS, the Cook County Land Bank Authority, an agency of Cook County, a body politic and corporate (the "CCLBA") owns twenty-four (24) vacant parcels of real property located adjacent to the City Property at 479 and 645 East 134th Street and 612, 624, 640, 652, 627-647, 655, 701-705, 713-729, 737-749, 761-771 East 134th Place, Chicago, Illinois, which parcels are identified in Exhibit B which is attached and incorporated (the "CCLBA Property") (together with the City Property the "Property"); and

WHEREAS, July 7, 2023, the City entered into a Land Banking Agreement with CCLBA dated for the purpose of assisting NeighborSpace with the purchase of the CCLBA Property ("Land Banking Agreement"); and

WHEREAS, consistent with the provisions of the Land Banking Agreement, CCLBA and NeighborSpace entered into a Purchase Sale Agreement dated July 7, 2023, which was amended by agreement on May 20, 2024 (as amended, the "PSA"), pursuant to which the CCLBA agreed to sell and NeighborSpace agreed to purchase the CCLBA Property; and

WHEREAS, the City intends to convey the City Property to NeighborSpace for the purchase price of One Dollar (\$1.00) per parcel, which NeighborSpace will assemble with the CCLBA Property, and own and operate the Property for the development of community farming and garden plots to be known as Ton Farm, as depicted in the site plan which is attached and incorporated as Exhibit C (the “Project”); and

WHEREAS, public notices advertising DPD’s intent to sell the City Property to NeighborSpace appeared on the City of Chicago’s online portal ChiBlockBuilder.com beginning on April 16, 2024, and continued for approximately three months; and

WHEREAS, by Resolution No. 24-031-21 adopted on June 20, 2024, the Chicago Plan Commission approved the disposition of the City Property; and by Resolution No. 24-033-21 also adopted June 20, 2024, approved the acquisition of the CCLBA Property by the City if NeighborSpace is unable to take title to the CCLBA Property in a timely manner; and

WHEREAS, the Board of Directors of NeighborSpace approved the acquisition of the City Property on October 1, 2019;

WHEREAS, after the transfer of the Property to NeighborSpace, NeighborSpace will own and manage the Property with input from its community partners; and

WHEREAS, since prior uses of the Property resulted in deposits of regulated substances on it, NeighborSpace has agreed, if deemed necessary by the Commissioner of Fleet and Facility Management (“Commissioner of 2FM”), to enroll the Property in the Site Remediation Program (“SRP”) of the Illinois Environmental Protection Agency’s (“IEPA”), and to complete all remediation necessary to obtain a comprehensive residential “No Further Remediation” letter approving the use of the Property for the construction, development, and operation of the Project; and

WHEREAS, using duly appropriated funds, including the proceeds from Chicago Recovery Plan bonds, the City intends to grant funds to NeighborSpace in an amount not to exceed \$5,000,000 for the development of the Project subject to duly authorized grant and redevelopment agreements (“Grant Funding Agreements”); 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 part of this ordinance as though fully set forth herein.

SECTION 2. The City hereby approves the conveyance of the City Property to NeighborSpace in its “as is” condition for the sum of One Dollar (\$1.00) per parcel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, and the Corporation Counsel is authorized to deliver a quitclaim deed (“Deed”) conveying the City Property to NeighborSpace. The Deed shall include the following covenants running with the land, subject to approval of the Corporation Counsel:

- NeighborSpace shall accept the City Property as is with no warranties or representations regarding its condition.
- NeighborSpace shall use, or permit the use, of the Property as open space only, including, without limitation, as a community garden

- NeighborSpace shall comply with the Grant Funding Agreements
- To the extent required by the Commissioner of 2FM, NeighborSpace shall take all actions to enroll the Property in the SRP, and to obtain a final comprehensive residential “No Further Remediation” letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP documents, as amended or supplemented from time to time.
- A release of claims against the City related to the Project and the environmental condition of the City Property.
- An indemnification and hold harmless of the City for claims related to the Project and the use of the City Property by NeighborSpace.

SECTION 4. In the event that the CCLBA Property is not conveyed to NeighborSpace pursuant to the PSA in a timely manner that the Commissioner deems necessary for the success of the Project, then the Commissioner shall be authorized to accept on behalf of the City a conveyance of the CCLBA Property as provided in the Land Banking Agreement. Upon such acceptance, the authority for the conveyance of the City Property to NeighborSpace in Sections 2 and 3 shall be terminated.

SECTION 5. The Commissioner of DPD, or a designee of the Commissioner, is hereby authorized, with the approval of the City’s Corporation Counsel as to form and legality, to negotiate, execute and deliver such agreements and instruments and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner’s designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner’s designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 6. 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 7. This ordinance shall be in full force and effect from and after the date of its passage and approval.