#### 108-0-23 AN ORDINANCE

Granting a Special Use for a Planned Development to Demolish the Existing Ryan Field and Ancillary Maintenance Building and Construct A New Stadium in the U2 University Athletics Facilities District

WHEREAS, the City of Evanston is a home-rule municipality pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the City has the authority to adopt legislation and to promulgate rules and regulations that protect the public health, safety, and welfare of its residents; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution of 1970, states that the "powers and functions of home rule units shall be construed liberally," was written "with the intention that home rule unit be given the broadest powers possible" (*Scadron v. City of Des Plaines*, 153 III.2d 164, 174-75 (1992)); and

WHEREAS, it is a well-established proposition under all applicable case law that the power to regulate land use through zoning regulations is a legitimate means of promoting the public health, safety, and welfare; and,

**WHEREAS,** Division 13 of the Illinois Municipal Code (65 ILCS 5/11-13-1, et seq.) grants each municipality the power to establish zoning regulations; and,

WHEREAS, pursuant to its home rule authority and the Illinois Municipal Code, the City has adopted a set of zoning regulations, set forth in Title 6 of the Evanston City Code of 2012, as amended ("the Zoning Ordinance"); and

WHEREAS, Northwestern University, ("Applicant") has petitioned the City Council of the City of Evanston for approval of a Planned Development to demolish the existing Ryan Field and ancillary maintenance building and construct a new one hundred sixteen foot (116') tall stadium with a 35,000 spectator capacity in the U2 University Athletics Facilities District, located at 1501 Central Street, legally described herein ("Subject Property"), attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Applicant has petitioned the City Council of the City of Evanston, for approval of the following (collectively, the "Zoning Approval"):

- A. A Special Use Permit for a Planned Development on the Subject Property per Section 6-3-6 of the Zoning Ordinance.
- B. The following Site Development Allowances as permitted by Section 6-3-6 of the Zoning Ordinance:
  - 1. 1,408 total parking spaces (515 on-site, 893 in parking lot within 1,000 feet) where 4,364 are required for the principal uses on the zoning lot
  - 2. A landscape strip of less than 35 feet (specifically, 16 feet, 3 inches at closest point at the north-south and east-west property lines at the northeast corner of the lot) where 35 feet is required when abutting a residential district, and
  - 3. Open parking area with a 6 feet, 10 inch interior side yard setback where 15 feet is required

all to allow the construction and operation of a 116-foot tall stadium with a 35,000 spectator capacity on the Subject Property in the U2 University Athletics Facilities District; and

**WHEREAS**, following due and proper publication of notice in the Pioneer

North not less than fifteen (15) nor more than thirty (30) days prior thereto, and following proper written notice to property owners, and following the placement of signs on the Subject Property not less than ten (10) days prior thereto, the Evanston Land Use Commission ("LUC") conducted public hearings on September 6, 2023, September 27, 2023, and October 11, 2023 regarding case no. 23PLND-0035 to consider the requested Zoning Approval at which the Applicant presented evidence, testimony, and exhibits in support of the Zoning Approval, and at which interested parties were provided the opportunity to provide public comment; and

WHEREAS, after having considered the evidence presented, the LUC made the following findings regarding standards for a special use pursuant to Section 6-3-5-10:

- 1. Is one of the listed special uses for the zoning district in which the property lies: The stadium is a permitted use in the U2 District, so the standard is met.
- 2. Complies with the purposes and the policies of the Comprehensive General Plan and the Zoning ordinance as amended from time to time: The Comprehensive General Plan and the Zoning Ordinance support the growth and evolution of the University while recognizing its place in a residential environment. The proposed stadium aligns with these plans and regulations and aims to minimize adverse effects such as traffic congestion, so the standard is met.
- 3. Will not cause a negative cumulative effect, when its effect is considered in conjunction with the cumulative effect of various special uses of all types on the immediate neighborhood and the effect of the proposed type of special use upon the City as a whole: The rebuilding of the stadium offers an opportunity to address existing issues related to traffic management, sound mitigation, and accessibility. The reduced capacity of the stadium will likely have a positive impact on the neighborhood and so the standard is met.
- 4. Does not interfere with or diminish the value of property in the neighborhood: The construction of a smaller, more efficient stadium for football is expected to

enhance the overall neighborhood and potentially increase property values therefore the standard is met.

- 5. Is adequately served by public facilities and services: The development of a state-of-the-art stadium will increase the demand on public facilities and services, necessitating coordination between the University, the City, and MWRD for water detention and management. The expectation is that the University is willing to invest in necessary improvements to enhance their facility's functionality, thereby meeting this standard.
- 6. Does not cause undue traffic congestion: The construction of the stadium will impact traffic in the area, but there is an opportunity to create a more effective traffic management plan and so the standard is met.
- 7. Preserves significant historical and architectural resources: The present stadium, although designed by a prominent architect, is not historically significant. The University is in discussions with the Potawatomi Tribe to address their concerns regarding the protection of artifacts which will be noted as a condition in the decision, so the standard is met.
- 8. Preserves significant natural and environmental resources: The proposal includes a better use of the environment by utilizing outdoor spaces for various events in the future. The plan addresses stormwater management and aligns with sustainability standards, including LEED Gold certification, the Green Building Ordinance, as well as Bird Friendly Evanston meeting the standard.
- 9. Complies with all other applicable regulations of the district in which it is located and other applicable ordinances, except to the extent such regulations have been modified through the planned development process or the grant of a variation: Replacing a 100-year-old stadium with a more efficient, accessible, and codecompliant facility meets the standard.

WHEREAS, after having considered the evidence presented, the LUC made the following findings regarding standards for Special Use for Planned Developments pursuant to Section 6-3-6-9:

1. The requested Site Development Allowance(s) will not have a substantial adverse impact on the use, enjoyment or property values of adjoining properties that is beyond a reasonable expectation given the scope of the applicable Site Development Allowance(s) of the Planned Development location: The request

for the stadium site allowances aligns with the existing conditions on the site, including setbacks and parking so the standard is met.

- 2. The proposed development is compatible with the overall character of existing development in the immediate vicinity of the subject property: The proposed stadium design aligns with modern standards and improvements that are necessary for a 21st-century collegiate stadium thus meeting the standard.
- 3. The development site circulation is designed to in a safe and logical manner to mitigate potential hazards for pedestrians and vehicles at the site and in the immediate surrounding area: The development site circulation is well-planned to ensure the safety of pedestrians and vehicles in the area and builds upon a century of experience operating football games on the site, so the standard is met.
- 4. The proposed development aligns with the current and future climate and sustainability goals of the City: The proposed stadium design incorporates various codes, ordinances, and guidelines, incorporating bird-friendly building design, and using eco-friendly materials so the standard is met.
- 5. Public benefits that are appropriate to the surrounding neighborhood and the City as a whole will be derived from the approval of the requested Site Development Allowance(s): Several public benefits have been discussed, including local hiring initiatives for minority and women-owned businesses, marketing and advertising support for Central Street, an all-electric Net Zero Ryan Field, additional Divvy bike stations, environmental considerations such as storm sewer replacement and others so the standard is met.

WHEREAS, at its meetings on October 30, 2023 and November 13, 2023, held in compliance with the Illinois Open Meetings Act, the City Council considered the aforementioned findings of fact, as amended and outlined herein, and finds it appropriate to grant the Zoning Approval as recommended by the Land Use Commission; and

WHEREAS, it is well-settled law that the legislative judgment of the City Council must be considered presumptively valid (see *Glenview State Bank v. Village of Deerfield*, 213 III. App.3d 747) and is not subject to courtroom fact-finding (see *National* 

Paint & Coating Ass'n v. City of Chicago, 45 F.3d 1124).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

**SECTION 1:** The City Council has considered the findings and recommendations of the LUC and the foregoing recitals are hereby found and adopted as fact with regard to the requested Zoning Approval.

**SECTION 2:** Pursuant to the terms and conditions of this ordinance, the City Council hereby grants the Zoning Approval as applied for in zoning case no. 23PLND-0035, being as follows:

- A. A Special Use Permit for a Planned Development on the Subject Property per Section 6-3-6 of the Zoning Ordinance.
- B. The following Site Development Allowances as permitted by Section 6-3-6 of the Zoning Ordinance:
  - 1. 1,408 total parking spaces (515 on-site, 893 in parking lot within 1,000 feet) where 4,364 spaces are required for the principal uses on the zoning lot
  - 2. A landscape strip of less than 35 feet (specifically, 16 feet, 3 inches at closest point at the north-south and east-west property lines at the northeast corner of the lot) where 35 feet is required when abutting a residential district, and
  - 3. Open parking area with a 6 feet, 10 inch interior side yard setback where 15 feet is required

all to allow the demolition of the current Ryan Field and ancillary maintenance building and construction and operation of a new one hundred sixteen (116) foot tall stadium with seating capacity of approximately 35,000 spectators.

SECTION 3: Pursuant to Subsection 6-3-5-12 of the Zoning Ordinance, the City Council imposes the following conditions on the aforementioned Zoning Approval granted hereby, being a Special Use Permit for a Planned Development with Site Development Allowances as requested under zoning case no. 23PLND-0035, which may be amended by future ordinance(s), and violation of any of which shall constitute grounds for penalties or revocation of said Special Use Permit pursuant to Subsections 6-3-10-5 and 6-3-10-6 of the Zoning Ordinance:

- 1. A Traffic Management Plan for all events with expected capacity of more than 5,000 attendees at the stadium shall be finalized prior to the completion of construction and shall be reviewed administratively on an annual basis and when changes to events are proposed.
- 2. A Memorandum of Understanding (MOU) between the City of Evanston and Northwestern University shall be approved that includes but is not limited to the following:
  - Use and reimbursement of City services for events.
  - Coordination meetings for events.
  - Security Plan
  - Sustainability Plan
  - Traffic Management Plan
  - Alcohol Controls
  - Public Benefits
  - Community Input
- 3. Implementation of mitigation measures at the University's expense suggested within the Environmental Assessment Review and subsequent Peer Review, including but not limited to:
  - Maintain use of best practice design elements proposed for the stadium including, utilization of a distributed house sound system within the seating bowl that limits noise levels to 70 DBH at the property line for all athletic events, use of enclosures and walls that help reduce sound emissions to the surrounding community.

- Add vertical barriers around the concourse areas or other openings in the stadium. Barriers can be permanent or retractable. Utilization of sound-absorbing materials on the exterior of stadium structures where appropriate and effective shall also be incorporated into the building design.
- Implement the Best Management Practices (BMP) listed in the Transportation Management Plan (TMP) to reduce traffic generated noise.
- Incorporate sound dampening materials into design of mechanical equipment enclosure.
- 4. Implementation of mitigation measures at the Applicant's cost suggested within the Traffic Impact Study and subsequent Peer Review, including but not limited to:
  - Implement specific roadway improvements where necessary, feasible and practical, including:
  - Identify and design mitigation measures to enhance pedestrian safety.
  - Enhance connections and linkages to transit.
  - Include on-site transit information kiosks.
  - Provide off-site parking for employees.
  - Ensure ongoing compliance with the City of Evanston Multi-Modal Transportation Plan.
  - 5. Use of the plaza shall comply with all City Codes relating to noise.
- 6. Truck traffic and deliveries used for events to load and unload equipment shall be limited to the below grade area.
- 7. That the development complies with Chapter 4-13, Floodplain Regulations, of the Evanston City Code and the Watershed Management Ordinance of the Metropolitan Water Reclamation District, prior to the issuance of any building permits;
- 8. That the development complies with the City's bird-friendly design requirements per Ordinance 83-O-22 and Green Building Ordinance 82-O-22 prior to the issuance of any building permits;
- 9. That the development complies with the City's electric vehicle parking requirements per §4-2-2, Table 406.2.7.2 of the City Code prior to the issuance of any building permits.

- 10. That the Applicant repair any damage done to public right-of-ways as a result of construction on site.
- 11. That the Applicant sign and agrees to a Construction Management Plan (CMP) with the City of Evanston prior to the issuance of any building or demolition permits. The CMP must include but is not limited to the following: water and sewer utility connections, construction staging plan, off-site and on-site construction parking restrictions, construction truck routes, hours of operation, a plan including cross-sections showing pedestrian access around the site with the use of curb ramps, signage and/or striping, if necessary, foundation survey of surrounding structures including weekly reporting of seismographs for the duration of demolition and construction, submittal of environmental testing report prior to construction, visibility diagram for all construction site access points, a proposed schedule for street opening for utility connections with cross-section details, traffic management plan that addresses events being held in the U2 District during construction, and a communications plan including but not limited to project updates via monthly newsletter and project website.
- 12. That the Applicant must record the approving ordinance with the Cook County Clerk's Office.
- 13. A Ryan Field Sustainability Plan that includes both "Construction" and "Operations" with either an all-electric net zero building or a pathway to net zero greenhouse gas emissions by 2040 where feasible:
  - a. "Construction"
    - 1. Provide plan for deconstruction (not demolition) of the existing structure.
    - 2. Provide plan for onsite materials reuse
    - 3. Use low-carbon steel and low-carbon concrete
    - 4. Calculate embodied carbon
    - 5. Conduct feasibility study of greywater digester for food prep waste in concession areas
    - 6. Collaborate with ComEd on full building electrification, EV charging, and available incentives.
    - 7. Conduct new feasibility study of solar PV or solar parking canopies

#### b. "Operations"

- Plan a path towards net zero greenhouse gas emissions that primarily addresses emissions from the building's energy usage by 2040
- 2. Include food waste diversion services within the Stadium Complex.
- Include reusable food and beverage wares and the needed infrastructure.
- 4. Provide litter management plans for parking lot and neighboring areas
- 5. Install hand dryers in restrooms

- 6. Utilize all electric shuttle buses for the transportation management plans for events.
- 14. The Applicant consults with Native American Tribal representatives and the State Historic Preservation Office relating to archaeological oversight before and during excavation and construction to ensure that Native American ancestral burials and archaeologically sensitive sites are treated in an appropriate manner.
- 15. The Applicant continues to engage with and address concerns from the community with respect to the adequacy of on-site and off-site parking, pursuant to the Memorandum of Understanding.
- 16. The Applicant provides funding for the City to initiate an independent peer review of the stormwater management system and the geotechnical aspects of the project.
- 17. The Applicant shall develop and operate the Planned Development authorized by the terms of this ordinance in substantial compliance with the following: the terms of this ordinance; the Development Plan in Exhibit B, attached hereto and incorporated herein by reference; all applicable City Code requirements; the Applicant's testimony and representations and documents to the Land Use Commission and the City Council.
  - 18. The Applicant will provide the following public benefits:

In accordance with Section 6-3-6-3 of the Evanston Zoning Ordinance, in order to provide benefits to the surrounding neighborhood and the City as a whole from the Approval Ordinances, to foster a broader relationship and strengthen a deeper connection between Northwestern and the entire Evanston community, and to help provide more opportunities for additional future collaboration and partnership between the Northwestern and the Evanston community as a whole, and assuming the passage of the Approval Ordinances, Northwestern retains its original rights therein, a new Ryan Field is rebuilt, and a legal and regulatory environment that is substantially similar as existed as of the Effective Date, Northwestern agrees to the following public benefits:

#### For a period of fifteen (15) years commencing in 2024:

a) Pay the City \$3,000,000 annually as a Good Neighbor Fund, to further projects of interest to the City and Northwestern, with final decision of such projects being that of the City with a minimum of \$1,000,000 dollars annually will be placed into the City's Affordable Housing Fund and a minimum of \$500,000 will be placed into the City's Climate Action and Resiliency Fund.

For the first ten (10) years, on each annual anniversary date of this Memorandum, the Good Neighbor Fund contribution will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment

- being capped at 3% for each twelve-month period. For years 11-15, the annual amount will be the same as year 10.
- b) An annual investment of \$500,000 (as supported by a \$10 million gift from the Ryan family to Northwestern) in Evanston local workforce development programming and upskilling initiatives, which may include contributions to other organizations, City programs or Northwestern programs that are committed to workforce development in Evanston. The City and Northwestern shall work together to develop the local workforce development program.
- c) An annual investment of \$500,000 in racial equity programming, which may include contributions to other organizations or City programs committed to racial equity.
- d) Contribute at least \$1,000,000 per year in aggregate to Evanston nonprofit organizations, community groups, faith-based institutions and/or schools, which contributions shall be documented and provided to the City.
- e) Enhance efforts to increase applications and admittance of Evanston high school students to Northwestern, including by establishing a fund of at least \$2,000,000 per year to award financial aid to such students.
- f) Contribute at least \$250,000 annually towards the revitalization of downtown Evanston, including programs such as the "clean team," with the goal of continuing to make the downtown business district attractive for Northwestern students and Evanston community members alike.
- g) Develop a local hiring and contracting program for design and construction jobs that encourages the hiring of minority and women-owned business enterprises ("M/WBE"), with priority given to Evanston-based businesses, which program shall reasonably target at least thirty-five percent 35% M/WBE participation in the design and construction of Ryan Field. In connection with its commitment to achieve 35% M/WBE participation, Northwestern shall implement or cause to be implemented initiatives for maximizing participation in the design and construction of Ryan Field, including: developing and maintaining a project website where contractors and vendors can access all project documents and sign up to receive notifications; collaborating with local, small and minority business organizations to identify firms that may be interested in participating in the project, including, by way of example only, Rebuilding Exchange, Hire360, HACIA and the Evanston Chamber of Commerce; hosting pre-construction job fairs; encouraging partnerships between M/WBEs and other vendors; and participating in workforce development initiatives. Northwestern shall publicize its progress towards the commitments above by providing transparent outline of efforts and reports at each major stage of the project.
- h) In partnership with the Kellogg School of Management, provide marketing and advertising support during the period of construction to help local businesses (including through the Central Street Business Association) maximize the positive impact of the new stadium. Engage with the City and other business districts during the construction period to endeavor to develop a cohesive plan to leverage the additional visitors to Evanston driven by Concerts to benefit businesses across the City. Such plan

- may include elements such as ticket packages, meal discounts, marketing, and parking/transportation coordination.
- Partner with the City to assist with fundraising efforts for the Guaranteed Basic Income Program.
- j) Coordinate with the City to establish an internship program at the City for Northwestern students.
- k) Partner with the City to evaluate and explore joint development projects in a manner that can strategically address key issues and opportunities in the City. Where impactful, make available and utilize the University's research and policy expertise to inform decision-making on key issues.

# For a period of fifteen (15) years commencing in the year of completion of the newly rebuilt Ryan Field:

- a) Implement a Concert ticket surcharge in the targeted amount of \$3 per ticket and coordinate with the City to remit the proceeds equitably between the two Evanston public school districts to be used for equitable purposes, and Northwestern will guarantee such proceeds of at least \$500,000 in the aggregate annually.
  - For the first ten (10) years, on each annual anniversary date of this Memorandum, such guaranteed proceeds from the Concert ticket surcharge will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelvementh period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period. For years 11-15, the annual amount will be the same as year 10.
- b) Guarantee at least \$2,500,000 in tax revenue, from liquor and amusement taxes collected directly from all events held at Ryan Field. A minimum of \$1,000,000 annually of the tax revenue received by the City will be placed into the City's Affordable Housing Fund. Annually, provide the City with the difference between (a) \$2,500,000 and (b) the amount of taxes collected annually by the City from all events held at Ryan Field. In connection with the foregoing, the City shall provide Northwestern with the amount of collected taxes the previous year by January 31 and Northwestern shall pay the difference, if any, due within 60 days. Such \$2,500,000 tax guarantee is reliant on the ability of Northwestern to rebuild Ryan Field and host Concerts at Ryan Field as provided for in the Approval Ordinances without unreasonable restraints imposed by the City beyond those contained in the Approval Ordinances, provided that the amusement and liquor tax rates in effect as of the Effective Date shall not be deemed unreasonable restraints. In the event that Northwestern demonstrates that such unreasonable restraints being imposed by the City adversely effect Concerts beyond general market risk factors, then such public benefit will be reduced and/or eliminated accordingly at Northwestern's discretion. Any disputes between the Parties related to such restraints and their impact on Concerts that remain unresolved after good faith negotiations between the Parties shall then be subject to mediation.

For the first ten (10) years, on each annual anniversary date of this Memorandum, such guaranteed tax revenue from liquor and amusement taxes collected directly from all events held at Ryan Field will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period. For years 11-15, the annual amount will be the same as year 10.

- c) Host and co-sponsor with the City an annual signature event in Evanston, contributing at least \$250,000 per year to such programming. The City shall determine the details for the signature event, which shall be coordinated with Northwestern.
- d) Provide reasonable access for the public to the new open spaces from 7:00am to 9:00pm free of charge, subject to reasonable rules and regulations and closures for other purposes.
- e) Use efforts to communicate with any Concert promoters to determine whether advance ticket pre-sale windows or other ticket arrangements might be made available exclusively for members of the Evanston community.
- f) Coordinate community movie nights and seasonal festivals at dates and times informed by public input, free of entry charge.
- g) Coordinate with the City to facilitate the installation of a local, Evanston-focused mural on the southeast façade of the rebuilt Ryan Field which may include Evanstonfocused promotion, text and/or names.

For the avoidance of doubt, none of the above eighteen (18) public benefits shall be binding, enforceable or paid unless the Approval Ordinances are passed, Northwestern retains its original rights therein, a new Ryan Field is rebuilt, and the legal and regulatory environment is substantially similar as existed as of the Effective Date.

Northwestern agrees it will not hold Concerts as authorized by Ordinance 107-O-23 unless Ryan Field is rebuilt. However, if the Approval Ordinances are passed but Northwestern decides not to rebuild a new Ryan Field, Northwestern agrees to the following single public benefit (which shall not be deemed a tax or payment in lieu thereof):

### For a period of ten (10) years commencing in 2024:

1. Pay the City \$3,000,000 annually as a Good Neighbor Fund, to further projects of interest to the City and Northwestern, with final decision of such projects being that of the City (which shall include Affordable Housing).

On each annual anniversary date of this Memorandum, the Good Neighbor Fund contribution will be adjusted by the change in the Consumer Price Index for the Chicago-Naperville-Elgin area published by the Bureau of Labor Statistics of the U.S. Department of Labor for the twelve-month period ending with the month preceding such annual anniversary date, with such CPI adjustment being capped at 3% for each twelve-month period.

19. The Applicant shall follow the general conditions, site controls and standards as enumerated in Section 6-18-1-9 of the Evanston City Code.

**SECTION 4:** When necessary to effectuate the terms, conditions, and purposes of this ordinance, "Applicant" shall be read as "Applicant's tenants, agents, assigned, and successors in interest."

**SECTION 5:** The City Council may, for good cause shown, waive or modify any conditions set forth in this Ordinance without requiring that the matter return for public hearing.

**SECTION 6**: The Building Official is hereby authorized and directed to issue building permits for the Subject Property, consistent with the approvals granted herein, provided that all conditions set forth hereinabove have been met and that the requested construction complies with all other applicable laws and ordinances. This grant of the approvals shall expire and become null and void twenty-four (24) months from the date of passage of this Ordinance per Section 6-3-6-4(D) unless a building permit to begin construction per this Ordinance is applied for within said twenty-four (24) month time period and construction is continuously and vigorously pursued provided, however, the City Council, by motion, may extend the period during which permit application, construction, and completion shall take place.

**SECTION 7:** This ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

**SECTION 8:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9:** If any provision of this ordinance or application thereof to

any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity

shall not affect other provisions or applications of this ordinance that can be given effect

without the invalid application or provision, and each invalid provision or invalid

application of this ordinance is severable.

**SECTION 10:** The findings and recitals contained herein are declared to

be prima facie evidence of the law of the City and shall be received in evidence as

provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Introduced: _	October 30	, 2023	Approved:
Adopted:	November 20	, 2023	November 26, 2023
			Daniel Biss, Mayor
Attest:			Approved as to form:
	Sephanie embox		Alexandra B. Ruggie
Stephanie Mendoza, City Clerk			Alexandra B. Ruggie, Interim Corporation Counsel

#### **EXHIBIT A**

# **LEGAL DESCRIPTION**

# **EXHIBIT B**

# **Development Plan**