

This meeting will be conducted by audio or video conference because of a disaster declaration related to COVID-19 public health concerning affecting the City. Pursuant to Section 7 (e) (2) of the Open Meeting Act, the Mayor has determined that physical public attendance at the City Hall may be limited or not feasible, so alternative arrangement for public access to hear the meeting are available by contacting Lilliana Gonzalez at 708-210-5338 for the Zoom meeting link or call-in phone number prior to 4:45 p.m on April 26<sup>th</sup>, 2021. The meeting will also be live streamed on [https:// www.facebook.com/CityofHarvey/](https://www.facebook.com/CityofHarvey/). In accordance with the Open Meetings Act, the meeting will also be audio or video recorded and made available to the public, as provided by law. Members of the public who wish to comment during public comments may participate in public comment during the electronic meeting must submit their statement or question in writing to the Clerk's office by 12:00 pm April 26<sup>th</sup>, 2021. All properly submitted statements or questions will be presents and read during the relevant portion of the meeting. Written comments may also be submitted by email to [cityclerk@cityofharveyil.gov](mailto:cityclerk@cityofharveyil.gov), or, by mail to City of Harvey, City Clerk's Office 15320 Broadway, Harvey, IL 60426; or via City's drop box located on the North side of City Hall.

## **CITY OF HARVEY REGULAR CITY COUNCIL MEETING**

**MONDAY – April 26, 2021 -7:00 P.M.**

### **AGENDA**

1. Call meeting to order.
2. Roll call of Council members.
3. Invocation and Pledge of Allegiance.
4. New Business:
  - a. Approval of Minutes dated April 12, 2021  
Regular meeting
  - b. Bills for Payment list 4-26-2021
  - c. Ordinances and Resolutions for the City of Harvey
    1. Resolution #\_\_\_\_ - A Resolution Approving A Development Agreement (NeighborScapes, NFP)
    2. Ordinance #\_\_\_\_ - An Ordinance Approving A Map Amendment For Certain Property From The R-1 Single Dwelling Unit Residential District to the MI Medical Institutional District and a Map Amendment in the MI Medical Institutional District for a Planned Unit Development with Associated Departures From Standards and Waivers (Children's Habilitation Center)
5. Public Comment
6. Adjournment



## **Request for City Council Action**

**Referred to Council:** April 26, 2021

**Subject:** Agreement with NeighborScapes Not-for-Profit to Renovate 15720 Park

**Background:** Recently, the City established a new downtown transit-oriented TIF District to start reinvestment in the downtown area. Going forward, the City will work with small and large developers to promote new investment in this area. The not-for-profit NeighborScapes is seeking to renovate a vacant multi-family building located at 15720 Park which is within the transit-oriented district. The 15720 Park building has been vacant for several years and is currently in poor physical condition.

The proposed redevelopment agreement would result in a significant renovation and bring the structure up to building codes standards. The scope of the renovation would result in interior and exterior renovations, landscaping, and security lighting for tenants (benefiting neighbors as well). It would also begin to generate property taxes again. Furthermore, it would support goals in the Transit Oriented Development (TOD) District to encourage people to live near the downtown and have easy access to the City's transit stations.

The owner has committed to not only filling a vacant space but to a high-quality building with an attractive brick façade and landscaping. Additionally, the owner would provide for low-cost broadband internet for residents, which is a City objective to close a "digital divide" where many households lack internet access.

**Financial Impact:** It is expected that the ensuing project would produce more property tax revenue in connection with the renovation. Preliminary estimates are of approximately \$5,000 in annual property taxes. Additionally, having persons living in the building would encourage long-term revitalization of the downtown area and support nearby businesses.

**Attachments:**

1. Existing and Proposed Use
2. Cook County Map
3. Resolution Authorizing a Redevelopment Agreement
4. Redevelopment Agreement

**Recommended Action:**

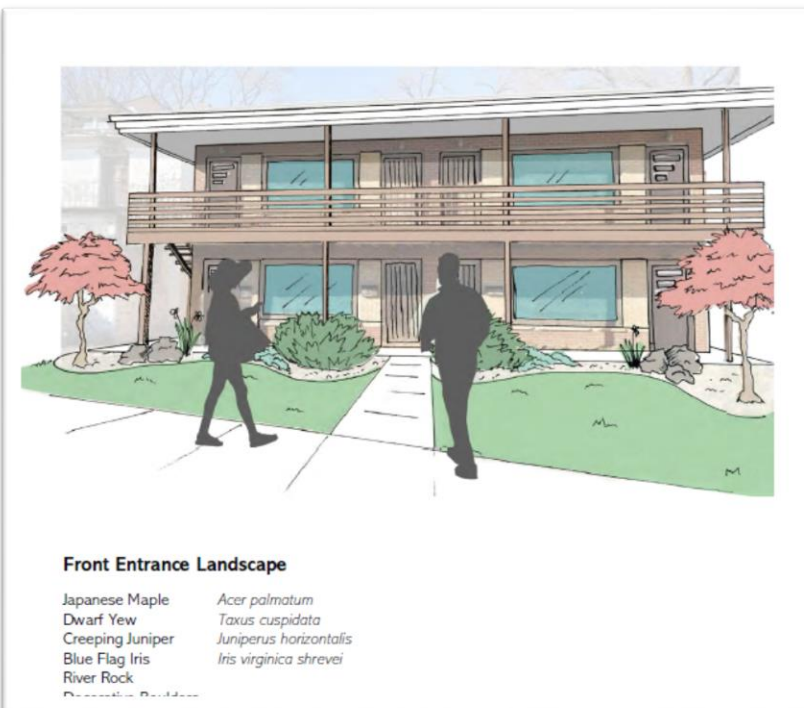
Review and approval

Existing and Proposed Use

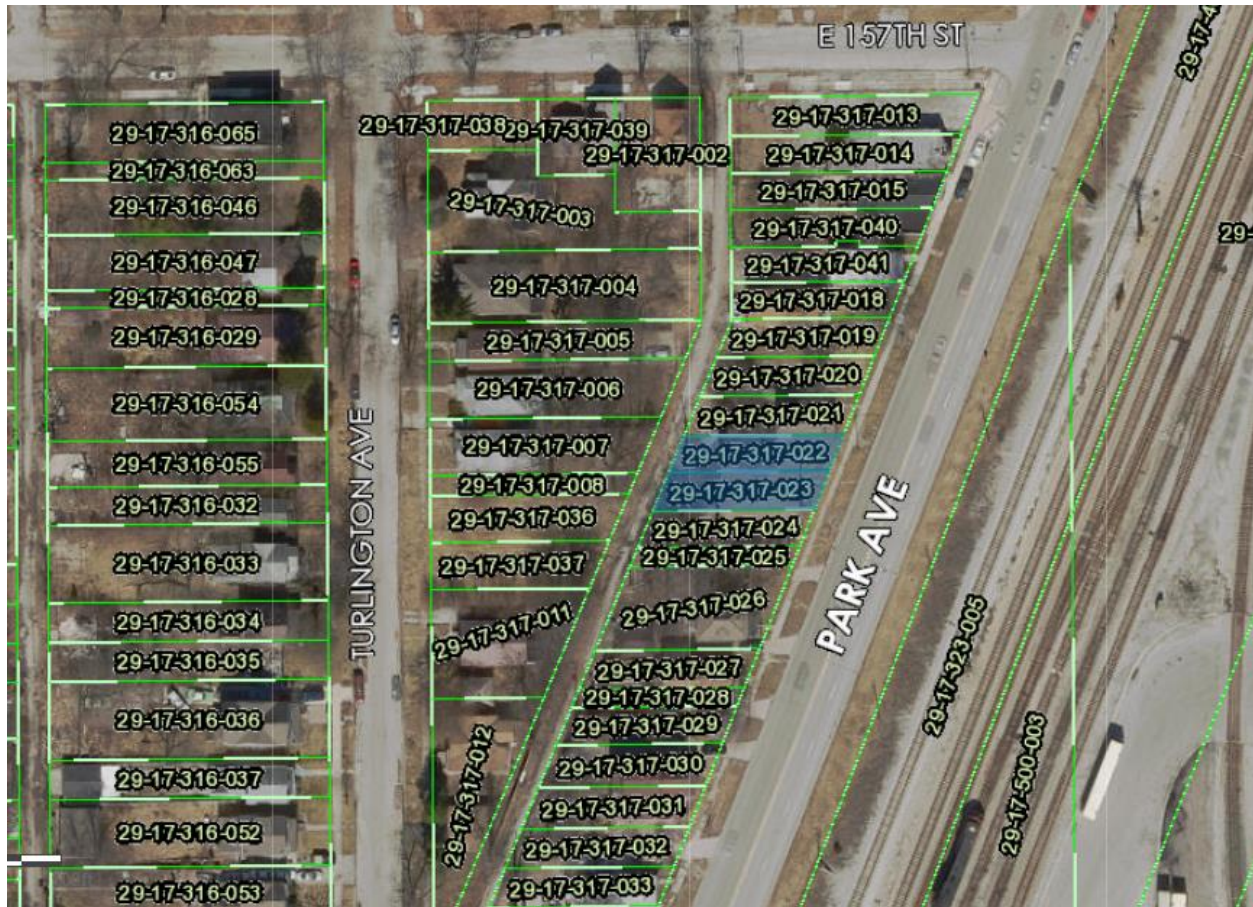
Existing



Proposed



Cook County Tax Parcel Map



Source: Cook County GIS Viewer

**THE CITY OF HARVEY**  
**COOK COUNTY, ILLINOIS**

**RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT**  
**(NeighborScapes, NFP)**

Passed by the City Council, \_\_\_\_\_, 2021

**CITY OF HARVEY**  
**COOK COUNTY, ILLINOIS**



RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED** by the Mayor and City Council of the City of Harvey, Cook County, Illinois, THAT:

**A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT  
(NeighborScapes, NFP)**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

The City is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.

NeighborScapes, NFP, an Illinois not-for-profit corporation ("**NeighborScapes**"), proposes to purchase from the City a certain parcel of real property that is located in the City, commonly known as 15720 Park, Harvey, Illinois ("**Redevelopment Property**"), which Property is legally described in **Exhibit A**.

NeighborScapes proposes to conduct rehabilitation of the Redevelopment Property. The improvements on the Redevelopment Property will be completed in a single project that will involve rehabilitation of the Property into four two-bedroom residential units, as well as ancillary site improvements and landscaping.

It is estimated that the cost of the Redevelopment Property improvements contemplated by NeighborScapes will be approximately \$260,000 and generate 5 construction jobs and high quality workforce housing for eight community residents.

The Redevelopment Property is located in an area designated by the City to be eligible for reduced-price broadband internet service.

The City desires to promote new investment that, as part of its economic development strategy, creates new housing opportunities for City residents and sources of revenue for the City. The City and NeighborScapes have negotiated the terms of a Redevelopment Agreement that will guide the redevelopment of the Redevelopment Property.

The Corporate Authorities, after due and careful consideration, have concluded that the acquisition, the redevelopment, and use of the Redevelopment Property pursuant to and in accordance with the Redevelopment Agreement would promote the public health, safety, and welfare and serve the best interests of the City and its residents.

Section 2.     APPROVAL.

The Redevelopment Agreement by and between, the City and NeighborScapes, shall be and is hereby approved in substantially the form attached in Exhibit A.

Section 3.     AUTHORIZATION.

The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Redevelopment Agreement only after receipt of at least three fully executed copies of the Redevelopment Agreement by NeighborScapes; provided, however, that if the three fully executed copies of the Redevelopment Agreement are not submitted to the City within 90 days after the adoption of this Resolution, this authority to execute and seal shall, at the option of the City Council, be null and void.

Section 4.     RECORDATION.

The City Clerk is hereby directed to record a certified copy of this Resolution, together with the Redevelopment Agreement in the Office of the Cook County Recorder. NeighborScapes will bear the full cost for such recordation.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Christopher J. Clark, MAYOR

ATTEST:

\_\_\_\_\_  
Rosa M. Arambula, CITY CLERK

VOTES:

AYES:

NAYS:

ABSENT:

ABSTAIN:



**EXHIBIT A**

Redevelopment Agreement

*This Space for Recorder's Use Only*

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**REDEVELOPMENT AGREEMENT**

**1) BY AND BETWEEN**

**2) CITY OF HARVEY**

**3) AND**

**NEIGHBORSCAPES, NFP**

## REDEVELOPMENT AGREEMENT

4) BY AND BETWEEN

5) CITY OF HARVEY

6) AND

**NEIGHBORSCAPES, NFP**

**THIS REDEVELOPMENT AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_, 20\_\_ (“**Effective Date**”), by and between the **CITY OF HARVEY**, an Illinois home rule municipality (“**City**”), and an affiliate of **NEIGHBORSCAPES, NFP**, an Illinois not-for-profit corporation (“**NeighborScapes**”). The affiliate of NeighborScapes is South Suburban Shares, LLC. (For convenience, the City and NeighborScapes and its affiliate may be referred to individually as a “**Party**” and collectively as the “**Parties**”).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City’s home rule powers, the parties agree as follows:

### **SECTION 1. RECITALS.** \*

A. The City is a home rule unit of local government by virtue of the provisions of the Illinois Constitution of 1970.

B. The City is the owner of a certain parcel of real property that is located in the City, commonly known as 15720 South Park Ave., Harvey, Illinois referred to as the “**Redevelopment Property**”), as shown in **Exhibit A**.

C. NeighborScapes specializes in the renovation of smaller multi-family buildings in greater Chicago and operates an “Innovation Houses” program by revitalizing vacant houses and renting them to qualified and screened tenants. Said tenants agree by lease to pay a certain rent, to abide by living standards conducive to tranquil living arrangements with neighbors, and to perform community engagement (e.g., by performing 10 hours per month of constructive community service or civic engagement).

D. The improvements on the Redevelopment Property will be completed as soon as possible, with rehabilitation of the Redevelopment Property, as well as ancillary site improvements and landscaping. It is estimated that the cost of the Redevelopment Property improvements contemplated by NeighborScapes will be over \$200,000 and generate between up to 5 construction jobs with first preference for new hires to be reserved for qualified City residents.

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\* All defined terms initially appear in bold and italics and thereafter as capitalized words and phrases throughout this Redevelopment Agreement. They shall have the meanings set forth in the preamble, in Section 2, and elsewhere in this Redevelopment Agreement.

E. The Redevelopment Property is located in an area designated by the City to be eligible for low-cost broadband service to the site and for a sales price limited to \$5,000 to cover legal fees ("**Incentives**").

F. The City desires to promote new investment that, as part of its economic development strategy, creates new housing opportunities for City residents and sources of revenue for the City. Rehabilitation of the Redevelopment Property advances the City's goal (articulated in its 2005 TOD Plan and the upcoming TOD Plan Update) and the TOD TIF District goals to improve residential housing options in the downtown area and revitalize the downtown.

G. It is anticipated the improvements proposed by NeighborScapes will promote civic engagement and community building service in the City, create additional employment opportunities in the City, and increase the City's tax base.

H. The City is willing to assist NeighborScapes by (i) selling the Redevelopment Property to NeighborScapes at a sales price limited to \$5,000 to cover legal fees, and (ii) obtaining the Incentives for only the Redevelopment Property as of the Effective Date, provided it receives the assurances from NeighborScapes as set forth in this Agreement.

## **SECTION 2. DEFINITIONS.**

**"Broadband Internet Service"**: High-speed internet service made available to tenants at a speed equal to or greater than 50/10 Megabits per second (Mbps) download/upload.

**"Building Code"**: Title 15, entitled "Buildings and Construction", of the Municipal Code of Harvey, as amended.

**"Corporate Authorities"**: The Mayor and City Council of the City.

**"Force Majeure"**: Matters which are outside the reasonable control of the party claiming such event, including strikes, lockouts, riots, acts of God, pandemic (including governmental shutdown or closure orders associated therewith), shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party or other factors beyond a party's reasonable control and reasonable ability to remedy and shall specifically include any event in which (i) NeighborScapes, (ii) the City, (iii) any other government authority reasonably necessary to effectuate the performance of NeighborScapes or City under this Agreement or (iv) third-party service providers and agents of either or both of NeighborScapes or City (such as contractors, material suppliers, the Title Company, or NeighborScapes' or the City's attorneys) are delayed, hindered, or prevented from performing any act required under the Agreement or reasonably necessary to effectuate such performance, by reason of a government or other closure, delay, or inability to perform because of or attributable to the outbreak of COVID-19 or other health related pandemic or local, regional or national health crisis (each a "**Force Majeure Event**").

**"Person"**: Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

**"Redevelopment Project"**: NeighborScapes' plans and specifications for the redevelopment of the Redevelopment Property, which plans and specifications are set forth in

**Exhibit B**, including but not limited to exterior improvements (e.g., a new roof, masonry repair, repair and/or replacement of front and rear porches), interior improvements (e.g., plumbing, electrical and HVAC improvements) and exterior security lighting.

**"Redevelopment Property"**: That certain property that will be the site of the Redevelopment Project, which is depicted on and legally described in **Exhibit A**.

**"Requirements of Law"**: All applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.

**"Zoning Ordinance"**: Title 16, entitled "The Zoning Ordinance of the City of Harvey" of the Municipal Code of Harvey, as amended.

### **SECTION 3. MUTUAL ASSISTANCE.**

A. Documents. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent.

B. Governmental Approvals. The Parties will cooperate fully with each other in implementing the provisions and terms of this Agreement and in seeking and obtaining from any or all appropriate governmental bodies, whether federal, state, county or local, any required permits, entitlements and approvals for the NeighborScapes Redevelopment, for the provision of public and private utility services to the Redevelopment Property, and the demolition and clearance of blighted improvements on the Redevelopment Property.

C. City Approvals. The City will issue all permits and approvals necessary or desirable for the NeighborScapes Redevelopment and demolition and clearance of blighted improvements on the Redevelopment Property, including, without limitation, demolition, building and other permits and certificates of occupancy, provided that NeighborScapes applies and receives approval (which approval the City will not unreasonably withhold, delay or condition) for all permits and approvals required under applicable City codes, ordinances, standards, rules, and regulations, as the same may be amended from time to time, and other Requirements of Law; provided, further, that the City has the right to reasonably withhold any building permit or certificate of occupancy at any time NeighborScapes is in violation of, or is not in full compliance with, any term of this Agreement until such time as NeighborScapes is in compliance with this Agreement or any violation is cured. The Parties agree to execute all documents and other instruments reasonably required by NeighborScapes's lender in connection with the financing of the development and construction of the NeighborScapes Redevelopment.

### **SECTION 4. CONVEYANCE OF REDEVELOPMENT PROPERTY; REDEVELOPMENT OF REDEVELOPMENT PROPERTY.**

A. Conveyance of Redevelopment Property.

1. Conveyance. The City, as of the Effective Date, is the owner of fee simple title to the Redevelopment Property. The City will use its best efforts to convey fee

simple title to the Redevelopment Property as promptly as is reasonably possible, with the timing of the transfer scheduled to be a simultaneous sign-and-close with NeighborScapes' closing for construction and acquisition financing. NeighborScapes agrees to acquire from the City, absent a Force Majeure Event, the fee simple interest in the Redevelopment Property in "as is, where is" condition together with all privileges, rights and appurtenances thereto.

2. Title Insurance and Survey shall be the responsibility of NeighborScapes. NeighborScapes has conducted its due diligence investigation concerning the condition of the improvements upon the property and will take title to the property in as "AS IS" condition. NeighborScapes has further conducted its due diligence investigation concerning the title to the property including all liens, taxes and encumbrances and has consulted with an attorney of its choosing concerning the title to the property and is satisfied with the condition of said Title. It shall be NeighborScapes's responsibility to remove or take subject to all objectionable liens, taxes, and encumbrances, if any, from the title to the property. THE CITY OF HARVEY MAKES NO WARRANTIES OF ANY KIND CONCERNING THE MERCHANTABILITY OF THE TITLE TO THE PROPERTY OR THE CONDITION OF THE STRUCTURE OR THE STATUS OR PRESENCE OF ANY ENVIRONMENTAL CONTAMINATION (INCLUDING MOLD OR OTHER HAZARDOUS MATERIALS ON THE PROPERTY.

3. Purchase Price. NeighborScapes will pay as the purchase price ("**Purchase Price**") for the Redevelopment Property the sum of Five Thousand Dollars (\$5,000.00). The Purchase Price, when due, will be payable in cash by cashier's or bank check or by wire transfer providing immediately available funds to a City specified account.
4. Deed and Conveyed Interest. Upon payment of the Purchase Price the City will convey the Redevelopment Property in the form of a Quit Claim Deed.
5. Covenant to Reinvest Proceeds. NeighborScapes is purchasing the Redevelopment Property for the purposes of buying and holding property for rental to Community Building Fellows who will participate in the revitalization of the Harvey community, with the goal of ultimate sales of rehabilitated properties to any Community Building Fellow ("CBF") who has successfully made a 5 year CBF commitment to Harvey, such sales to be consummated at below-market price with a below-market-rate mortgage for the CBF. In the event that NeighborScapes realizes any "windfall" through sale of a Redevelopment Property (e.g., proceeds in excess of Redevelopment Project costs by 50%), NeighborScapes will reinvest any net proceeds in the City of Harvey through additional property purchases and/or rehabilitation projects. This Covenant shall survive the closing and shall be on the Deed.
6. NeighborScapes, as Grantee, shall accept title to the Property subject to a covenant substantially in the following form. The property is to be used solely for the uses and purposes set forth in the Grantee's application on file with the City of Harvey (the "Project"). The Project shall be completed no later than twenty-four (24) months after the delivery of this deed. The Grantee shall not

discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the property. Failure to comply with this covenant shall cause all title, rights and interest in the property herein conveyed to revert to the City of Harvey, and the City shall be entitled to recover all costs and expenses, including attorney's fees incurred in re-vesting title in the City. This covenant shall run with the land and shall terminate five (5) years after the recording of the deed. This covenant shall be enforceable against the Grantee, its heirs, successors and assigns.

7. Prior to the conveyance of the Property to NeighborScapes, NeighborScapes shall deliver to the City a recordable re-conveyance warranty deed for the Property, re-vesting title in the City free and clear of all liens and encumbrances. The City shall have the right to record the re-conveyance warranty deed if there is a default by NeighborScapes at any time or if NeighborScapes cannot or does not complete the Project in accordance with the terms of this Agreement. The City shall return the re-conveyance warranty deed to NeighborScapes after the Certificate of Completion has been issued.

B. Development Control Documents. NeighborScapes will construct or cause to be constructed the improvements on the Redevelopment Property, as described in Section 1.C.1 of this Agreement. The improvements will be made with high quality materials and construction standards, subject to all necessary regulatory approvals of the final building and site plans by the City, which approvals the City shall not unreasonably withhold, delay or condition. The improvements described in of this Agreement will be constructed in substantial compliance with the following plans, documents, specifications, ordinance, and regulations:

1. "**Site Plan**": The site plan and renderings of the Property prepared by either NeighborScapes or Monster Construction Inc., with latest revision date of \_\_\_/\_\_\_/21, a copy of which is attached to this Agreement as **Exhibit B**;
2. This Agreement;
3. The City's Zoning Ordinance;
4. The City's Building Code; and
5. The other Requirements of Law.

C. Permit Applications. The transfer of the property to NeighborScapes shall be subject to and contingent upon City approval of the following:

1. a complete application for all necessary permits for demolition and clearance of blighted improvements on the Redevelopment Property; and
2. complete applications for all necessary permits for rehabilitation of the existing structure, as well as ancillary site improvements and landscaping.

D. Demolition and Clearance of Blighted Improvements on Redevelopment Property.

1. Construction. NeighborScapes will at all times conduct (or cause to be conducted) the demolition and clearance work, and operate and maintain the

Redevelopment Property, including any future improvement and redevelopment of the Redevelopment Property, in material compliance with all applicable City, County, state, and federal laws, ordinances, rules, and regulations, including, without limitation, the Zoning Ordinance, Building Code, and other Requirements of Law, as the same may be amended from time to time.

2. Schedule for Completion of Demolition and Clearance. The demolition and clearance work on the Redevelopment Property will be completed and made ready for inspection, approval, and any required acceptance by the City, as set forth in the Construction Schedule (as hereinafter defined). NeighborScapes will be allowed extensions of time beyond the completion date required by this Subsection 4.D.2 only for delay caused by Force Majeure. NeighborScapes will, within seven days after it becomes aware that any unavoidable delay has commenced and again within five days after the delay terminates, give notice to the City for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken or to be taken by NeighborScapes to mitigate the effects of the delay. Any failure of NeighborScapes to give the required notice will be a waiver of any right to an extension of time for any delay.

E. Schedule for Completion of Redevelopment Project; Certificate of Occupancy. The Redevelopment Project work will be completed by NeighborScapes and made ready for inspection, approval, and any required acceptance by the City, in accordance with the schedule attached to this Agreement as **Exhibit C ("Construction Schedule")**. NeighborScapes will be allowed extensions of time beyond the completion dates required by the Construction Schedule only for delay caused by Force Majeure. NeighborScapes will, within two days after it becomes aware that any unavoidable delay has commenced and again within two days after the delay terminates, give notice to the City for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken or to be taken by NeighborScapes to mitigate the effects of the delay. Any failure of NeighborScapes to give the required notice will be a waiver of any right to an extension of time for any delay. Subject to Force Majeure, as described in Section 2 of this Agreement, NeighborScapes will complete the Redevelopment Project and submit an application for a certificate of occupancy from the City in accordance with the Construction Schedule ("**Occupancy Date**").

F. Broadband Internet Service. In consideration for the sales prices limited to \$5,000 for legal fees as well as provision of the Incentives, NeighborScapes agrees to offer broadband internet service for 12 months at no cost, and for \$15 per month for a subsequent 12-month period. Afterwards beginning in the 25<sup>th</sup> month, the fee schedule will be set at a market rate for high-speed broadband, not to exceed \$50 per month. This tenant benefit would be reflected in the lease and would be posted in the common areas of each building for broadband internet service.

G. NeighborScapes shall improve or rehabilitate the Property in accordance with the approved plans and specifications set forth in its application on file with the City ("Project") and shall complete the Project within the time period set forth in Paragraph 4.A.6. above. NeighborScapes shall not deviate from the approved plans and specifications without the prior written consent of the City.

## **SECTION 5.**



RESERVED.

## **SECTION 6. GENERAL STANDARDS FOR NEIGHBORSCAPES.**

A. Redevelopment. NeighborScapes will undertake the NeighborScapes Redevelopment in substantial compliance with the project scope, site plans, architectural plans and elevations, engineering plans, and plats, as appropriate, submitted to and approved by all necessary City commissions, boards, and departments, and which approved plans and plats will, by this reference, become part of and incorporated into Exhibit B. NeighborScapes will at all times acquire, install, construct, operate and maintain the NeighborScapes Redevelopment in material compliance with all applicable City, state, and federal laws, ordinances, rules, and regulations, including, without limitation, the Zoning Ordinance, Building Code, and other Requirements of Law, as the same may be amended from time to time.

B. General Standards. NeighborScapes will complete the construction of the improvements on the NeighborScapes Redevelopment in a good and workmanlike manner. All materials used for construction of the NeighborScapes Redevelopment will be new and of first-rate quality.

C. Easements. Utility and enforcement easements shall be granted to the City and other governmental bodies and utility services over, on, and across the NeighborScapes Redevelopment for the purposes of enforcing applicable laws, making repairs, installing and servicing utilities, and providing public and emergency services.

D. Damage to Public Property. NeighborScapes will maintain the NeighborScapes Redevelopment and all streets, sidewalks, and other public property in and adjacent to the NeighborScapes Redevelopment in a reasonably good and clean condition at all times during development and construction of the NeighborScapes Redevelopment. Further, NeighborScapes will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the NeighborScapes Redevelopment by NeighborScapes or any agent of or contractor hired by, or on behalf of, NeighborScapes, and will repair any damage that may be caused by the activities of NeighborScapes or any agent of or contractor hired by, or on behalf of, NeighborScapes. If, within one hour after the City gives NeighborScapes notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the NeighborScapes Redevelopment by NeighborScapes or any agent of or contractor hired by, or on behalf of, NeighborScapes, NeighborScapes neglects to clean, or undertake with due diligence to clean, the affected public property, subject to any Force Majeure Event, then the City will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from NeighborScapes a [insert dollar amount] per hour charge multiplied by the number of personnel reasonably required to perform the cleaning.

E. Final Inspections and Approvals. When NeighborScapes determines that any portion of the NeighborScapes Redevelopment has been properly completed, NeighborScapes will request final inspection, approval, and, as appropriate, acceptance of the improvements by the City. The notice and request will be given sufficiently in advance to allow the City time to inspect the improvements and to prepare a punch list of items requiring repair or correction and to allow NeighborScapes time to make all required repairs and corrections prior to the scheduled completion date. NeighborScapes will promptly make all necessary repairs and corrections as specified on the punch list. The City will not be required to approve or accept any improvement

until all of the improvements, including without limitation all punch list items, have been fully and properly completed.

F. Issuance of Building and Occupancy Permits. The City will have the absolute right to withhold any building permit or certificate of occupancy at any time NeighborScapes is in violation of, or is not in full compliance with, any term of this Agreement.

G. Completion of Construction. If, subject to any Force Majeure Event, NeighborScapes fails to diligently pursue all construction, as required in, or permitted by, Sections 4 and 5 of this Agreement, to completion within the time period prescribed in the building permit or permits issued by the City for the construction, and if the building permit or permits are not renewed within three months after expiration, NeighborScapes will, within 90 days after written notice from the City, remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If NeighborScapes fails or refuses to remove the buildings, structures, and improvements as required, then the City will have, and is hereby granted, in addition to all other rights afforded to the City in this Agreement and by law, the right, at its option, to demolish and remove any of the buildings, structures, and improvements, and the City will have the right to charge NeighborScapes an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs.

H. Designated Traffic Routes. The City may designate routes of access to the NeighborScapes Redevelopment for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes will not unduly hinder or obstruct direct and efficient access to the NeighborScapes Redevelopment for construction traffic. NeighborScapes will keep all routes used for construction traffic free and NeighborScapes Redevelopment of mud, dirt, debris, obstructions, and hazards and will repair all damage caused by the construction traffic. The City also may designate from time to time temporary construction haul roads on and to the NeighborScapes Redevelopment that will be located and constructed in a manner acceptable to the City Engineer.

I. Parking. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the NeighborScapes Redevelopment or in areas designated by the City.

## **SECTION 7. CITY SUPPORT FOR INCENTIVES; DEFAULT.**

A. City Support. The Corporate Authorities will adopt a resolution supporting and consenting to the Incentives for the Redevelopment Property.

B. Effect of Default. If NeighborScapes fails to complete its obligations described in this Agreement, the Corporate Authorities may, in their sole and absolute discretion, take necessary actions to repeal the Incentives for the Redevelopment Property.

## **SECTION 8. INSURANCE AND INDEMNIFICATION.**

A. NeighborScapes's Risk Prior to Completion. Prior to completion of the NeighborScapes Redevelopment, NeighborScapes will keep in force at all times builders risk and liability insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and

materials furnished for the NeighborScapes Redevelopment (including on-site stored materials), all as to work by NeighborScapes. The insurance required under this Subsection 6.A will be issued by companies properly licensed by the State of Illinois and reasonably satisfactory to the City. The insurance required under this Subsection 6.A will name as the City as an additional insured. All such policies will contain a provision that the same will not be canceled or modified without 30-days prior written notice to the City.

B. NeighborScapes, its successor and assigns, shall indemnify and hold the City and its agents harmless against any and all claims, known and unknown, including environmental conditions or violations of existing environmental laws or other encumbrances, arising out of or during the City's ownership of the property or arising out of NeighborScapes's performance or, or failure to perform its obligations under this Agreement.

C City Review. NeighborScapes acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the NeighborScapes Redevelopment, or demolition and removal of the blighted improvements from the Redevelopment Property, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the NeighborScapes Redevelopment, or demolition and removal of the blighted improvements from the Redevelopment Property, and that the City's review and approval of those plans and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure NeighborScapes, or any of its successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.

D City Procedure. NeighborScapes acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right, including any such procedures modified according to the requirements of Section 7(e) of the Illinois Open Meetings Act, 5 ILCS 120/7(e), enabling the City, and other units of local government, to conduct public business remotely.

E Indemnity. The NeighborScapes agrees to, and does hereby, hold harmless and indemnify the City, all City commissions, boards, public bodies, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively, "**Indemnitees**"), from any and all claims that may be asserted at any time against any of them in connection with (i) the City's review and approval of any plans for the NeighborScapes Redevelopment or demolition and removal of the blighted improvements from the Redevelopment Property; (ii) the issuance of any approval, permit, certificate, or acceptance for the NeighborScapes Redevelopment, or demolition and removal of the blighted improvements from the Redevelopment Property; and (iii) the development, construction, maintenance, or use of any portion of the NeighborScapes Redevelopment, or demolition and removal of the blighted improvements from the Redevelopment Property; provided, however, that the foregoing obligation shall not apply to any negligence or willful misconduct of the Indemnitees.

## **SECTION 9. ENFORCEMENT.**

The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that NeighborScapes agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In

addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building or demolition permits or certificates of occupancy for any and all buildings and structures within the NeighborScapes Redevelopment or demolition and removal of the blighted improvements from the Redevelopment Property at any time when NeighborScapes has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section 7, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

#### **SECTION 10. FEES, DEDICATIONS, DONATIONS, AND CONTRIBUTIONS.**

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, NeighborScapes will pay to the City, immediately after presentation of a written demand or demands for payment, all reasonable legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the redevelopment and renovation of the NeighborScapes Redevelopment, or the demolition and clearance work on the Redevelopment Property and in connection with the negotiation, preparation, consideration, and review of this Agreement. Payment of all fees, costs, and expenses for which demand has been made, but payment has not been received, by the City prior to execution of this Agreement, will be made by a certified or cashier's check or wire transfer contemporaneous with the execution of this Agreement by the City. Further, NeighborScapes agrees that it will continue to be liable for and to pay, immediately after presentation of a written demand or demands for payment, the fees, costs and expenses incurred in connection with any applications, documents, or proposals, whether formal or informal, of whatever kind submitted by NeighborScapes during the term of this Agreement in connection with the use, redevelopment, and renovation of the NeighborScapes Redevelopment and the use, demolition, and clearance of the Redevelopment Property. Further, NeighborScapes agrees that it will be liable for and will pay after demand all customary fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

B. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, NeighborScapes will pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

#### **SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

All obligations assumed by NeighborScapes under this Agreement will be binding on and inure for the benefit of NeighborScapes personally, on any and all of NeighborScapes's successors, and assigns, and on any and all of the respective successor legal or beneficial owners, lessees, or sublessees. To assure that NeighborScapes's successors, and assigns, and successor owners, lessees, or sublessees have notice of this Agreement and the obligations created by it, NeighborScapes will:

1. Deposit with the City Administrator, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Recorder of Cook County; and

2. Notify the City in writing at least 30 days prior to any date after which NeighborScapes transfers its interest in all or any part of the NeighborScapes Redevelopment to any Person not a party to this Agreement; and
3. Incorporate, by reference, this Agreement into any and all real estate sales, lease, or sublease contract to any Person not a party to this Agreement.

## **SECTION 12. NEIGHBORSCAPES REPRESENTATIONS.**

NeighborScapes hereby represents and warrants to the City as follows:

A. As of the date of execution of this Agreement, NeighborScapes is financially solvent, able to pay its debts as they mature, and able to perform the obligations hereunder, and will promptly give written notice to the City of any material adverse change in the financial condition of NeighborScapes which would have an adverse effect on the execution, delivery, performance, or enforceability of this Agreement;

B. NeighborScapes is authorized to do business in, and is in good standing in, the State of Illinois;

C. Except for only those representations, statements, or promises expressly contained in this Agreement, no representation, statement, or promise of any kind whatsoever by the City, its officials, agents, or employees has induced NeighborScapes to enter into this Agreement or has been relied on by NeighborScapes; No proceeding of any kind including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or, to its knowledge, threatened against NeighborScapes or contemplated by NeighborScapes which would under any circumstance have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement. As of the date of execution of this Agreement, NeighborScapes has not received notice, and does not to its knowledge have a reasonable basis for believing that NeighborScapes or any of its corporate officers is the subject of any of the proceedings identified in the following subparts having a material adverse effect on the execution, delivery, performance or enforceability of this Agreement: (i) criminal action, complaint, or investigation pertaining to any felony charge, or (ii) any civil action or claim, predicated on alleged acts of antitrust violations, business fraud, or class discrimination due to race, creed, color, disability, gender, marital status, age, national origin, or religious affiliation;

NeighborScapes shall provide prompt notice to the City whenever NeighborScapes obtains knowledge that any of the representations or warranties contained in this Section 12 ceases to be true or correct.

E. NeighborScapes shall pay all real estate taxes levied on the property when due and shall not seek to exempt the parcels from real estate taxes. Failure to pay the real estate taxes is considered default under this Agreement.

F. Prior to the completion of the Project, NeighborScapes shall not sell, convey, or assign the property or any part thereof or interest therein without the prior written approval of the City, except that NeighborScapes may mortgage the Property or make a collateral assignment of a beneficial interest.

G. NeighborScapes agrees for itself, its heirs, successors and assigns that:

- a. The Property shall be used solely for the purposes set forth in NeighborScapes' application on file with the Department of Planning for a period of not less than five (5) years from the date of the deed; and
- b. There shall be no discrimination upon the basis of race, color, religion, sex or national origin in the sale, lease, rental or occupancy of the Property.

**SECTION 13. CITY REPRESENTATIONS.** The City hereby warrants and represents to NeighborScapes as follows:

A. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the City to execute, deliver, and perform this Agreement;

B. No proceeding of any kind, including, without limitation, litigation or arbitration, whether judicial or administrative, is pending or threatened against or contemplated by the City which would under any circumstances have any material adverse effect on the execution, delivery, performance, or enforceability of this Agreement.

**SECTION 14. TERM.** This Agreement will be in full force and effect from and after the Effective Date until the earlier to occur of (a) an amendment to this Agreement that is (i) approved and authorized by the Corporate Authorities, (ii) establishing a new term for this Agreement, (iii) fully executed by both parties, and (iv) recorded in the Office of the Cook County Recorder or (b) termination pursuant to the terms set forth in Subsection 6.J of this Agreement.

**SECTION 15. MISCELLANEOUS.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("***e-mail***"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Harvey  
15320 Broadway Avenue  
Harvey, IL 60426  
ATTN: City Administrator  
E-mail: [twilliams@cityofharveyil.gov](mailto:twilliams@cityofharveyil.gov)

Notices and communications to NeighborScapes NFP shall be addressed to, and delivered at, the following address:

NeighborScapes  
710 Argyle Ave.  
Flossmoor, IL 60422  
E-mail: [jreadey@neighborscapes.org](mailto:jreadey@neighborscapes.org)

With a copy to:

Ginsberg Jacobs LLC  
300 S Wacker Drive, Suite 2750  
Chicago, IL 60606  
Attn: Jay Readey  
Email: [jreadey@ginsbergjacobs.com](mailto:jreadey@ginsbergjacobs.com)

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.
- E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.



G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

J. Exhibits. Exhibits A through C attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The City hereby warrants and represents to NeighborScapes that the Persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. NeighborScapes hereby warrants and represents to the City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by NeighborScapes will (a) result in a breach or default under any agreement to which NeighborScapes is a party or (b) to its knowledge, violate any statute, law, restriction, court order, or agreement to which NeighborScapes is subject.

N. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or NeighborScapes.

O. Recording. NeighborScapes will be responsible for the cost of recording this Agreement.

P. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

Q. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of NeighborScapes.

R. The City reserves the right to take any and all steps pursuant to its police power to preserve and protect the Property and the public.

S. The parties do not presently believe or contemplate that this project is subject to the Prevailing Wage Act (820 ILCS 130/1) under the law as it exists today. However, in the event that this project is determined to be subject to the Prevailing Wage Act, NeighborScapes shall comply with the Prevailing Wage Act and indemnify and hold the City and its officers and employees under or pursuant to the Prevailing Wage Act, including interest and penalties.

T. The parties acknowledge that documents related to this transaction may be subject to disclosure under the Illinois Freedom of Information Act.

***[Signature Pages Follow]***

**IN WITNESS WHEREOF**, the Parties have caused this Redevelopment Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

**ATTEST:**

**THE CITY OF HARVEY**, an Illinois home rule municipal corporation

- By: \_\_\_\_\_
- Its: City Clerk

By: \_\_\_\_\_  
Its: Mayor

- **ATTEST:**

**NEIGHBORSCAPES NFP**, an Illinois not-for-profit corporation

- 
- By: \_\_\_\_\_
- Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A  
Redevelopment Property

PIN	Address	Municipality
29-17-317-022-0000	15720 PARK AVE	HARVEY
29-17-317-023-0000	15720 PARK AVE	HARVEY



Source: Cook County GIS

## Exhibit B Redevelopment Project and Preliminary Plans

NeighborScapes will perform a full gut rehab on all units installing new roofs, touching up the masonry work, installing new front and rear porches, as well as new plumbing, electrical and HVAC systems. The estimated Redevelopment Project budget is \$220,000 as shown below.

Sources of Funds	Amount
United Fidelity Bank – Equity	\$44,000
United Fidelity Bank – Loan	\$176,000
Total Project Cost	\$220,000

Refer to preliminary plans for additional detail below. Said plans are subject to change pursuant to building department requirements.



### Kitchen and Living Room Combo



Page 4/6

Page 3/6

### Harvey Apts 15720 Park Ave

TOTAL AREA: 750.03 sq ft • LIVING AREA: 750.03 sq ft • FLOORS: 1 • ROOMS: 3



### East Entrance



### Kitchen and Living Room Combo

**Split Bathroom**  
With double vanity and  
pocket door



**West Bedroom**





## Harvey Apts 15720 Park Ave

TOTAL AREA: 750.03 sq ft • LIVING AREA: 750.03 sq ft • FLOORS: 1 • ROOMS: 3



### East Bedroom



### West Bedroom



Exhibit C  
Construction Schedule

Permit Submittal – May 15, 2021

Begin Construction – June 15, 2021

Finish Construction – September 15, 2021

Certificate of Occupancy – September 15, 2021

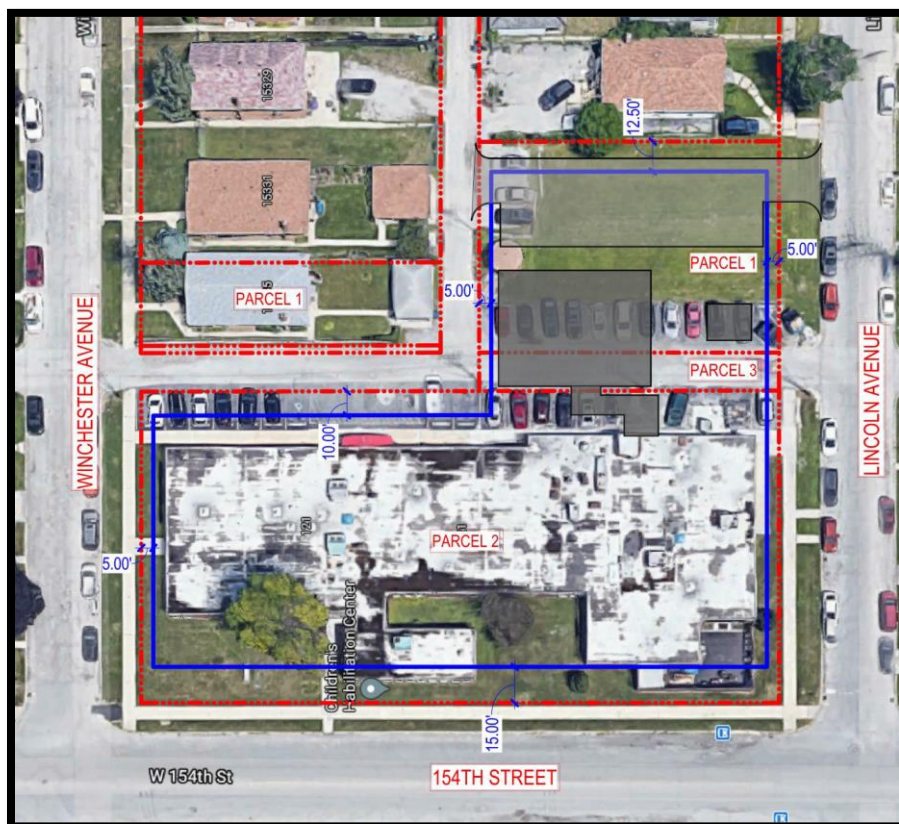


## Request for City Council Action

**Referred to Council:** April 12, 2021

**Subject:** Children's Habilitation Center – PUD Application

**Background:** The Children's Habilitations Center (CHC) seeks to expand its facility on 154<sup>th</sup> Street, due to a requirement by the State of Illinois to have more space for the client base it currently serves (see image below). Over time, the clientele has grown and additional space is needed for medical treatment and education to serve its mission and to comply with state mandates.



Accordingly, the CHC is pursuing certain zoning changes as identified in the attached ordinance to enable the project to move forward. A key part is to allow MI Medical Institutional zoning designation for the entire project site (i.e., the footprint of its expanded campus).

The Plan Commission has recommended approval of the PUD application.

**Financial Impact:** There is a potential for a slight increase in property tax revenue given it will house a larger enclosed space. Additionally, the CHC project represents an investment of approximately \$1 million in central Harvey.

**Attachments:**

1. PUD Application
2. Ordinance

**Recommended Action:**

Review and approval

**THE CITY OF HARVEY  
COOK COUNTY, ILLINOIS**

**ORDINANCE  
NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A MAP AMENDMENT FOR CERTAIN  
PROPERTY FROM THE R-1 SINGLE DWELLING UNIT RESIDENTIAL  
DISTRICT TO THE MI MEDICAL INSTITUTIONAL DISTRICT AND A  
MAP AMENDMENT IN THE MI MEDICAL INSTITUTIONAL DISTRICT  
FOR A PLANNED UNIT DEVELOPMENT WITH ASSOCIATED  
DEPARTURES FROM STANDARDS AND WAIVERS**

**(CHILDREN'S HABILITATION CENTER)**

Passed and Approved by the City Council, \_\_\_\_\_, 2021

Printed and Published, \_\_\_\_\_, 2021

Printed and Published in Pamphlet Form  
By Authority of the City Council

I hereby certify that this document  
was properly published on the date  
stated above.

---

City Clerk

ORDINANCE NO. \_\_\_\_\_

**BE IT ORDAINED** by the Mayor and City Council of the City of Harvey, Cook County, Illinois, pursuant to its home rule powers, THAT:

**AN ORDINANCE APPROVING A MAP AMENDMENT FOR CERTAIN PROPERTY FROM THE R-1 SINGLE DWELLING UNIT RESIDENTIAL DISTRICT TO THE MI MEDICAL INSTITUTIONAL DISTRICT AND A MAP AMENDMENT IN THE MI MEDICAL INSTITUTIONAL DISTRICT FOR A PLANNED UNIT DEVELOPMENT WITH ASSOCIATED DEPARTURES FROM STANDARDS AND WAIVERS**

**(CHILDREN'S HABILITATION CENTER)**

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

Children's Habilitation Center, Inc., an Illinois corporation ("**CHC**"), is the owner of several parcels of contiguous property commonly known as 121 Lincoln and 15335 Winchester ("**Parcel 1**"), 121 W. 154<sup>th</sup> Street ("**Parcel 2**"), and 121 Lincoln ("**Parcel 3**") and described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (collectively, "**Property**"). The Property comprises \_\_\_\_\_ acres and is located in the MI Medical Institutional District ("**MI District**") and R-1 Single Dwelling Unit Residential District ("**R-1 District**").

CHC has operated and steadily improved the Property since 1971 as a specialized medical and education facility for children with critical and complex medical conditions. Recently, the State of Illinois made regulatory changes that require CHC to expand its on-site educational classroom facilities. In the course of reviewing CHC's plans, City staff determined that the existing facilities, as well as a proposed classroom expansion building, were not conforming with the MI District bulk regulations and that part of the Property was zoned in the R-1 District, making CHC a nonconforming use.

In order to enable CHC to construct its classroom expansion building, CHC is seeking approval of the following zoning relief: (1) a map amendment for Parcel 1 from the R-1 District to the MI District, (2) a map amendment for a planned unit development on the Property, and (3) associated planned unit development departures from standards and waivers from the MI District regulations (collectively, "**Zoning Relief**").

The CHC is a long established and valued City medical and educational institution. The expansion of CHC's classroom facilities will enable CHC to continue operating and delivering these critical services to future generations of children with critical and complex medical needs, and remain a valued City institution, thereby promoting the public health, safety, and welfare of the City's residents and people from across the Metropolitan Chicago Region.

Section 2. PUBLIC HEARING.

Notice of a public hearing on CHC's Zoning Relief application for the Property was published in the *Daily Southtown* on March 10, 2021. A public hearing was convened by the Plan Commission ("**PC**") on March 25, 2021, on which date the PC closed the public hearing and pursuant to the findings of fact attached as **Exhibit E** and, by this reference, made a part of this Ordinance, recommended approval of (1) a map amendment for Parcel 1 from the R-1 District to

the MI District, (2) a map amendment for a planned unit development on the Property, and (3) associated planned unit development departures from standards and waivers from the MI District regulations.

### Section 3. APPROVALS.

A. Map Amendment for Parcel 1 from the R-1 District to the MI District. Pursuant to Section 16-04-300 of the Zoning Ordinance, as amended ("**Zoning Ordinance**"), a map amendment shall be and is hereby approved for Parcel 1, re-designating Parcel 1 from the R-1 District to the MI District.

B. Map Amendment for a Planned Unit Development; Combined Preliminary/Final Plan; Departures from Standards; Plat of Subdivision.

1. Map Amendment for a Planned Unit Development. Pursuant to Section 16-04-300 and Chapter 16-56 of the Zoning Ordinance, a map amendment shall be and is hereby approved for a planned unit development for the Property.

2. Combined Preliminary/Final PUD Plan Approval. Subject to conditions set forth in Section 4 of this Ordinance, and pursuant to and in accordance with Subsection 16-56-080.A and Subsection 16-56-080.B of the Zoning Ordinance, the combined Preliminary/Final PUD Plan, prepared by Legat Architects, consisting of eight pages with a latest revision date of March 25, 2021, attached as **Exhibit D** and, by this reference, made a part of this Ordinance, shall be and is hereby approved ("**PUD Plan**").

3. Departures from Standards. Subject to the conditions set forth in Section 4 of this Ordinance, and pursuant to the provisions set forth in Section 16-56-040 of the Zoning Code, the following departures from standards, as depicted on **Exhibit C**, prepared by Legat Architects, consisting of one page, with a latest revision date of March 25, 2021, shall be and are hereby approved for the Property:

a. Front Yard Setback Reduction. Reduction in the required MI District front yard setback from 15-feet to 8.37-feet;

b. Parking Setback Reduction. Reduction in the required MI District parking setback from 12.5-feet to 4-feet; and

c. Increase in Maximum Lot Coverage. Increase in the maximum lot coverage in the MI District from 35% to 44%.

### Section 4. CONDITIONS.

The approvals set forth in Subsections 3.A.2 and 3.A.3 of this Ordinance for the Property will be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions:

A. Compliance with Plans. The development, maintenance, and operation of the Property will be in substantial compliance with the following documents and plans, except for minor changes and site work approved by the Community Development Director in accordance with all applicable City rules, regulations, and ordinances:



1. Preliminary and Final PUD Plan; and
2. Preliminary and Final Plat of Subdivision.

B. Preliminary and Final Plat of Subdivision Review and Approval.

1. Within one-year after the effective date of this Ordinance, CHC will submit a combined preliminary and final plat of subdivision for review by the Plan Commission and approval by City Council.

2. The combined preliminary and final plat of subdivision will, at a minimum, consolidate the separate lots of record that currently comprise the Property into a single lot of record.

Section 5. OFFICIAL ZONING MAP AMENDMENTS. The Community Development Director is hereby directed to amend the Official Zoning Map to reflect the map amendments approved in Subsection 3.A and Subsection 3.B.1 of this Ordinance.

Section 6. FAILURE TO COMPLY WITH CONDITIONS.

Upon failure or refusal of CHC to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the Preliminary/Final PUD Plan Approval, together with the map amendment approving a PUD for the Property, and the Departures from Standards and Waivers approved in Subsections 3.B.1, 3.B.2 and 3.B.3 of this Ordinance (collectively, "**Conditioned Approvals**"), will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council will not revoke the Conditioned Approvals unless it first provides CHC with advance written notice of the reasons for revocation and opportunity to be heard at a regular meeting of the City Council. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the MI District, as the same may, from time to time, be amended. Further, in the event of revocation, the City Administrator and City Attorney are authorized and directed to bring all zoning enforcement action as may be appropriate under the circumstances. CHC acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section 6, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 6 is given.

Section 7. AMENDMENT TO THE PRELIMINARY/FINAL PUD PLAN.

A. De Minimus Change. The City Engineer or Community Development Director, as appropriate, may authorize de minimus changes to the Conditioned Approvals when the adjustments are necessary in light of technical or engineering considerations, or when adjustments are less than a three percent (3%) change in any restriction set forth in the Conditioned Approvals.

B. Minor Change. Any adjustment to the Conditioned Approvals, that does not result in a change to the concept or intent of the development on the Property, including, without limitation, minor changes to architectural elements of the project, landscaping improvements, or engineering site improvements and which changes are less than a ten percent (10%) change in any restriction set forth in the Conditioned Approvals will be considered a minor adjustment and

will be granted only after application to, and approval by, the City Administrator. A Minor Change will not require a public hearing before the Plan Commission.

C. Major Change. Any adjustment to the Approvals, that results in alteration of the concept or intent of the development on the Property, or which changes are greater than a ten percent (10%) change in any restriction set forth in the Conditioned Approvals will be granted only after application to, and approval by, the City Council by ordinance duly adopted after being considered at a public hearing before the Plan Commission.

Section 8. BINDING EFFECT; NON TRANSFERABILITY.

The privileges, obligations, and provisions of each and every section of this Ordinance shall be binding on CHC individually, on any and all of CHC's successors and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. Nothing in this Ordinance will be deemed to allow this Ordinance to be transferred to any person or entity without a new application for approval for any person or entity other than CHC.

Section 9. EFFECTIVE DATE.

A. This Ordinance will be effective upon the occurrence of the following events:

1. passage by the City Council by a majority vote in the manner required by law;
2. publication in pamphlet form in the manner required by law;
3. the filing by CHC with the City Clerk of a fully executed unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. The unconditional agreement and consent must be in the form of **Exhibit B**, attached to and, by this reference, made a part of this Ordinance; and
4. the recordation of this Ordinance together with any exhibits as the City Clerk deems appropriate for recordation in the Office of the Cook County Recorder. CHC will bear the full cost of this recordation.

B. In the event CHC does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Subsection 9.A.4 of this Ordinance within 90 days of the date of passage of this Ordinance by the City Council, the City Council will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

**PASSED** by the Mayor and City Council of the City of Harvey, Cook County, Illinois on the \_\_\_\_ day of \_\_\_\_\_, 2021 by the following roll call vote:

	YES	NO	ABSENT	PRESENT
Drewenski				
Tolbert				
Crudup				
Key				
Randle El				
Rogers				
Mayor Clark				

Approved by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Christopher J. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Rosa Arambula, City Clerk

## **LIST OF EXHIBITS**

Exhibit A	Subject Property
Exhibit B	Unconditional Agreement and Consent
Exhibit C	Depiction of Departures from Standards
Exhibit D	Preliminary PUD Plan
Exhibit E	Findings of Fact

**EXHIBIT A**  
Subject Property

PIN	Address	Municipality
29-18-217-043-0000	15335 WINCHESTER AVE	HARVEY
29-18-217-044-0000	121 W 154TH ST	HARVEY
29-18-217-045-0000	121 LINCOLN AVE	HARVEY
29-18-217-046-0000	121 W 154TH ST	HARVEY

Source: Cook County GIS



**EXHIBIT B**  
Unconditional Agreement and Consent

TO: The City of Harvey, Illinois ("**City**")

WHEREAS, Children's Habilitation Center, Inc. ("**CHC**") is the owner of several parcels of contiguous property commonly known as 121 Lincoln and 15335 Winchester ("**Parcel 1**"), 121 W. 154th Street ("**Parcel 2**"), and 121 Lincoln ("**Parcel 3**") ("**Property**"); and

WHEREAS, CHC has sought approval of (1) a map amendment for Parcel 1 from the R-1 District to the MI District, (2) a map amendment for a planned unit development on the Property, and (3) associated planned unit development departures from standards and waivers from the MI District regulations (collectively, "**Zoning Relief**"); and

WHEREAS, Ordinance No.\_\_\_\_, adopted by City Council on \_\_\_\_\_, 2021, grants approval of such Zoning Relief, subject to certain conditions ("**Ordinance**"); and

WHEREAS, CHC desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance.

NOW THEREFORE, CHC does hereby agree and covenant as follows:

1. CHC will and does hereby unconditionally agree to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Ordinance;
2. CHC acknowledges and agrees that the City is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Property, or the issuance of any permits for the use and development of the Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and will not, in any way, be deemed to insure CHC against any damage or injury of any kind and at any time;
3. CHC acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance and has considered the possibility of fines and other appropriate zoning enforcement action provided for in the Ordinance, and agrees not to challenge any such action on the grounds of any procedural infirmity or any denial of any procedural right, provided that written notice to CHC is provided;
4. CHC agrees to pay all reasonable expenses incurred by the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, and (c) the performance of CHC of its obligations under this Unconditional Agreement and Consent; and
5. CHC will, and does hereby, jointly and severally agree to pay all reasonable expenses incurred by the City in defending itself with regard to any and all claims

mentioned in this Unconditional Agreement and Consent. These expenses shall include all out of pocket expenses, such as attorneys' and experts' fees.

ATTEST: CHILDREN'S HABILITATION CENTER, INC.

By:\_\_\_\_\_ By:\_\_\_\_\_  
Its:\_\_\_\_\_ Its:\_\_\_\_\_

SUBSCRIBED and SWORN to  
Before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021  
\_\_\_\_\_  
Notary Public

<seal>

WINCHESTER AVENUE

154TH STREET

W 154th St

10.00'

15.00'

12.50'

5.00'

5.00'

PARCEL 1

PARCEL 2

PARCEL 3

Lincoln Avenue



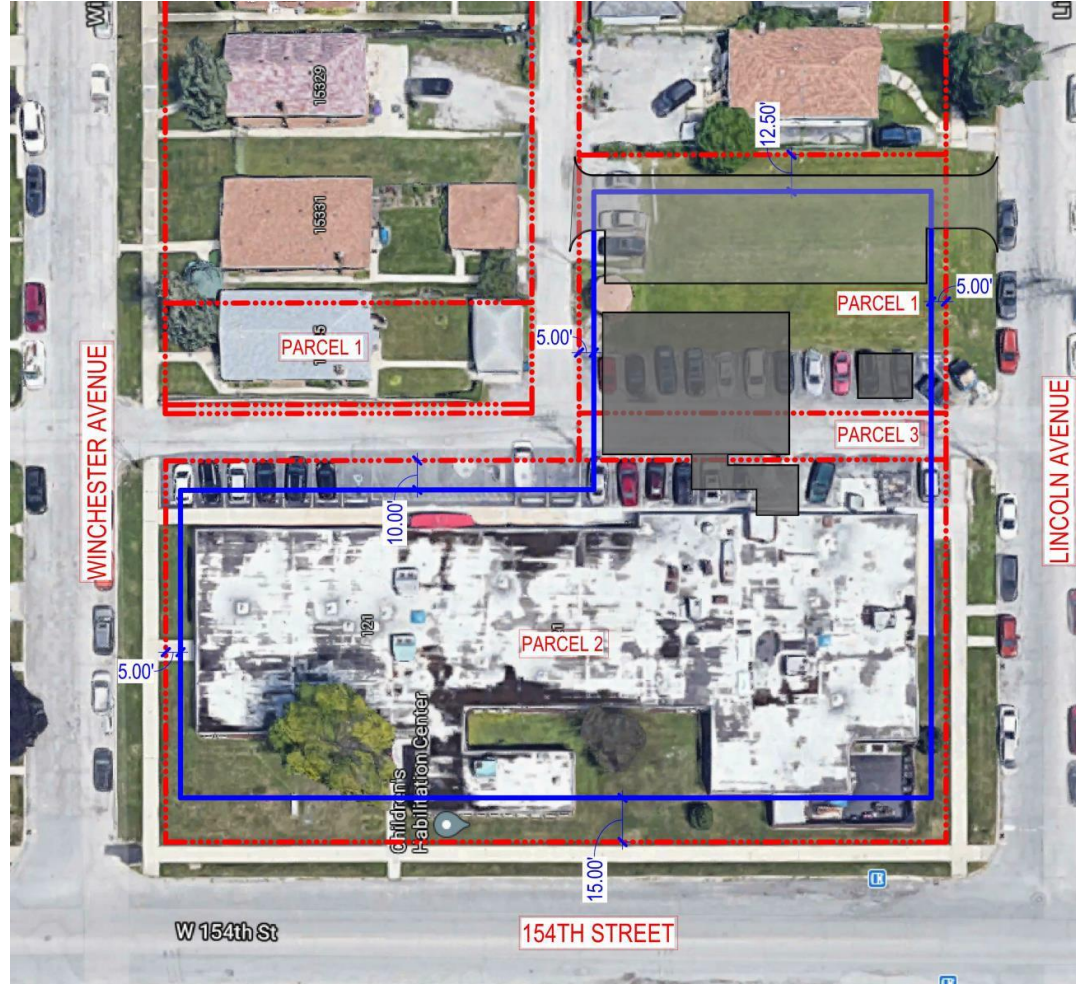
**EXHIBIT D**  
Preliminary PUD Plan

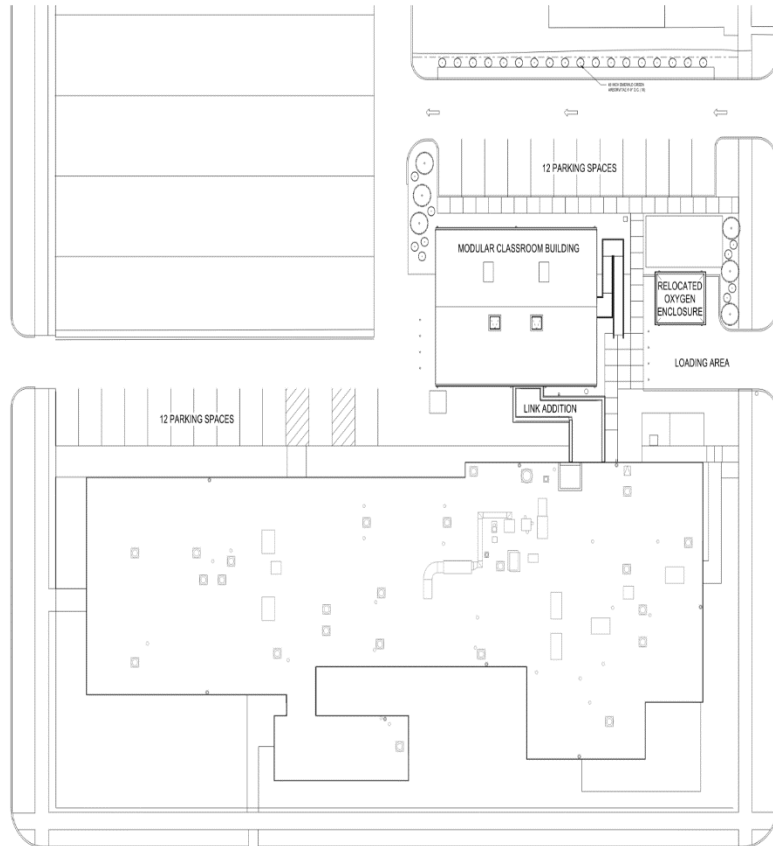
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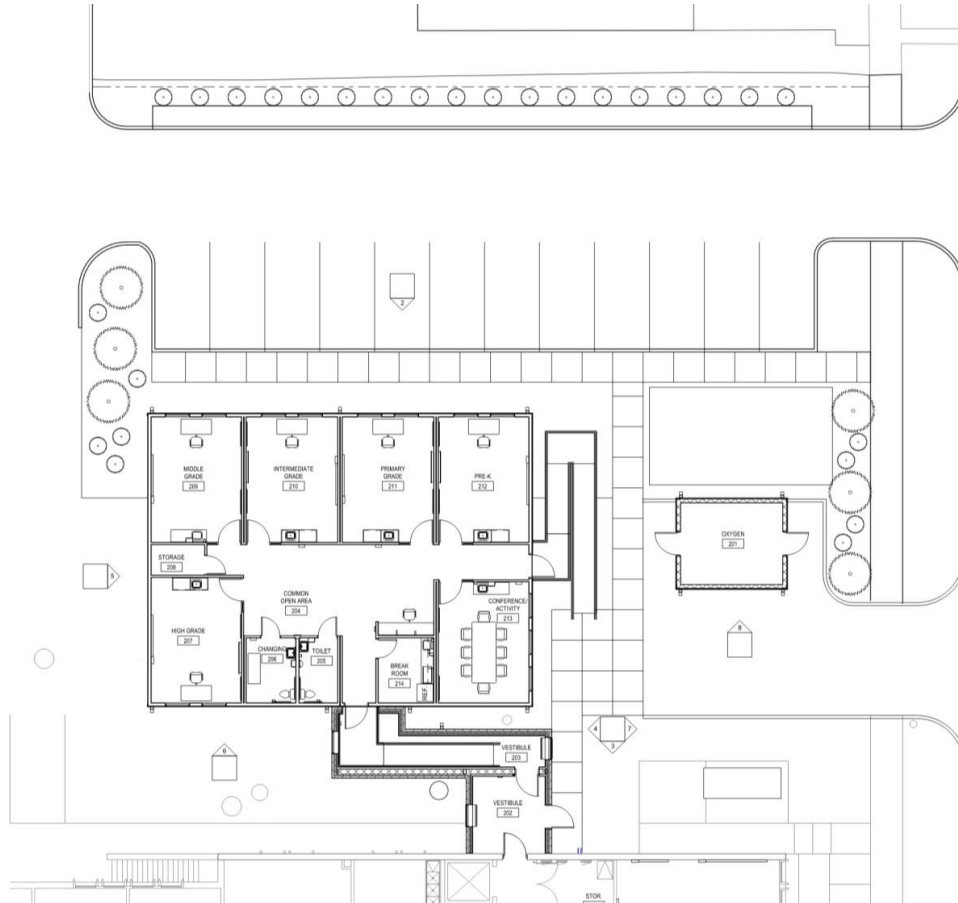
## CHC – MODULAR ADDITION PROJECT

- **Modular Classroom Building**
- **Link Addition**
- **Relocated Oxygen Enclosure**
- **Additional Parking, Landscaping and Sitework**

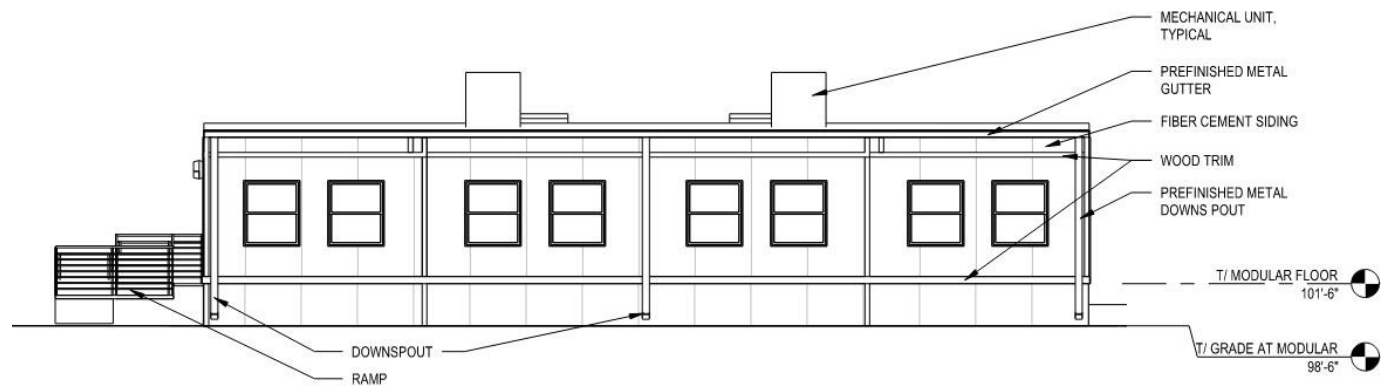




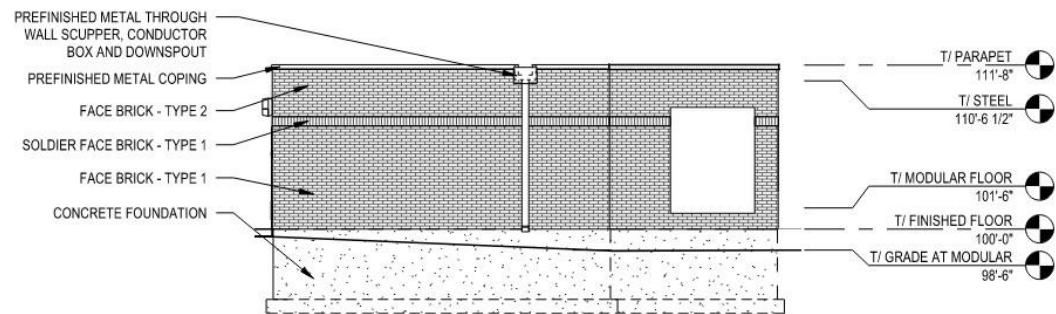






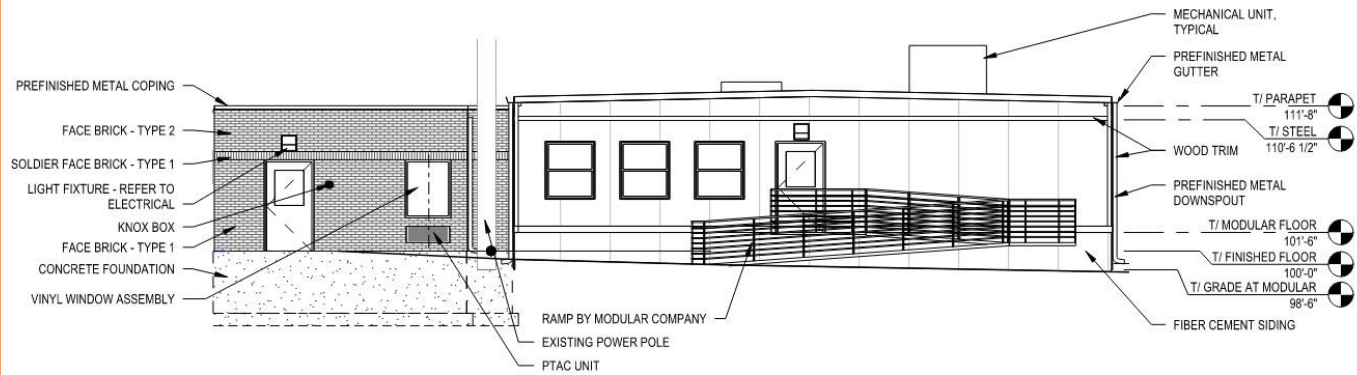


2 EXTERIOR NORTH ELEVATION - MODULAR  
1/8" = 1'-0"

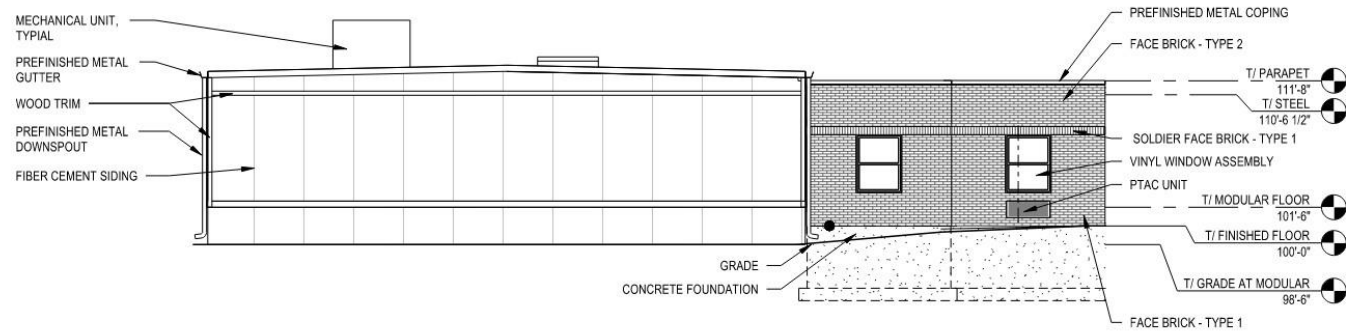


3 EXTERIOR NORTH ELEVATION - LINK  
1/8" = 1'-0"





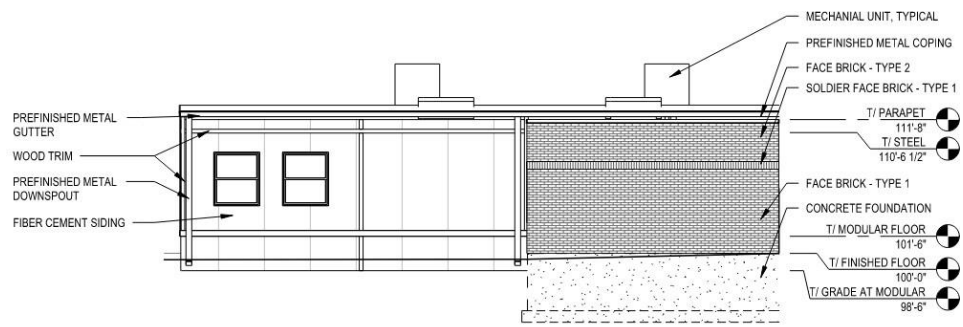
4 EXTERIOR EAST ELEVATION  
1/8" = 1'-0"



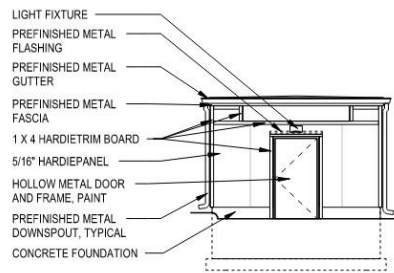
5 EXTERIOR WEST ELEVATION  
1/8" = 1'-0"



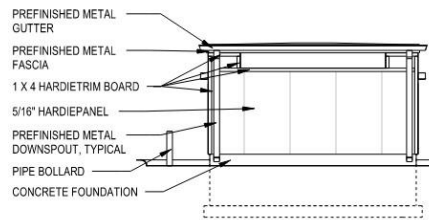




6 EXTERIOR SOUTH ELEVATION  
1/8" = 1'-0"



7 OXYGEN ENCLOSURE EAST ELEVATION  
1/8" = 1'-0"



8 OXYGEN ENCLOSURE EAST ELEVATION  
1/8" = 1'-0"



**EXHIBIT E**  
Findings of Fact

## CITY OF HARVEY PLAN COMMISSION

### FINDINGS OF FACT

PLANNED UNIT DEVELOPMENT (PUD)

CASE NO. 2021-03

To the Mayor and City Council of Harvey:

On March 25, 2021, the Harvey Plan Commission held a public hearing concerning a request for a Planned Unit Development according to the Harvey Zoning Ordinance. The requested Planned Development is summarized as follows:

Notice for this hearing was published in the *Daily Southtown*, a general circulation newspaper in the City of Harvey, Cook County, Illinois and appeared on March 10, 2021.

This request has been submitted by:

*Childrens Habilitation Center (CHC), Harvey IL (applicant)*

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who has requested it for the following reason(s):

*PUD application for a project located in the vicinity of 121 West 154th. The applicant is seeking approval of a PUD application to construct a modular addition adjacent to its existing facility.*

The following departments and/or committees presented reports concerning the requested Special Use Planned Development:

*The Economic Development Department prepared an oral Staff Report concerning the requested PUD application.*

Copies of the information presented by the applicant are available from and on file with the City of Harvey.

The following members of the public in attendance at the hearing made statements and/or offered their opinions concerning the requested Special Use Planned Development:

*NA – No public statements or testimony were received.*

After review of the application submitted by the petitioner and information presented at the public hearing, the Plan Commission makes the following findings of fact per Zoning Ordinance Section 16-56-070 have been addressed as follows:

A. Spacing - Adequate spacing must be provided between buildings and structures, giving consideration to their height, designs, location and siting; to the placement and extent of facing windows areas; and to intervening streets, land contours, topography and such other natural features as will assure privacy and amenity.

*The proposed addition maintains 10 foot setback on the north and 5 foot setbacks on the east and west sides of the property, per the MI District requirements. The proposed addition is sited to the north and intentionally positioned close to the alley and south of the neighboring property (to the north) to allow for a landscaped buffer between the residential property and the CHC facility.*

B. Buffers - If a planned unit development is appropriately related to a surrounding neighborhood and a buffer zone has been deemed necessary by the plan commission between the PUD and any adjacent residential use district, the buffered area must be maintained and be free of yards, parking structures and buildings. Recreation facilities must be landscaped, screened or protected by natural features so that adverse effects on surrounding properties are minimized.

*The proposed addition is sited behind the existing building. Further it will have landscaping on the north, west and east sides to create a buffer between the structure and adjacent properties. There will also be green space provided, adjacent to the addition, to create a more residential and harmonious appearance.*

C. Common open space - Any common open space included within the planned unit development (1) which is suitable for amenity, landscaping or recreation purposes must give consideration to the size, character and location of dwellings to be constructed within the planned unit development and (2) must be accessible and available to all occupants of the planned unit development. No area devoted to street parking or vehicular use may be considered as open space and may not be part of the area considered as a buffer zone. Additionally (3), common open space must be suitably improved for its intended use, but common open space containing natural features, worthy of preservation, may be left unimproved. The building structures and improvements which are to be constructed in common open space must be conservative and enhance the amenities of the common open space, having regard for its physical quality and character.

*The proposed project will include a walking path and green space on the east side of the building for residents and staff to use. Wherever possible, sustainable materials will be provided per the applicant.*

D. Internal streets - The internal street system must be safe and convenient; provide safe and adequate access to existing streets; and provide for an adequate system of internal circulation, giving consideration to the type and volume of traffic to be generated by the planned unit development. Unless otherwise approved by the plan commission, standards for streets required by the department of planning shall be used.

*Not applicable – Because of the limited size of the Project site, there are no internal streets at this proposed development.*

E. Parking - Off-street parking areas must provide safe and convenient access to streets, buildings and walkways and provide adequate space for egress and ingress of motor vehicles.

*12 off-street parking spaces will be provided, and 12 existing spaces will remain behind the existing building. The facility also leases the parking lot from the church across 154<sup>th</sup> Street, providing 40 additional spaces. CHC seeks one variance in terms of parking to reduce the maximum distance from the interior lot line (from 12 feet to 4 feet) to support the parking counts. The parking plan will comply with all other provisions of Chapter 16-72 of the City zoning code governing parking.*

F. Pedestrian access - Pedestrian access must be arranged so as to provide safe and convenient commutes to, from and within a planned unit development. Pedestrian access interconnected by a common pedestrian system must be accessible to residential dwelling units.

*Pedestrian access to the property is via city sidewalks to private sidewalks on 3 of 4 sides. On the 4<sup>th</sup> side (parking to the rear) is connected via private sidewalks. A new City sidewalk will be provided along the Lincoln Avenue lots 15, 16, 17 and 18 to connect the City sidewalk north to south.*

G. Landscaping - Trees, ground covers, streams, woodland and all other natural features must be preserved, so far as practicable. In addition, adequate landscaping areas must be provided appropriate to the planned unit development giving consideration to height, location, siting of buildings, type and configuration of materials used, and the maintenance they require. Suitable landscaping is required for all off street parking areas.

*There are no (existing) natural features to preserve on the north property. Even so, landscaping will be provided throughout the property and native plants will be used exclusively to enhance the greenspace.*

Finally, upon review of the attached preliminary plan, the applicant has satisfied the requirement for a preliminary plan setting forth the site, structure and densities of the proposed use.

Based on the above, the Plan Commission recommends that Planned Unit Development be (approved) **(approved as modified below)** (disapproved).

- *Approval of the PUD application is recommended, with specific allowances for designation of the entire project site as MI Medical Institutional*
- *Front Yard Setback Reduction - Reduction in the required MI District front yard setback from 15-feet to 8.37-feet;*
- *Parking Setback Reduction - Reduction in the required MI District parking setback from 12.5-feet to 4-feet; and*
- *Increase in Maximum Lot Coverage - Increase in the maximum lot coverage in the MI District from 35% to 44%.*

Antonia McBride dated February 3, 2021  
Chairman  
City of Harvey Plan Commission

I, Nicholas Greifer, City of Harvey Economic Development Department representative at the hearing, certify that I have compared this letter of findings and recommendation to the oral Staff Report submitted to the City of Harvey Plan Commission and that findings and recommendation of this letter are in agreement.

Nicholas Greifer dated April 13, 2021



## CITY OF HARVEY

## ZONING PUD APPLICATION

### PLAN COMMISSION

15320 Broadway Avenue  
Harvey, IL 60426  
Phone: 708-210-5300

### PART 1: INTRODUCTION

Please complete this Planned Unit Development (PUD) Application in its entirety and return to the City of Harvey. Please include a copy of a plat of survey along with the application. Upon submittal of a complete application, you will be invoiced for the application processing fee.

### PART 2: APPLICANT INFORMATION

Applicant	Name:	Berardo (Berry) DeSimone, Legat Architects
	Email:	<a href="mailto:bdesimone@legat.com">bdesimone@legat.com</a>
	Address/City:	2015 Spring Rd, Ste 175, Oak Brook, IL 60523-1811
	Phone Number(s):	(847) 269.3535
Owner of Record	Name:	Children's Habilitation Center "CHC", Pam Markle, CEO
	Email:	CEO@childhabcenter.com
	Address/City:	121 W. 154 <sup>th</sup> Street, Harvey, IL 60426
	Phone Number(s):	(708) 596-2200

### PART 3: PROPERTY INFORMATION

#### **PARCEL 1: Lots 15, 16, 17, 18, 29, 30. Land North and West of the Facility**

Street Address: 121 Lincoln, and 15335 Winchester, Harvey, IL  
Tax Parcel Number (PIN): 29-18-217-046-0000

#### Legal Description:

The South 12.50 feet of Lot 15, all of Lots 16, 17, 18, 29 and the South 12.50 feet of Lot 30 in Block 11 in Harvey residence subdivision in the West half of the Northeast quarter of Section 18, Township 36 North, Range 14 East of the third principal Meridian, in Cook County, Illinois

#### **PARCEL 2: Lots 19 to 28. CHC Facility**

Street Address: 121 W. 154<sup>th</sup> Street, Harvey, IL  
Tax Parcel Number (PIN): 29-18-217-045-0000

#### Legal Description:

Lots 19 to 28 in Block 11 in Harvey residence subdivision in the West half of the Northeast quarter of Section 18, Township 36 North, Range 14 East of the third principle Meridian, in Cook County, Illinois

#### **PARCEL 3: Vacated Alley**

Street Address: 121 Lincoln, Harvey, IL  
Tax Parcel Number (PIN): 29-18-217-044-0000

#### Legal Description:

That part of the vacated East and West 16 foot wide public alley in block 11 in Harvey residence subdivision in the West half of the Northeast quarter of Section 18, Township 36 North, Range 14 East of the third principle Meridian, lying East of the Southerly prolongation of the West line of Lot 18, in Cook County, Illinois



When did the owner  
acquire said property?

Parcel 1: 1983 & 2021; Parcel 2: 1960; Parcel 3: 1974

Is the applicant in the process  
of purchasing the property?

☐ Yes  
☒ No

If so, is the purchase/lease contingent  
on approval of the PUD?

☐ Yes  
☐ No

#### PART 4: ZONING DETAIL

What is the zoning classification of  
The subject property?

Parcel 1: **R-1**; Parcel 2: **MI**; Parcel 3: **MI**

Is your property presently conforming?

☐ Yes  
☒ No (non-conforming)

If the property is non-conforming, please explain:

Since 1971, when the building was constructed, the zoning regulations have changed and now the existing setback dimensions for the front yard of the original building do not meet the current requirements referenced in *Chapter 16-44-060* for the MI Medical Institutional District. The Owner is requesting a variance for the front yard setback dimension to be reduced from 15 feet to 8.37 feet. Additionally, the PUD is also requesting the following modifications to the zoning regulations:

1. Zoning Change/Map Amendment for Parcel 1: Rezone the parcel from R-1 to MI Medical Institutional District to allow for the addition to the existing medical facility; and,
2. Bulk Variance: Requesting a variance for the maximum lot coverage requirement of 35% increased to 44% to allow for the addition; and,
3. Setback Variance: Requesting a variance for the maximum distance from the interior lot line of 12 ½ feet reduced to 4 feet to allow for the required parking dimensions.

What is the surrounding zoning and land use?

	Zoning District	Land Use
North	R-1	Residential single-family dwellings
South	MI	Church (across 154 <sup>th</sup> Street)
East	MI	Multi-dwelling units
West	R-1	Residential single-family dwellings

What is the requested PUD and why? Please attach another sheet if necessary.

The purpose of this application is to request a PUD to construct a modular addition and connecting link to the existing extended care building to provide educational space for the children that reside in the facility. CHC is a medical facility that provides critical care and on-site education services for infants and children with complex medical needs. Currently, CHC is out of compliance with the rules and regulations for educational services mandated by the Illinois State Board of Education because the facility is providing those services in patient rooms. The modular addition will provide the classroom space needed to bring the facility into compliance. With patient rooms being used as classrooms and the facility turning away patients, the addition will allow for those for patient rooms to be used again for patients. This addition could lead to an increase in the number of residents that the facility serves which would require additional employees. Tax revenues paid to the City has the potential to increase as well.



## PART 5: STANDARDS FOR PUDs

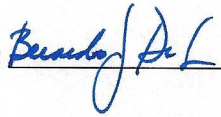
The ZBA may recommend approval of a PUD if (a) it is in compliance with the comprehensive plans of the city and (b) certain standards are met, as noted below. Accordingly, please describe in your own words how this request meets these standards. Attach additional pages and information as needed.

Standard	Evidence to Support Meeting Standard
<p>1. Spacing – Adequate spacing must be provided between buildings and structures, giving consideration to their height, designs, location and siting; to the placement and extent of facing windows areas; and to intervening streets, land contours, topography and such other natural features as will assure privacy and amenity.</p>	<p>The proposed single-story addition maintains a 10-foot setback on the north and 5-foot setbacks to the east and west sides of the property, per the MI District site and structure requirements. The proposed addition is sited to the north and purposely positioned close to the alley and south of the north property to allow for a landscape buffer between the residential property and the facility.</p>
<p>2. Buffers – If a planned unit development is appropriately related to a surrounding neighborhood and a buffer zone has been deemed necessary by the plan commission between the PUD and any adjacent residential use district, the buffered area must be maintained and be free of yards, parking structures and buildings. Recreation facilities must be landscaped, screened or protected by natural features so that adverse effects on surrounding properties are minimized.</p>	<p>The proposed addition is cited behind the existing building and will have landscaping on the north, east and west sides to buffer the building from adjacent properties. There will also be some green space provided adjacent to the addition to create a more residential feel.</p>
<p>3. Common open space – Any common open space included within the PUD which is suitable for amenity, landscaping or recreation purposes must:</p> <ul style="list-style-type: none"> <li>• give consideration to the size, character and location of dwellings to be constructed within the PUD</li> <li>• be accessible and available to all occupants of the planned unit development.</li> <li>• any building structures and improvements which are to be constructed in common open space must be conservative and enhance the amenities of the common open space</li> </ul>	<p>The proposed project will include a walking path and green space on the east side of the building for residents and staff to use. Wherever possible, sustainable materials will be provided. While the current zoning allows for a maximum of 35% lot coverage, this project does require 44% coverage to meet the requirements of the program.</p>
<p>4. Internal streets – The internal street system must be safe and convenient; provide safe and adequate access to existing streets; and provide for an adequate system of internal circulation, giving consideration to the type and volume of traffic to be generated by the planned unit development.</p>	<p>There are no internal streets included for this project.</p>

5. Off-street parking – Off-street parking areas must provide safe and convenient access to streets, buildings and walkways and provide adequate space for egress and ingress of motor vehicles.	12 off street parking spaces will be provided with easy access from the alley or Lincoln Avenue and 12 existing spaces will remain behind the existing building. The facility also leases the parking lot from the Church across 154th Street which provides 40 additional spaces. The off-street parking area will comply with all the requirements of Chapter 16-72 of the City of Harvey Zoning Code with one exception, the PUD is requesting a variance for the maximum distance from the interior lot line of 12 ½ feet reduced to 4 feet to allow for the required parking dimensions.
6. Pedestrian access – Pedestrian access must be arranged so as to provide safe and convenient routes to, from and within a PUD. Pedestrian access interconnected by a common pedestrian system must be accessible to residential dwelling units.	Pedestrian access to the property is connected from city sidewalks to private sidewalks on the east, south and west sides of the existing building. The rear parking and green areas are connected to the addition by private sidewalks. A new city sidewalk will be provided along the Lincoln Avenue lots 15, 16, 17, 18 to connect the city sidewalk north to south.
7. Landscaping – Trees, ground covers, streams, woodland and all other natural features must be preserved, so far as practicable. In addition, adequate landscaping areas must be provided appropriate to the planned unit development giving consideration to height, location, siting of buildings, type and configuration of materials used, and the maintenance they require. Suitable landscaping is required for all off street parking areas.	There are no natural features to preserve on the north property. However, landscaping will be provided throughout the property. Native plants to the area will used exclusively around the property to enhance the green space.

## PART 6: SIGNATURE

Any person who shall knowingly make or cause to be made, conspire, combine, aid, assist in, agree to, arrange for, or in any way procure the making of a false or fraudulent application affidavit, certificate or statement, shall be guilty of a misdemeanor as provided by statute by the State of Illinois.

Name of applicant: Berardo (Berry) DeSimone      Signature:       Date: 03/22/2021

Name of owner: Pam Markle, CEO      Signature: \_\_\_\_\_      Date: 03/22/2021