STATE OF ILLINOIS)
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COUNTY OF COOK)

## **CERTIFICATE**

I, Jennifer Rampke, the duly authorized, qualified and Executive Secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a Resolution adopted by the Community Development Commission of the City of Chicago at a Regular Meeting held on the 13<sup>th</sup> Day of November 2007 with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said Resolution.

Dated this 13<sup>th</sup> Day of November 2007

EXECUTIVE SECRETARY

Jennifer Rampke

# COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO

RESOLUTION NO. 07 - CDC - 95

# AUTHORIZATION TO NEGOTIATE A REDEVELOPMENT AGREEMENT WITH THE WOMEN'S TREATMENT CENTER AND

# RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF CHICAGO FOR THE DESIGNATION OF THE WOMEN'S TREATMENT CENTER AS DEVELOPER

WHEREAS, the Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council (the City Council referred to herein collectively with the Mayor as the "Corporate Authorities") as codified in Section 2-124 of the City's Municipal Code; and

WHEREAS, the Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.), (as amended from time to time, the "Act"); and

WHEREAS, the City Council, upon the Commission's recommendation pursuant to Resolution 99-CDC-255 and pursuant to the Act, enacted three ordinances on October 26, 1999 pursuant to which the City approved and adopted a certain redevelopment plan and project (the "Plan") for the Central West Redevelopment Project Area (the "Area"), designated the Area as a redevelopment project area and adopted tax increment allocation financing for the Area. The street boundaries of the Area are described on Exhibit A hereto; and

WHEREAS, The Women's Treatment Center (the "Developer"), has presented to the City's Department of Planning and Development ("DPD") a proposal for redevelopment of the Area or a portion thereof that is in compliance with the Plan, consisting of the construction of an institutional facility (the "Project'); and

WHEREAS, DPD requests that the Commission recommend to City Council that the Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver a redevelopment agreement with the Developer for the Project; now, therefore,

## BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF CHICAGO:

Section 1. The above recitals are incorporated herein and made a part hereof.

- Section 2. The Commission hereby recommends to City Council that the Developer be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on the City's behalf a redevelopment agreement with the Developer for the Project.
- Section 3. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.
- Section 4. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.
- Section 5. This resolution shall be effective as of the date of its adoption.
- Section 6. A certified copy of this resolution shall be transmitted to the City Council.

ADOPTED November 132007

Attachment: Exhibit A, Street Boundary Description

## EXHIBIT A

Street Boundary Description of the Central West Tax Increment Financing Redevelopment Project Area

The Area is generally bounded by W. Madison and W. Lake Sts. on the north, S. Peoria St. and N. Ogden Ave. on the east, W. Van Buren St. on the south, and Western Ave. on the west.

## City of Chicago Department of Planning and Development

# STAFF REPORT TO THE COMMUNITY DEVELOPMENT COMMISSION REQUESTING DEVELOPER DESIGNATION

November 13, 2007

## I. PROJECT IDENTIFICATION AND OVERVIEW

Project Name:

The Women's Treatment Center

**Applicant Name:** 

The Women's Treatment Center

Project Address:

140 N. Ashland Ave.

Ward and Alderman:

27<sup>th</sup> Ward – Ald. Walter Burnett

Community Area:

Near West Side (28)

Redevelopment Project Area:

Central West

Requested Action:

TIF Developer Designation

**Proposed Project:** 

Rehabilitation, repair, and remodeling of an existing facility. Project consists of exterior façade and masonry restoration, elevator upgrades, HVAC repair and upgrades, roof replacement, and interior

lobby improvements and repairs.

TIF Assistance:

\$1,000,000

## **II. PROPERTY DESCRIPTION**

Address:

140 N. Ashland Ave.

Location:

Southwest corner of N. Ashland Ave. and W. Lake

St.

Tax Parcel Numbers:

17-07-420-031 and 17-07-420-034

Land Area:

Approximately 39,375 sq. ft. (.9 acres)

Current Use:

The 104,913 sq. ft. 5-story building was constructed

around 1920, with a two-story addition built in

1975. The building has masonry exterior walls on the five-story portion and an insulated panel curtain wall system on the two-story portion. The floors of the structure are 4"- 5" thick concrete floor slabs on concrete or steel beams and metal decking on steel joists. There are four elevators, five stairways and a dock with a hydraulic lift. It is not a landmark structure.

Current Zoning:

R-5 General Residence District (Special Use)

**Environmental Condition:** 

An environmental assessment of the structure is currently being performed. A full assessment had previously been completed and no significant issues were discovered at that time. No substantial construction has taken place on the facility since that time, and it is not anticipated that there will be any newly discovered environmental issues requiring attention.

## III. BACKGROUND

The Women's Treatment Center (TWTC) purchased the subject building in 1990 through a Department of Housing and Urban Development (HUD) auction. Previous to its ownership, the facility had been occupied by The Mary Thompson Hospital for Women, which provided health care services to low-income women and children. TWTC was created by the State of Illinois in 1990 and is a not-for-profit, 501(c)(3) organization.

TWTC provides women suffering from substance abuse with a continuum of care, teaching them recovery tools and parenting skills in order to maintain a sober lifestyle as they rebuild their lives and futures while mending their family bonds. TWTC is one of the few substance abuse programs that can provide residential accommodations for the children of program participants so that the mother and child can remain together during the treatment process. In 2006, TWTC served 1,424 women and 301 children. The large majority of its clients are from the City of Chicago. TWTC is located directly across the street from Union Park and is well-served by the adjacent CTA Green Line station as well as numerous bus routes.

TWTC currently offers residential treatment for pregnant women and mothers with young children aged 0-5 years old, outpatient programming, a medical detoxification unit, as well as two Recovery Homes for women with children. The facility includes a fully licensed infant-toddler daycare, a special pre-kindergarten program staffed by the Chicago Board of Education that can accommodate 16 children; and Nana's Crisis Nursery, which provides 24-hour care to children whose mothers are in crisis. The parenting program seeks to strengthen and improve the parenting skills and family relations of the women in recovery from substance abuse, which is a population known to

be high-risk parents. The Parents and Children Together [PACT] Program provides support to children of incarcerated mothers through videoconferencing, support groups and case management.

This property has not been the subject of a previous CDC action and to date has received minimal City funding for their services.

## IV. PROPOSED DEVELOPMENT TEAM

Development Entity: TWTC is a not-for-profit, 501(c)(3) organization. Its operations are overseen by a 14-member Board of Directors and Executive Director Jewell Oates, who has been the director of the facility since 1991.

BHS Consulting Corp. is the lead construction management consultant, assisted by TIF consultants Johnson Research Group Inc. and architecture firms Cubellis and Youngman and Co. Neal and Leroy LLC will provide legal representation. Contact and background information is listed below for each of these entities.

#### Consultants:

Architects/Interior Design: Cubellis

104 S. Michigan Ave., Suite 200, Chicago IL 60603

www.cubellis.com

Past Projects: Streeterville Courtyard by Marriott, Canalside Commons, Middletown

Square

Youngman and Co. Inc.

11 S. LaSalle St., Suite 2710, Chicago IL 60603

www.yciarch.com

Past Projects: Children's Medical Center, Loyola University Medical Center, Northwestern Memorial Hospital

Project Management: BHS Consulting Corp. 1301 W. 22<sup>nd</sup> St., Suite 800, Oak Brook IL 60523

www.bhsconsulting.com

Past Projects: Caritas Inc., Breaking Free Inc., Interventions

TIF Consultant: Johnson Research Group, Inc.

343 S. Dearborn St., Suite 404, Chicago IL 60604

Past Projects: Black Ensemble Theatre, Residences of Ravenswood, Hispanic Housing Development Corp.

Attorney: Neal and Leroy, LLC - Langdon Neal 203 N. LaSalle St., Suite 2300, Chicago IL 60601

www.nealandleroy.com

Past Experience: The firm's practice is focused primarily in the areas of eminent domain/condemnation, labor & employment, litigation, public finance and project finance, real estate and real estate finance, zoning, development and land use, business reorganization and bankruptcy and construction law.

#### V. PROPOSED PROJECT

**Project Overview**: The total development consists of the rehabilitation, repair, and remodeling of TWTC's existing facility. The rehabilitation program consists of exterior façade and masonry restoration, elevator upgrades, HVAC repair and upgrades, roof replacement, and interior lobby improvements and repairs. These improvements and upgrades address several safety and compliance issues. Furthermore, the development program for TWTC will not only secure the safety and physical maintenance of the 104,913 sq. ft. structure, but will provide operational and service performance and enhancement for the program clients and their families.

Exterior façade masonry will be removed as necessary and either repaired or replaced. The roof will be replaced, requiring demolition and removal of the existing roofing material. Interior improvements such as the lobby improvements, elevator, and HVAC repairs will require some demolition and repair/replacement activities on an as needed basis.

The building is situated on the easternmost section of the site, fronting W. Lake St., N. Ashland Ave. and W. Maypole Ave. Parking lot access is provided from the north off W. Lake St. and from the south off W. Maypole Ave. The facility provides 42 off-street parking spaces for visitors and staff.

A site plan, floor plans and elevation are provided as exhibits to this report.

**Environmental Features:** The following green/sustainable items will be included for this project:

- Energy Star certified roof (On 100% of 5-story portion of building, 3-story addition and courtyard roofs are not included in TIF application)
- Low VOC carpets and paints
- High Efficiency HVAC system
- Motion sensors on all room lights
- Programmable thermostats

In the future TWTC has committed to applying for a thermal grant from the Department of Energy and attempting to place a green roof on the 3-story addition and courtyard roofs. The project is exempt from the department's environmental policy/matrix as a non-profit institutional use providing no permanent residential units or commercial space.

## VI. FINANCIAL STRUCTURE

The City intends to enter into a TIF Redevelopment Agreement with The Women's Treatment Center, and as a not-for-profit entity, they are real estate tax exempt. The majority of TWTC's revenue is derived from various government funds, with a smaller portion coming from individual donations, and office rent. With the competition and shortages of government funding sources, TWTC truly needs this TIF assistance to cover its funding gap. TWTC is receiving a \$1M loan from a not-for-profit entity called Caritas, a charity involved in substance abuse rehabilitation. TWTC is also receiving \$1,366,459 in the form of a line of credit from Old Second National Bank.

The City intends to negotiate a redevelopment agreement with TWTC for up to a maximum amount of \$1,000,000 in tax increment financing assistance, or approximately 29.7% of total development costs, which is currently estimated to be \$3,366,459. The City's TIF financial assistance is to be repaid from the increment generated from the entire Central West Tax Increment Financing District. DPD will make one lump sum payment of \$1,000,000 at Certification of Completion, for TIF-eligible prior expenditures. The \$1,000,000 in TIF assistance will be front funded through a combination of a private bank line of credit and TWTC financial reserves. The high percentage of TIF assistance is compensated by the substantial public benefit that TWTC provides to the women and children of our communities. 'But for' the TIF assistance, the project could not occur.

The following table identifies the sources and uses of funds.

#### Sources and Uses of Funds

Amount	% of total
\$1,000,000	29.7%
\$2,000,000	59.4%
	10.9%
\$3,366,459	100%
\$1,000,000	
Amount	\$/sf of Building*
\$2,697,750	\$22.03psf
,	
\$239,272	\$1.95psf
\$245,000	\$2.02psf
\$15,000	\$0.13 psf
\$169,437	\$1.38 psf
\$668,706	\$5.46 psf
	\$1,000,000 \$2,000,000 \$366,459 \$3,366,459 \$1,000,000 Amount \$2,697,750 \$239,272 \$245,000 \$15,000

<sup>\*</sup>Gross building area is 122,485 square feet

## VII. PUBLIC BENEFITS

The proposed project will provide the following public benefits: **Environmental Features:** The project will incorporate the following sustainable features:

- Energy Star certified roof (On 100% of 5-story portion of building, 3-story addition and courtyard roofs are not included in TIF application)
- Low VOC carpets and paints
- High Efficiency HVAC system
- Motion sensors on all room lights
- Programmable thermostats

Construction Jobs: The project will produce 20 temporary construction jobs.

Affirmative Action: The developer will comply with the requirements of Chicago's affirmative action ordinance, which requires contract participation of 24% by minority-owned business enterprises (MBEs) and 4% by woman-owned business enterprises (WBEs). The developer has provided notification of the proposed project, by certified mail, to several associations of minority and women contractors. A sample version of the letter and copies of the post office receipts for the certified letters are presented as exhibits to this report.

City Residency: The developer will comply with the requirements of Chicago's city residency ordinance, which requires that at least half of all construction-worker hours be filled by Chicago residents. The developer will also comply with the requirement that all construction jobs are paid the prevailing wage.

## VIII. COMMUNITY SUPPORT

27<sup>th</sup> Ward Alderman Walter Burnett endorses the project and has provided a letter of support (see exhibits for copy). The following organization has endorsed the project: First Baptist Congregational Church. (See exhibits for copies of support letters).

## IX. CONFORMANCE WITH REDEVELOPMENT AREA PLAN

The proposed project is located in the Central West Tax Increment Financing Redevelopment Project Area. The proposed project will satisfy the following goals of the area's redevelopment plan:

- Facilitate the preservation and/or rehabilitation of residential, commercial, industrial, and architecturally or historically significant buildings and encourage the adaptive reuse of vacant, underutilized and obsolete buildings
- Support and complement the goals and objectives of other underlying redevelopment plans and planning studies

Support job training programs and increase employment opportunities for area residents

The implementation strategy for achieving the plan's goals envisions the need to provide TIF financial assistance for the development of institutional facilities. The proposed project also conforms to the plan's land use map, which calls for residential development at the subject site.

## X. CONDITIONS OF ASSISTANCE

If the proposed resolution is approved by the CDC, DPD will negotiate a redevelopment agreement with the developer. The redevelopment agreement will incorporate the parameters of the proposed project as described in this staff report.

It is DPD policy that no business will be conducted with a development entity whose any principal has outstanding municipal debts (such as unpaid parking tickets, unpaid water bills, unpaid business licenses, and others), is in arrears of child support payments, or who is a debtor in bankruptcy, a defendant in a legal action for deficient performance, a respondent in an administrative action for deficient performance, or a defendant in any criminal action. Before today's action is presented to the City Council for approval, the department will conduct a thorough background check of the TWTC board of directors and trustees. Similar background checks will be conducted on the development entity itself.

Closing of the redevelopment agreement will not occur before the City Council has approved the agreement, the developer has obtained all necessary City approvals including zoning and building permits, and the developer has presented proof of financing. The redevelopment agreement will include a development timetable.

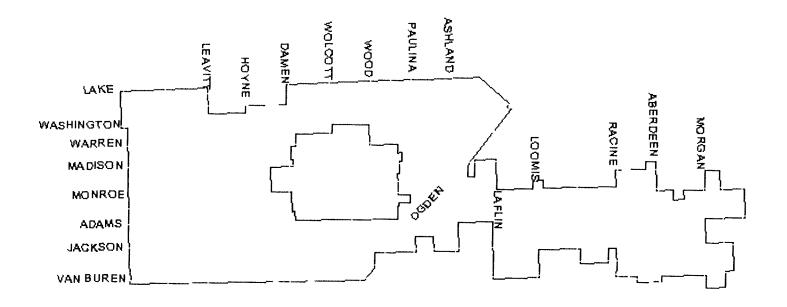
## XI. RECOMMENDATION

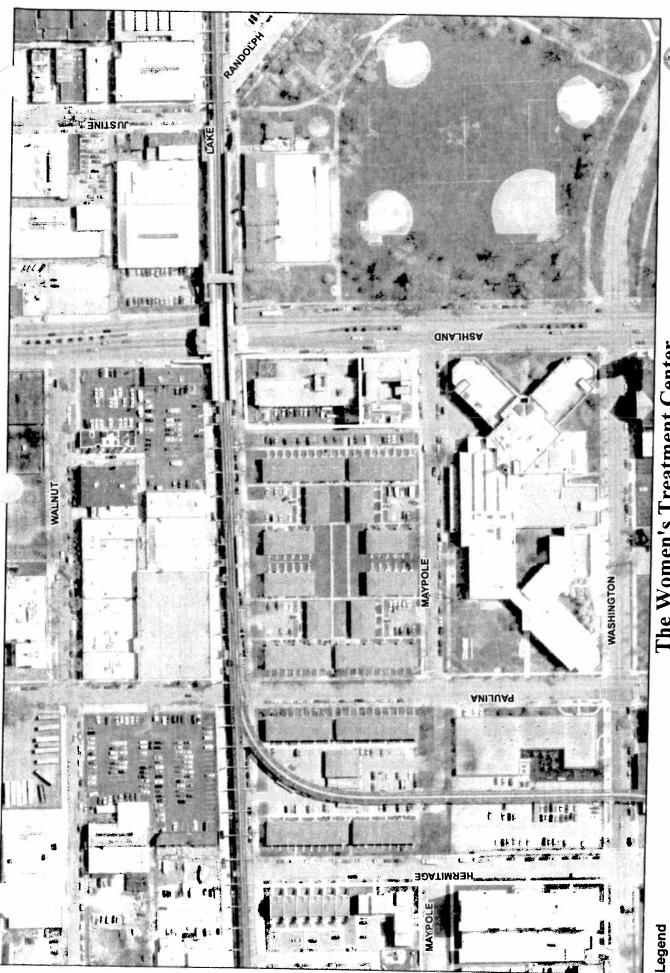
The Department of Planning and Development has thoroughly reviewed the proposed project, the qualifications of the development team, the financial structure of the project, its need for public assistance, its public benefits, and the project's conformance with the redevelopment area plan, and DPD recommends that the CDC recommend to the City Council the designation of The Women's Treatment Center as Developer for the development of an institutional facility at 140 N. Ashland Ave.

## **EXHIBITS**

Redevelopment Area Map
Neighborhood Map or Aerial
Survey or Plat
Site Plan
Front Elevation/Photo
Sample M/WBE Letter
Copies of M/WBE Certified Letter Receipts
Lender's Letter of Interest
Community Letter of Support
Alderman's Letter of Support
CDC Resolution

# CENTRAL WEST TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA



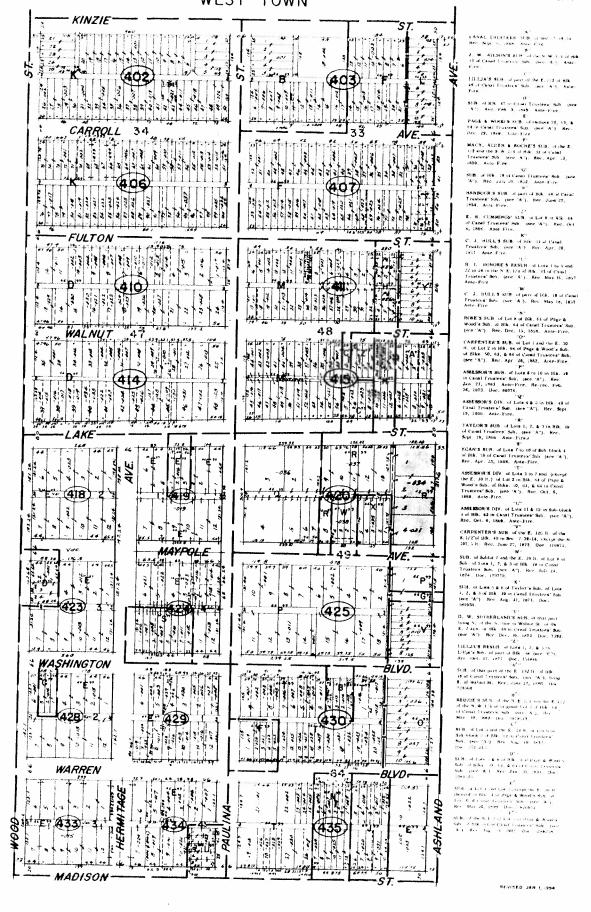


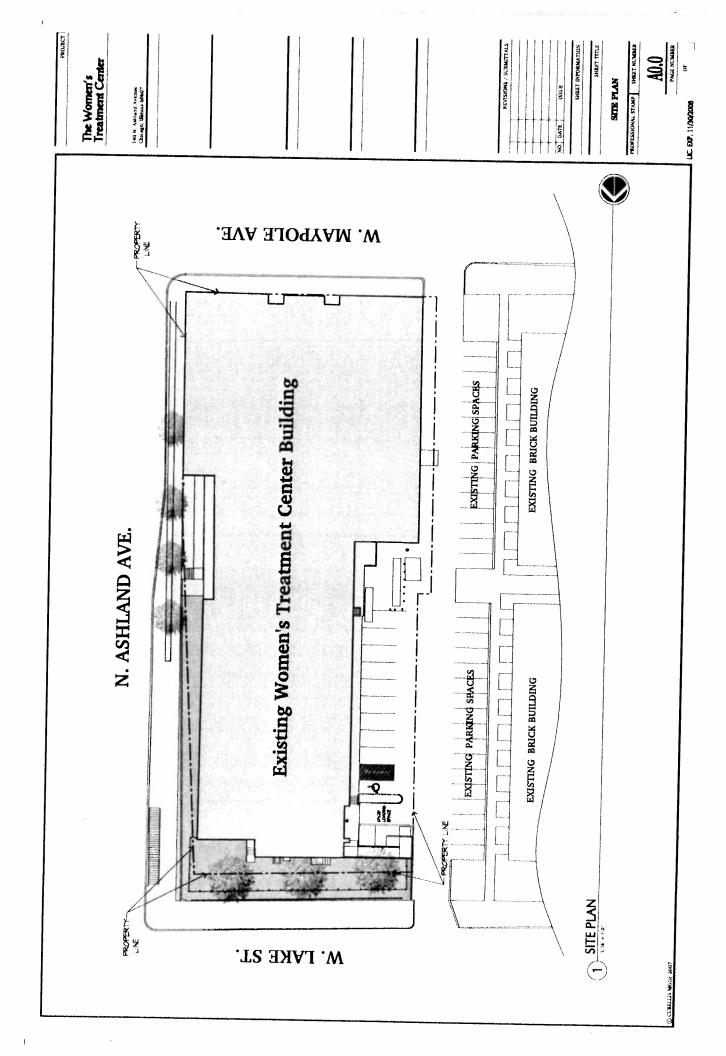
The Women's Treatment Center 140 N Ashland Ave.

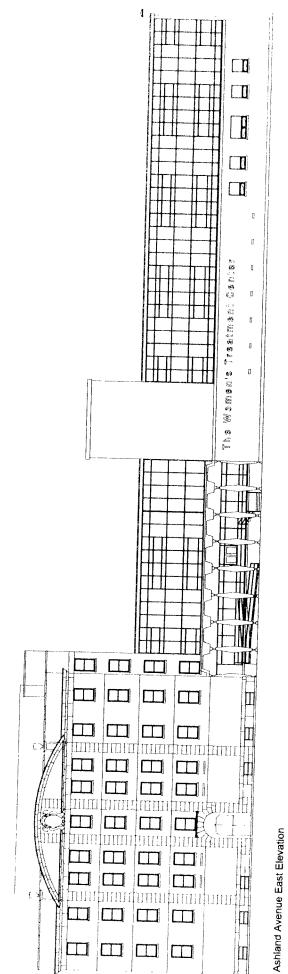
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TWTC

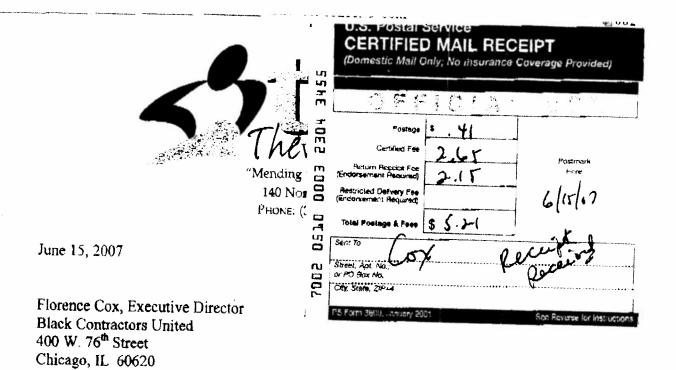
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RE: The Women's Treatment Center, 140 N. Ashland Avenue, Chicago, IL

Dear Ms. Cox:

This is to notify you that we are planning the rehabilitation of the referenced property with new exterior and interior work. The project will include heating, cooling, and ventilation upgrades; roof replacement; and lighting and interior entrance repairs. The project budget is just over \$3,300,000, of which approximately \$1,400,000 will be subject to 24% MBE and 4% WBE participation. It is anticipated that plans will be issued for bid in the fall of 2007 and construction will begin in January 2008. The project is estimated to take approximately 15 months to complete. The developer of the property is The Women's Treatment Center, and the construction project manager is BHS Consulting Corp.

Upon request, we will provide you with a set of bid documents as soon as they are complete. In addition, we would like to schedule a preliminary meeting with you to discuss the project and participation of your members.

In the meantime, if you need any other information please contact Anita Flores, TWTC's Development Director, at (312) 633-4366.

Sincerely,

Angela Vasandani

cela Vasarolani

Project Manager

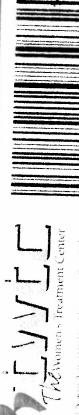
ce: Robert Kunze, Chicago Department of Planning and Development Anita Flores, TWTC

The Women's Inament Center





Successful Independent Network Association Diane Jones, Prosident



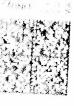


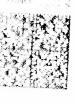
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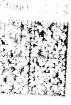
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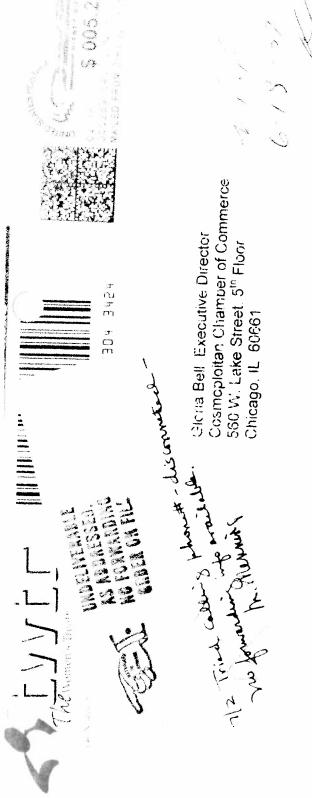












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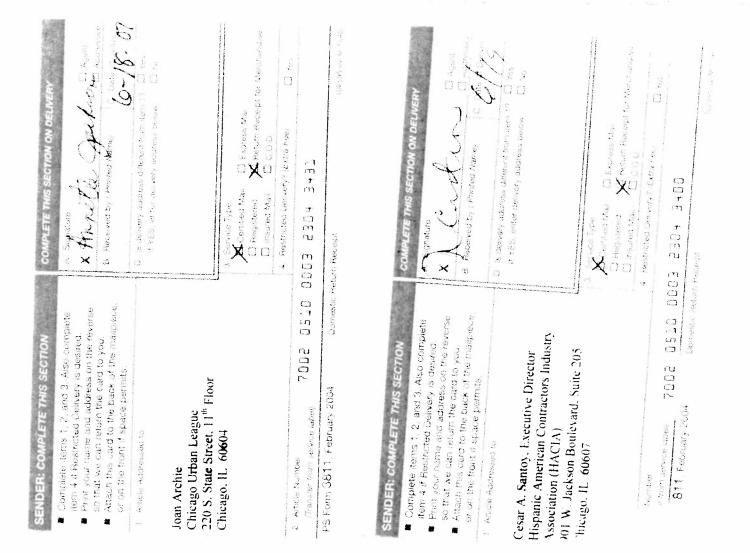




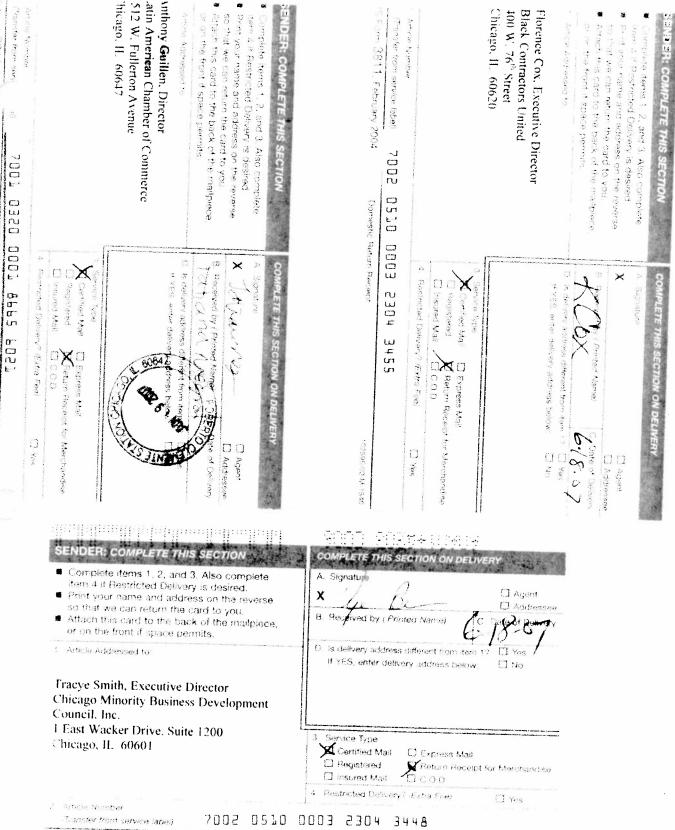


Illinois Association of Minority Contractors 1643 East 71st Street Chicago, It 60649

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<ul> <li>Complete items 1-2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Affach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature A  X		
Beth Doria, Executive Director Federation of Women Contractors 5650 S. Archer Avenue Chicago, H. 60661	S. delivery address different from item 17		
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333 N. Ogden Avenue SENDER: COMPLETE THIS SECTION Chicago, IL 60607 Association of Asian Construction Enterprises Perry Nakachi, President DS Form 3811, February 2004 Chicago, IL 60602 33 N. LaSalle Street. Suite 1720 Illinois Hispanic Chamber of Commerce Juan Ochoa, President & CEO Marine State of the same in the state of the second section is a second section in June this card to the back of the mailplece 19 3811 Sehriam 2004 or on the foot if space permits SENDER: COMPLETE THIS SECTION thint your name and address on the reverse tem 1.1 Apstricted Deliver, is desired S. A. or piete tems 1. 2. and 3. Also complete other we can return the card to you Complete Interes 1, 2, and 3, 4/90 complete. Furniting Pastricted Delivery is desired. THE MENTER AND A STATE and the care with the care to you TOUT TRIME AND ADDIESS ON the reverse Secure 6 2035 , 4 00 000 7002 0130 Organic Bapter stance; Comment & But I'm Chench hT09 5999 T000 D2E0 E000 Exstraction Delicans From Fire A Reserve and John Young? All Reports Clims used Mad 12 X " VES lenter delicion, address pelow S Chicar address Service Type

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930 E. 50 <sup>th</sup> Street Chicago, IL 60615	3. Service Type  **Certified Mail   D Express Mail     CI Registered   Petorn Receipt for Morchandise     CI Insured Mail   CI C.O.D.			
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# PROMISSORY NOTE CREDIT LINE

\$1,000,000.00

Dated: April 30, 2007

The Undersigned, for value received, promises to pay to the order of CARITAS, an Illinois not for profit corporation located at 600 Hunter Dr., Ste. 200, Oak Brook, Illinois 60523 (hereinafter called the "HOLDER"), the sums advanced under this Promissory Note, but in no event in excess of ONE MILLION and 00/100THS (\$1,000,000.00) DOLLARS. Amounts advanced shall bear interest at a per annum rate of 6.5%. Interest will accrue on the day the sums are advanced and continue until the outstanding balance on such advance is paid in full. The undersigned will pay monthly payments of interest only until January 1, 2010 after which the outstanding principal will amortize over a thirty (30) month period. Monthly payments of principal and interest shall then be due. Payments shall be due on the first day of each month, in arrears. In the event any payment is received after the 15th day after its due date, a late penalty payment of 5% of the payment due shall be assessed.

In the event of the non-payment, when due, of any amount payable hereunder, or if any statement, representation or warranty in any application for the loan evidenced hereby, or in any supporting document, is untrue in any material respect as of the date made, (1) this Note may, at the option of the HOLDER, and without demand or notice of any kind, be declared, and thereupon immediately shall become, due and payable and (2) the undersigned shall agree to pay all expenses of the Holder of the collection of this Note, including reasonable attorneys' fees and legal expenses and all attorneys' fees and court costs incurred by the HOLDER defending itself against a suit, counterclaim or other legal action brought by the undersigned in respect of this credit line.

The failure of the HOLDER to exercise the option for acceleration of maturity following any default as aforesaid or to exercise any other option granted by the Undersigned hereunder in any one or more instances, or the acceptance by the HOLDER of partial payments hereunder shall not constitute a waiver of any such default, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by HOLDER, may, at the option of the HOLDER, be rescinded by written acknowledgment to that effect by the HOLDER, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

The Undersigned hereby waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agrees that the HOLDER may from time to time extend or renew this Note for any period (whether or not longer than the original period of this Note) and grants any releases, compromises or indulgences with respect to this Note or any extension or renewal thereof or any security therefor or to any party liable thereunder or hereunder, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder.

The undersigned hereby waives trial by jury in any litigation in any court with respect to, in connection with, or arising out of this Note or any instrument or document delivered pursuant to this Note, or the validity, protection, interpretation, collection, or enforcement thereof, or any

other claim or dispute whatsoever arising between the undersigned and the HOLDER in respect

To further secure payment hereof, the undersigned irrevocably authorizes any attorney of any court of record to appear for the undersigned, in term time or vacation, at any time from time to time after payment is due, whether by acceleration or otherwise, and confess a joint or several judgment, without process, in favor of the HOLDER against the Undersigned for such amount as may be unpaid hereunder, together with costs of such proceeding and attorneys' fees, and waives and releases all errors which may intervene in any such proceeding and consents to immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by

If this Note is not dated when executed by the undersigned, the HOLDER is authorized, without notice to the undersigned, to date this Note.

This Note has been delivered at Oak Brook, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

THE WOMEN'S TREATMENT C

Illinois Not For Profit Corporation, by the

Chairperson of its Board of Directors,

Andrea S. Kramer

AGREED AND ACCEPTED

The Holder agrees to advance funds under this credit line to The Women's Treatment Center as requested from time

to time through January 1, 2010.

an CARITAS, an Illinois Not For Profit

Corporation, by its Executive Director

### BORROWER NAME AND ADDRESS

The Women's Treatment Center 140 N Ashlund Ave Chirage II 40607-1302

## LENDER NAME AND ADDRESS

LOAN DESCRIPTION

\_\_\_ (Seal)

Date

D SECOND NATIONAL BANK	Number 27327
SOUTH RIVER STREET	Amount \$ \$2,700,000
RIRA, II 60%06-4175	And the second of the second o
	Date

140 N Ashland Ave	OLD SECOND NAT	TCNAL BANK		1010
Gpr.435 II 8080U-1300	SOUTH RIVER	STREET	Number	27327 32,200,000.00
	AURIRA, II 60%	06-4172	Date	11 17 06
_				
Refer to the attached Signature Addendism, incom	perated herein, for additional Borrowe	ers and their signatures		
	COMMERCIAL PROMIS	SORY NOTE		
ATE. The date of this Promissory Note (Note) is	November 17, 2006			Marian and Marian State of the
THE PARTY OF THE P	sytthed by the Commencial Lase Asim			11 17/06
apprended An demanding	OUL COUNTY ID IDE 1 Commetcual Loan to			xecution of this Note. Borrow
rpresents that Borrower has reviewed and is in compilar ROMISE TO PAY. For value received, Borrower pr	ance with all Loan Documents and the	Commercial Loan Agr	cement	
	Principa  Principa  Principa	er, at Lender's address	. <b>K. 5</b> 2,666, 3	00.00 (Principal)
Single Advance. Borrower will receive all of the	ns Principal in one advance. No addition	onal advances are cont	emplated under the N	ota.
Borrower will receive \$ - DC and future NTEREST. Borrower agrees to pay interest on the out	e advances are contemplated. The cor	nditions for future adv	ances are stated in the	Commercial Loan Agreement
X Variable Pare	Thirty at Galance of this Note	at the rate of	percent per year	unuithe rate change
The interest rate is .50 rublished in the Wall Street	1 Below the highest	Prime Rate	of interest .	4.5
to maturity or default, shall higher than N/A %. The and may change as often as a	I FOR INTERPARE PARA L			r
and may change as often as d	laily.	ane day that	PRIME change	es
1	•			
X n				
Post Maturity/Default Interest. Borrower agree the post maturity rate will b	es to pay interest on the unpaid balance	of this Note owing af	ter 15 days p	east maturity
ATURITY/DEMAND. This Note is *See Pay	ment Schedule Below			
YMENT. Borrower agrees to pay this Note as follow	/S:			
In 24 payments of interest				
In 24 payments of interest of The final payment of the ent	only due Monthly	Beginning	December 08,	2006
wall be due at maturity - De	cember 08 2008	Principal an	d Interest	
1	2000			
				1
Notwithstanding anything to	- h			
Notwithstanding anything to the make on this note will first unpaid principal, then any and fees or charges, and finally principal.	reduce any accrued by	d herein, eac ut unpaid int	h payment I erest, then	
fees or charges, and finally principal.	any amounts owed that	row account, are neither	then late	r
ACCRUAL METHOD: Interest will	be calculated on a	Notice 1 300	x ,	
Principal and interest, then to interest that is due as	. Each payment Borrower makes on	this Note will be app.	lied first to any charge	es Borrower owes other than
		will depend upon Borro	r agree to a different iwer's payment record	application of payments, that
E OF PROCEEDS: SHORT TERM WORK	CING CAPITAL			
AIVERS AND CONSENT BOSTOWER WAR				
AIVERS AND CONSENT. Borrower waives protest,	presentment for payment, demand and	notices of acceleration	n, intent to accelerate	, and dishonor (if allowed by
ADDITIONAL TERMS. refinancing or	any funds that must	his note not be repaid, re		ugh borrowing,
Don't Divide Fund	bebtor, or collatera	I used to se	egardless of Cure such fur inder this no	nds (hereinafter
using borrowed total principa			refinance	
providion chal	+ survive payment and	Or cancella	For of the	note.
	/ <b>\%</b>	~ ¥	W W	' <del>-</del> >,
CONFESSION OF JUDGMENT. If Borrow judgment against Borrower in favor of Lende	er defaults, Borrower authorize	es any attorney to		t of record and conform
judgment against Borrower in favor of Lendincluding collection costs and reasonable attor	er. The confession of judgment in	may be without pro	cess and for any	amount due on this Note
GNATURES. By signing under seal, Borrower agrees to				
PROWER:		tower also acknowledg	tes receipt of a copy o	f this Note.
THE WEST				
Women's Treatment tenter				
ITY NAME	O 1 and alal	ame /	- Water Control for the second	The state of the s
MANONUE MAIM	THE STATE OF THE S	W /		1-1.1.
MONEA KEANER CHATEBERONE	Date Signature			Date (Scal)
MANUAL CALIFORNIA	L WILLAG DENNIS	KYBARCZYK,	AGENT	DAIC
A CONTRACT PRIMARY	(Scal)	· · · · · · · · · · · · · · · · · · ·		
EWELL CATES, PRESIDENT	Date Signature			Date
DER: OLD SECOND NATIONAL BANK				
Vage	1 (All All All All All All All All All Al			

Signature JAMES L ECCHER Date Signature
PRESIDENT
COMMEDIAL PROMISSORY NOTE ILLINOIS (not to be used for FNMA, FHLMC, FHA or VA or for consumer loans)

## DEBTOR NAME AND ADDRESS LENDER NAME AND ADDRESS LOAN DESCRIPTION Womens Treatment Center OLD SECOND NATIONAL BANK 140 N Ashland Ave 37 SOUTH RIVER STREET Number Chicago IL 60607-1202 AURORA, IL 60506-4170 Amount 5 2, 200, 306 00 Date 11, 17, 06 Refer to the attached Signature Addendum, incorporated herein, for additional Debtors and their signatures COMMERCIAL SECURITY AGREEMENT This Commercial Security Agreement (Security Agreement) is an Addendum to a Commercial Loan Agreement, dated perween The Women's Treatment Center Debtor are not the same. Debtor means the owner of the Property subject to this Security Agreement and Borrower means the obligor on the Loan Agreement. SECURED DEBTS. This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications, and (1) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of the Loan Agreement or this Security Agreement (2) Specific Debts. Debts created by the following instruments or agreements fineliale items such as borrowers' names, note amounts, interest rates, maturity dates, etc. (3) All Debts. Notice. The Property may also serve as collateral for future advances. All present and future debts from Borrower to Lender, even if this Security Agreement is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs the Loan Agreement as Borrower, Debtor agrees that this Security Agreement will secure debts incurred by any Borrower either individually or with others who may not sign the Loan Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing pursuant to the terms of the Loan Agreement. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Lender a security interest in all of the Property described in this Security Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. Proceeds' includes anything acquired upon the sale, least, the security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Lender is no longer obligated to advance funds to Debtor or Roomwer. PROPERTY DESCRIPTION. The Property is described as follows: Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor. Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Lender, but such a list is not necessary to create a valid security interest in all of Debtor's equipment. Instruments and Chattel Paper: All instruments, including negonable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper. Ceneral Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name. Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts. Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations. North Dakota only - This Security Agreement covers crops now growing. This Security Agreement also covers future crops to be grown in the current year or any year hereafter. Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program. Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets. Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts. Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description): USE OF PROPERTY. The Property will be used for $\square$ personal $\boxtimes$ business $\square$ agricultural $\square$ purposes

ADDITIONAL TERMS: include additional Security Agreement terms and cor	itraci requirements),
Debtor Type: Individual Partnership St Corporation I	State of Registration if applicable) ILLINOIS  inditions beginning on page 1 through the bottom of page 2 of this Agreement
rectify to a copy of this Security Agreement.	numbers beginning on page 1 through the bottom of page 2 of this Agreement
DEBTOR: Women's Treatment Center	
Signatur (NOREA KRAMEN) CHAIRPERSON (Gate Seal)	Entity Name
Signature JEWELL DATES, PRESIDENT Date (Seal)	Signature CHANNAS RYBARCZYK, ACENT Date Signature (Seal)
LENDER: OLL SECOND NATIONAL BANK	Signature Date
Entry Name (Sea)	
Signature JAMES L ECCHER Date PRESIDENT Date	Signature Date Seal)
COMMERCIAL SECURITY AGREEMENT to be used with Form COMM-AGREE	NOT TO BE USED AND AND AND AND AND AND AND AND AND AN

NORMAN WILLIS
Chairman of Deacon Members

a Designated National Distoric Landmark First Baptist Congregational Church IDA VINSON Unach Societae

THOMAS MARKS
Chairman of Trastee Ministry

1613 W. Washington Blvd. \* Chicago, IL 60612 (312) 243-8047 \* Fax (312) 243-9789 Email: office@ibcc-chicago.net

JANNIE EVANS Treasurer

VUDREY GAYLORD Church Clerk

Rev. George W. Daniels Senior Pastor ALBERTA SAFFOLD Membership Secretary

October 23, 2007

Arnold L. Randall, Commissioner Department of Planning and Development City of Chicago 121 N. LaSalle Street, Room 1000 Chicago, IL 60602

RE: The Women's Treatment Center Rehabilitation Project

Dear Commissioner Randall,

This letter is to express my full support for the request for \$1million in TIF funds from the Central West TIF district for The Women's Treatment Center.

For almost two decades, The Women's Treatment Center has been our neighbor. We believe that the Center provides an invaluable resource to the community by providing substance abuse treatment services for women and rebuilding families.

We understand that The Women's Treatment Center project includes the rehabilitation of the facility located at 140 N. Ashland Avenue, and will include masonry and façade repair, roof replacement, elevator upgrades, HVAC repairs. We also understand that the construction will allow the facility to become ADA compliant.

The improvements to TWTC will allow for increased operational and performance enhancement for the benefit of TWTC clients and their families. This in turn will benefit the entire community.

Sincerely.

Reverend George W. Daniels

First Baptist Congregational Church



## WALTER BURNETT, JR.

ALDERMAN, 27th WARD 1463 W. CHICAGO AVENUE CHICAGO, ILLINOIS 60622 TELEPHONE: 312-432-1995 FAX: 312-432-1049 E-Mail: wburnett@cityofchicago.org

October 26, 2007

Arnold L. Randall Commissioner Department of Planning and Development City of Chicago 121 N. LaSalle Street room 1000 Chicago, IL 60602

## RE: The Women's Treatment Center Rehabilitation Project

This letter is to express my full support for the \$1 million in TIF funds from the Central West TIF district for The Women's Treatment Center.

The Women's Treatment Center project is the rehabilitation of the facility located at 140 N. Ashland Avenue, and will include masonry and façade repair, roof replacement, elevator upgrades, HVAC repairs. Furthermore, construction will allow the facility to become ADA compliant.

The improvement to TWTC will allow for increased operational and performance enhancement for the benefit of TWTC clients and their families. The TIF funds requested, along with other financing, will be used by TWTC for the rehabilition of the facility located on Ashland Avenue.

Ma Ind.

Walter Burnett, Jr. Alderman, 27<sup>th</sup> Ward

WBJ/tlt

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# CITY COUNCIL CITY OF CHICAGO

## **COUNCIL CHAMBER**

City Hall, Room 300 121 North LaSalle Street Chicago, Illinois 60602 Telephone: 312-744-6124 Fax: 312-742-8489

#### COMMITTEE MEMBERSHIPS

SPECIAL EVENTS AND CULTURAL AFFAIRS

(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

BUILDINGS

COMMITTEES, RULES AND ETHICS

EDUCATION

FINANCE

HEALTH

PTEALTH

POLICE AND FIRE

