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**COPY**

# JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

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Regular Meeting -- Wednesday, December 13, 2023

at 10:00 A.M.

(Council Chamber -- City Hall -- Chicago, Illinois)

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**OFFICIAL RECORD.**

**BRANDON JOHNSON**
**Mayor**

**ANDREA M. VALENCIA**
**City Clerk**

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*
Regular Meeting -- Wednesday, December 13, 2023

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## Attendance At Meeting.

*Present* -- The Honorable Brandon Johnson, Mayor, and Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

*Absent* -- None.

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## Call To Order.

On Wednesday, December 13, 2023 at 10:00 A.M., the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Lopez, Coleman, Moore, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 45.

Quorum present.

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## Pledge Of Allegiance.

Mayor Brandon Johnson led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

## Invocation.

Bishop David Todd Whittley, pastor of Corinthian Temple Church of God in Christ, opened the meeting with prayer.

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## PUBLIC COMMENT.

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public addressed the City Council:

Ibrahim Nasar

Jody Whitaker

David Melton

Ilir Sulejhani

Muriel Jones

Chetanáe Ellison

Daysha Delvalle

Husam Marajda

Any Huamani

Candice Ibaceta

The following members of the general public submitted written comments to the City Council:

Briana Payton

Madison Rittenhouse

Ester Gonzalez

Vance White

Jacqueline Mahon

David Melton

Queen Adesuyi

Ellen Svehla

Carol Lutter

David Varkey

Michael Ziri

Sister Yaa Simpson

Karen Elger

Felice Howard

Katie Ashbaugh

Andrea Dantus

Creola Hampton

---

At this point in the proceedings, Alderperson Hopkins moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider matters otherwise discussed in the Reports of Committees portion of the meeting. The motion *Prevailed*.

## COMMITTEE ON PUBLIC SAFETY.

---

AMENDMENT OF SECTION 2-120-518 OF MUNICIPAL CODE BY ESTABLISHING REPORTING AND TRACKING PROCEDURES REGARDING HATE INCIDENTS.

[SO2023-0003932]

The Committee on Public Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Public Safety, to which was referred a substitute ordinance on establishing reporting and tracking procedures regarding hate incidents (SO2023-0003932), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on December 8, 2023.

Respectfully submitted,

(Signed) BRIAN HOPKINS,
*Chair.*

On motion of Alderperson Hopkins, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 2-120-518 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

2-120-518 Hate Crimes And Hate Incidents.

(a) ~~As used in this section, "hate~~ For purposes of this section, the definitions in Section 6-10-020 of this Code and the following definitions shall apply:

(1) "Graffiti" has the meaning ascribed to that term in Section 7-28-065 of this Code.

(2) "Hate crime" means any action in violation of Section 8-4-020 or 8-4-085 of this Code or of Section 12-7.1 of the Illinois Criminal Code of 2012, 720 ILCS 5/12-7.1.

(3) "Hate incident" means any action that: (A) targets an individual or group based on their actual or perceived race, color, sex, gender identity, age, religion, disability, national origin, ancestry, or sexual orientation; (B) consists of clear and intentional acts of bias, prejudice, or hostility, including but not limited to offensive language, symbols, or threats, that place the targeted individual or group in reasonable apprehension of a hate crime; and (C) is not classified as a criminal offense or as a violation of this Code.

(b) (1) Whenever any Chicago police officer has identified a victim of a possible hate crime or hate incident committed within the ~~city~~ City, the ~~Chicago Police~~ Department of Police shall, to the extent ~~known~~ possible and when consented to by the alleged victim, supply the name~~, address and telephone number~~ and contact information of the alleged victim to the ~~chair~~ Chair of the ~~Chicago commission on human relations~~ Commission, together with other relevant information concerning the alleged hate crime or hate incident.

(2) The ~~police department~~ Department of Police shall~~, also,~~ on at least a monthly basis, prepare a statistical summary concerning: (A) all criminal acts and ordinance violations committed within the City ~~of Chicago~~ during the previous month that are ~~believed~~ alleged to be hate crimes; and (B) all other incidents reported to the Department of Police that are alleged to be hate incidents. The statistical summary shall include, but is not limited to, aggregate information regarding the total number of hate crimes and hate incidents by community area, bias motivation, type of incident, and disposition, to the extent known. The Department of Police shall make

such information available to the public on an online dashboard that is updated on at least a monthly basis. ~~A~~ The Department of Police shall also forward a copy of ~~this~~ the statistical summary ~~shall be forwarded~~ to the ~~Chicago commission on human relations~~ Commission. ~~This~~ The statistical summary shall be in a form approved by the ~~police department~~ Department of Police and the ~~chair~~ Chair of the ~~Chicago commission on human relations~~ Commission.

(c) Whenever the ~~Chicago Police~~ Department of Police has provided information concerning a victim of a possible hate crime or hate incident to the ~~chair~~ Chair of the ~~Chicago commission on human relations~~ Commission, either the ~~chair~~ Chair or a person designated by ~~him~~ the Chair shall make reasonable efforts to contact the victim for the purpose of offering to help the victim together with the ~~police department~~ Department of Police, prosecutors, and any other ~~interested agencies~~ relevant entities.

(d) The ~~Chicago Police~~ Department of Police shall train both full-time and part-time new recruits and veteran personnel on an ongoing basis on the subject of hate crimes and hate incidents. The Department of Police shall ensure that officers receive in-service training on methods, strategies, and techniques for recognizing and responding to hate crimes and hate incidents, including procedures for processing reports and complaints made to the Department of Police, the Commission, and the Office of Emergency Management and Communications.

(e) (1) The ~~chair of the Chicago commission on human relations~~ Department of Police shall keep and compile statistics on hate crimes and hate incidents. The Commission shall evaluate the statistics provided by the Department of Police to determine if such hate crimes and hate incidents are part of a pattern or ~~if,~~ are due to hate or hate-based tensions in the area where the hate crime or hate incident was committed~~, further hate crimes or escalations of tensions are likely to occur if remedial action is not taken. The chair shall present the findings of his report to the Chicago Police Department~~.

(2) Before July 1 of each year, the Commission shall make available to members of the public and present to the City Council Joint Committee on Public Safety and Health and Human Relations an annual report summarizing its work in addressing hate crimes and hate incidents. The annual report shall also include, but is not limited to:

(A) the total number of hate crimes and hate incidents organized by community area, bias motivation, type of incident, and disposition, to the extent known;

(B) an overview of hate crimes and hate incidents from local, regional, and national perspectives;

(C) an overview of the Commission's activities regarding hate crimes and hate incidents in the previous year; and

(D) any findings and recommendations to reduce or eliminate hate crimes and hate incidents, which may include an evaluation of the effectiveness of City policies and procedures in ensuring: (i) hate crimes and hate incidents are comprehensively investigated, tracked, and reported; and (ii) survivors of hate crimes and hate incidents receive the assistance of City agencies, as appropriate.

(f) Upon recommendation of the ~~chair~~ Chair, the ~~Chicago commission on human relations~~ Commission may call a hearing to address only perceived patterns of hate crimes, hate incidents, or hate-based tensions. The ~~commission~~ Commission may employ a hearing examiner and other employees necessary for such purpose. For the purpose of such hearing, the ~~commission on human relations~~ Commission may:

(1) Receive evidence and hear testimony related to patterns of hate crimes, hate incidents, and hate-based tensions; provided, however, that the ~~commission~~ Commission will not invite or suggest the attendance of a victim of or a witness to any matter in which there is an ongoing criminal investigation or prosecution, including any appeal or retrial;

(2) Issue and enforce subpoenas pursuant to Section 2-120-510 of this Code to compel the attendance of witnesses and the production of evidence relevant to the matter in question; provided, however, that no subpoena shall be issued to compel the attendance of a victim of or witness to any matter in which there is an ongoing criminal investigation or prosecution, including any appeal or retrial; and

(3) Issue findings and recommendations concerning ways in which hate crimes, hate incidents, and hate-based tensions can be reduced in the affected area.

The ~~commission on human relations~~ Commission shall conduct such a hearing, and issue and enforce any subpoena, in a manner that will avoid interference with any ongoing criminal investigation or prosecution.

(g) The ~~Chicago commission on human relations~~ Commission is hereby authorized to develop, ~~and~~ initiate, and partner with organizations to provide and connect residents with educational and other programs, and services, designed to reduce hate-based tensions and the incidence of hate crimes and hate incidents, either in particular areas or on a citywide basis.

(h) (1) The Office of Emergency Management and Communications shall establish a standardized intake system for members of the public to report hate crimes and hate incidents through 311 City Services to facilitate the City's accounting, management, and reporting of hate incidents. The system shall collect information regarding alleged hate crimes and hate incidents and provide users with the option to request service from an appropriate entity, including law enforcement.

(2) The Office of Emergency Management and Communications shall make available to members of the public a graffiti removal request submission process through 311 City Services that allows users to identify whether they believe the graffiti constitutes a hate crime or hate incident with appropriate documentation.

(i) Nothing required to be made publicly available under this section shall be made publicly available in a manner that: (1) reveals personally identifiable information of a person involved in a hate crime or hate incident; (2) inhibits or interferes with the ability of the Department of Police to pursue criminal investigations; or (3) inhibits or interferes with an ongoing criminal prosecution.

(j) Nothing in this section shall be construed to prohibit, restrict, or authorize the imposition of a penalty against any act or expression that is protected under the Constitution of the United States or the Constitution of the State of Illinois.

SECTION 2. This ordinance shall take effect upon its passage and publication.

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## COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

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AMENDMENT OF SECTION 9-48-050 OF MUNICIPAL CODE REGARDING REQUIREMENTS FOR INTERCITY BUSES AND PENALTIES FOR NONCOMPLIANCE.

[O2023-0006210]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance for the amendment of Municipal Code Section 9-48-050 regarding requirements for intercity buses and penalties for noncompliance, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee on December 8, 2023, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, As a home rule unit of government, the City of Chicago may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Protecting the safety and well-being of bus passengers, and of motorists and others in the vicinity of buses that are off-loading and onboarding passengers, by ensuring that boarding and alighting from buses is done in safe circumstances is an urgent matter pertaining to the government and affairs of the City of Chicago; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 9-48-050 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-48-050 Buses -- ~~Stopping, Standing And Parking~~ Loading And Unloading.

(a) The driver of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers other than at a designated bus stop, bus stand, passenger loading zone, or bus terminal except in case of an emergency or as permitted in subsection (d) of this section.

(b) The driver of a bus shall enter a bus stop or passenger loading zone on a public way only in such a manner that the bus when stopped to load or unload passengers shall be in a position with the right front wheel of such bus not further than 18 inches from the curb, or 30 inches from the curb if the bus is lift-equipped, and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.

(c) When any lane is designated and appropriately indicated by signs and markings for shared use by buses and bicycles, a driver of a bus shall yield to a bicycle proceeding in the same direction until it is safe to overtake such bicycle.

(d) Subject to any restriction established pursuant to subsection (f), the driver of a bus may stop such vehicle at any intersection of any street on which it has authority to operate between the hours of midnight and 5:00 A.M. for the purpose of loading or unloading passengers.

(e) Except in case of an emergency or as approved pursuant to subsection (f) of this section, a driver of an intercity bus shall not stop or park any intercity bus on Canal Street, between Adams Street and Jackson Boulevard, for the purpose of loading or unloading of passengers, luggage or other goods. For the purpose of this section, "intercity bus" means any bus used for transportation of persons between the City of Chicago and locations outside of the Chicago-Naperville-Joliet, Illinois-Indiana-Wisconsin Metropolitan Statistical Area (M.S.A.) (as defined by the director of the United States Office of Management and Budget), but shall not include buses of the Chicago Transit Authority or another component of the Regional Transportation Authority, including, but not limited to, the suburban bus commonly known as "Pace". The prohibition in this subsection shall not apply to intercity buses or shuttle buses that are exclusively used to transfer passengers to trains operated by the National Railroad Passenger Corporation, commonly known as "Amtrak" and/or the Northeast Illinois Rail Corporation, commonly known as "Metra" at Chicago Union Station.

(f) No owner or operator of any intercity bus shall use any designated bus stop, bus stand, or passenger loading/unloading zone, or <u>any</u> other location, for ~~regular~~ loading or unloading of passengers, luggage or other goods without first obtaining the approval of the Commissioner. Application for such approval shall be made upon a form provided by the Commissioner, and shall contain the name and address of the applicant, the location of the proposed bus stop, bus stand, or passenger loading/unloading zone, or other location where such ~~regular~~ loading or unloading of passengers, luggage or other goods shall take place, the time of day and length of time any such bus shall stand in the proposed bus stop, bus stand, or passenger loading/unloading zone, or other location, and the number of buses that shall leave from and come to the proposed bus stop, bus stand, or passenger loading/unloading zone, or other location per day. Such application shall be signed by the applicant.

The Commissioner shall approve or deny the application no later than 30 days after the application was filed. The Commissioner's review of the application shall take place in consultation with the local alderperson, and shall take into consideration administrative efficiency and available resources, public safety, and orderly traffic flow, and a permit

shall be subject to such conditions and restrictions that the Commissioner may impose in his sole discretion (including, without limitation, those addressing day/time availability of any such location(s), number of daily arrivals/departures to/from any such location(s), and advance notification requirements by the applicant). If the Commissioner denies the application, it shall be based upon a determination that the loading/unloading of passengers, luggage or other goods at that time, or in that particular designated bus stop, bus stand, or passenger loading/unloading zone, or other location presents an unreasonable threat to the health, safety and welfare of the public or impedes the safe and efficient flow of traffic or imposes an unreasonable burden on available resources. If the Commissioner denies the application, the Commissioner shall send by e-mail or United States mail a notification to the applicant in writing specifying the reasons for the decision. Any applicant may seek review of the decision of the Commissioner denying such application in the manner provided by law. The loading or unloading of an intercity bus in violation of this subsection (f) shall subject the violator to a fine of no less than $2,000 and no more than $10,000. Each instance of unauthorized loading or unloading shall constitute a separate violation. The provisions of this subsection shall not apply to any bus used in conducting a "sightseeing tour" as that term is defined in Section 9-114-010 of this Code.

(g) Pursuant to Code Section 2-102-030(l), the Commissioner is authorized to issue any rules or policies necessary or useful to implement and enforce this section.

(h) Any motor vehicle used in violation of subsection (f) of this section shall be subject to seizure and impoundment pursuant to this section. In addition to any other applicable penalty, the owner of record of such motor vehicle shall be subject to an administrative penalty of $3,000 plus any towing and storage fees applicable under Section 9-92-080.

(i) Whenever a police officer who is present at the time of an alleged violation of subsection (f) has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying themselves as the owner of the vehicle at the time of the alleged violation or the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such person, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under Section 2-14-132 of this Code by serving such person with a copy of the vehicle impoundment seizure report.

(j) Section 2-14-132 shall apply whenever a motor vehicle is seized and impounded pursuant to this section.

SECTION 2. Section 2-14-132 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-14-132 Impoundment.

(a) (1) Whenever the owner of a vehicle seized and impounded pursuant to Sections 3-46-076, 4-68-195, 4-227-140, 9-76-140, 9-80-220, 9-112-640 or 9-114-420 of this Code (for purposes of this section, the "status-related offense sections"), or Sections 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-8-060, 8-20-070, 9-12-090, 9-12-095, 9-12-100, 9-12-105, 9-12-110, 9-32-040, 9-48-050, 9-76-160, 9-80-225, 9-80-240, 9-92-035, 11-4-1410, 11-4-1500 or 15-20-270 of this Code (for purposes of this section, the "use-related offense sections") requests a preliminary hearing in person and in writing at the Department of Administrative Hearings, within 15 days after the vehicle is seized and impounded, an administrative law officer of the Department of Administrative Hearings shall conduct such preliminary hearing within 48 hours of request, excluding Saturdays, Sundays and legal holidays, unless the vehicle was seized and impounded pursuant to Section 7-24-225 and the Department of Police determines that it must retain custody of the vehicle under the applicable state or federal forfeiture law. If, after the hearing, the administrative law officer determines that there is probable cause to believe that the vehicle was used in a violation of this Code for which seizure and impoundment applies, or, if the impoundment is pursuant to Sections 9-92-035, 9-12-095 or 9-12-105, that the subject vehicle is eligible for impoundment under that section, the administrative law officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle pays to the City the amount of the administrative penalty prescribed for the Code violation plus fees for towing and storing the vehicle.

(Unaffected text omitted for the convenience of the reader.)

SECTION 3. The changes made to the title of Section 9-48-050 and subsection (f) of Section 9-48-050 of the Municipal Code of Chicago by this amendatory ordinance of December 2023, are intended to confirm rather than change existing law. These changes shall be made effective as if they were included in the enactment of the ordinance that inserted or substantively amended the subsection.

SECTION 4. Because protecting the safety and well-being of being of bus passengers, and of motorists and others in the vicinity of buses that are off-loading and onboarding passengers, is a matter of urgency, pursuant to 65 ILCS 5/1-2-4, this ordinance shall take effect immediately upon its passage and approval if such passage is by a vote of at least two-thirds of the members of this Council. In the event this ordinance passes by a majority vote of less than two-thirds of the members of this Council, it shall take effect 10 days after passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2023-0006406]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Number Parking:*

| Ward | Location And Permit Number |
|---|---|
| 4 | 4754 South Champlain Avenue -- Disabled Parking Permit Number 131979; [O2023-0006112] |
| 6 | 7810 South St. Lawrence Avenue -- Disabled Parking Permit Number 132545; [O2023-0005805] |
| 6 | Amend Disabled Parking Permit Number 132035 by striking: "6566 South Wentworth Avenue" and inserting in lieu thereof: "6556 South Wentworth Avenue"; [O2023-0005979] |
| 8 | 438 East 88th Place -- Disabled Parking Permit Number 130482; [O2023-0002136] |
| 8 | 7949 South Avalon Avenue -- Disabled Parking Permit Number 130983; [O2023-0005803] |
| 8 | 7828 South Euclid Avenue -- Disabled Parking Permit Number 130199; [O2023-0005885] |
| 9 | 11011 South Eberhart Avenue: amend disabled parking permit by inserting: "Permit Number 132099"; [O2023-0005855] |
| 9 | 10921 South Eberhart Avenue: amend disabled parking permit by inserting: "Permit Number 126674": [O2023-0005856] |
| 9 | 10440 South Calumet Avenue: amend disabled parking permit by inserting: "Permit Number 126162"; [O2023-0005857] |

| Ward | Location And Permit Number |
|---|---|
| 9 | 10314 South Prairie Avenue: amend disabled parking permit by inserting: "Permit Number 131397"; [O2023-0005858] |
| 9 | 343 West 101st Place: amend disabled parking permit by inserting: "Permit Number 126351"; [O2023-0005859] |
| 11 | 2912 South Parnell Avenue -- Disabled Parking Permit Number 131605; [O2023-0005971] |
| 14 | 5316 South Christiana Avenue -- Disabled Parking Permit Number 129084; [O2023-0005860] |
| 14 | 3542 West 59th Place -- Disabled Parking Permit Number 131014; [O2023-0005861] |
| 14 | 5538 South Albany Avenue -- Disabled Parking Permit Number 131499; [O2023-0005862] |
| 14 | 5138 South Artesian Avenue -- Disabled Parking Permit Number 130562; [O2023-0005863] |
| 18 | 3850 West 83rd Place -- Disabled Parking Permit Number 129876; [O2023-0005798] |
| 18 | 3630 West 85th Place -- Disabled Parking Permit Number 129042; [O2023-0005799] |
| 18 | 3540 West 81st Street -- Disabled Parking Permit Number 130874; [O2023-0005801] |
| 22 | 2739 South Spaulding Avenue -- Disabled Parking Permit Number 132653; [O2023-0005964] |
| 22 | 2741 South St. Louis Avenue -- Disabled Parking Permit Number 132642; [O2023-0005966] |
| 22 | 4161 West 25th Place -- Disabled Parking Permit Number 132613; [O2023-0005967] |
| 22 | 2727 South Trumbull Avenue -- Disabled Parking Permit Number 132375; [O2023-0005968] |

| Ward | Location And Permit Number |
|---|---|
| 22 | 4825 South Laporte Avenue -- Disabled Parking Permit Number 132419; [O2023-0005969] |
| 22 | 2741 South Millard Avenue -- Disabled Parking Permit Number 132440; [O2023-0005970] |
| 23 | 5219 South Ridgeway Avenue -- Disabled Parking Permit Number 131110; [O2023-0005800] |
| 23 | 3717 West 56th Place -- Disabled Parking Permit Number 132463; [O2023-0005802] |
| 24 | 4703 West Congress Parkway -- Disabled Parking Permit Number 131537; [O2023-0006117] |
| 25 | Amend Disabled Parking Permit Number 131740 by striking: "1507 South Halsted Street" as location signs to be posted and inserting in lieu thereof: "767 West 15th Street"; [O2023-0006099] |
| 26 | 2204 North Kostner Avenue -- Disabled Parking Permit Number 131556; [O2023-0005812] |
| 26 | 2248 North Lawler Avenue -- Disabled Parking Permit Number 132389; [O2023-0005865] |
| 26 | 2125 North Latrobe Avenue -- Disabled Parking Permit Number 89930; [O2023-0005866] |
| 26 | 1649 North Kildare Avenue -- Disabled Parking Permit Number 132282; [O2023-0005868] |
| 33 | 4430 North Sacramento Avenue -- Disabled Parking Permit Number 131732; [O2023-0005747] |
| 39 | 3837 West Wilson Avenue -- Disabled Parking Permit Number 129271; [O2023-0006086] |
| 39 | 4468 North Kasson Avenue -- Disabled Parking Permit Number 132756; [O2023-0006092] |
| 39 | 4665 North Lowell Avenue -- Disabled Parking Permit Number 132125; [O2023-0006095] |

| Ward | Location And Permit Number |
|---|---|
| 39 | 4831 North Kilpatrick Avenue -- Disabled Parking Permit Number 131930; [O2023-0006096] |
| 40 | 6716 North Seeley Avenue -- Disabled Parking Permit Number 130994; [O2023-0006114] |
| 41 | 5416 North Neenah Avenue -- Disabled Parking Permit Number 72107; [O2023-0005978] |
| 49 | 1647 West Fargo Avenue -- Disabled Parking Permit Number 132215; [O2023-0006100] |
| 49 | 1612 West Farwell Avenue -- Disabled Parking Permit Number 132343. [O2023-0006104] |

*Repeal Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 26 | Repeal Disabled Parking Permit Number 101544 at 3409 West Hirsch Street; [O2023-0005864] |
| 26 | Repeal Disabled Parking Permit Number 13673 at 2200 North Laramie Avenue; [O2023-0005867] |
| 50 | Repeal Disabled Parking Permit Number 122191 at 2852 West Estes Avenue; [O2023-0005795] |
| 50 | Repeal Disabled Parking Permit Number 127588 at 2207 West Rosemont Avenue; [O2023-0005804] |
| 50 | Repeal Disabled Parking Permit Number 121714 at 3020 West Rosemont Avenue; [O2023-0005873] |
| 50 | Repeal Disabled Parking Permit Number 122185 at 2344 West Granville Avenue. [O2023-0005874] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2023-0006408]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

| Ward | Location And Permit Number |
|---|---|
| 1 | Buffer for Residential Permit Parking Zone 96 at 2918 -- 1944 West Altgeld Street (only even) and 2925 -- 2935 West Logan Boulevard (only odd); [O2023-0005962] |
| 1 | Residential Permit Parking Zone 96 at 2500 -- 2536 North Richmond Street (both sides of the street) -- at all times -- all days; [O2023-0005963] |
| 30 | Residential Permit Parking Zone 2425 at 2501 -- 2559 North Monitor Avenue (both sides of the street) -- 6:00 P.M. to 7:00 P.M. -- all days; [O2023-0006120] |
| 31 | Amend Residential Permit Parking Zone 388 by striking: "6:00 P.M. to 6:00 A.M." and inserting in lieu thereof: "at all times -- all days"; [O2023-0005899] |
| 36 | Residential Permit Parking Zone 2426 at 1500 -- 1539 North Kolin Avenue (both sides of the street) -- at all times -- all days; [Or2023-0005909] |
| 40 | Amend Residential Permit Parking Zone 65 at various portions of West Rosehill Drive, West Edgewater Avenue, West Hollywood Avenue, North Hermitage Avenue, West Olive Avenue, West Byrn Mawr Avenue, North Ravenswood Avenue, West Thorndale Avenue, and North Paulina Avenue; [O2023-0006109] |
| 40 | Residential Permit Parking Zone 43 at 2515 -- 2407 West Berwyn Avenue (both sides), 5254 -- 5226 North Campbell Avenue (both sides), and 2439 -- 2400 West Farragut Avenue (both sides) -- 3:00 P.M. to 9:00 P.M. -- all days; [O2023-0006110] |

| Ward | Location And Permit Number |
|---|---|
| 41 | Residential Permit Parking Zone 2427 at 4900 -- 4953 North Neva Avenue; Residential Permit Parking Zone 2428 at 7133 West Argyle Street and 7121 West Argyle Street; Residential Permit Parking Zone 2429 at 7122 West Strong Street and 7132 West Strong Street -- at all times -- all days. [O2023-0005854] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2023-0006409]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago*:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

| Ward | Location |
|---|---|
| 2 | West Institute Street (northside of the street) from North Franklin Street to North Wells Street -- no parking/tow-away zone -- Thursday through Sunday -- 11:00 P.M. to 6:00 A.M.; [O2023-0004828] |
| 2 | West Chestnut Street (southside of the street) from North Franklin Street to North Wells Street -- no parking/tow-away zone -- Thursday through Sunday -- 11:00 P.M. to 6:00 A.M.; [O2023-0004830] |
| 3 | West 47th Street (both sides of the street) from South State Street to South Federal Street -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [O2023-0004065] |
| 4 | Amend ordinance passed on October 16, 2023 and published on page 4106 of the *Journal of the Proceedings of the City Council of the City of Chicago* by inserting: "except for school personnel"; [O2023-0006113] |

| Ward | Location |
|---|---|
| 8 | South Cregier Avenue, from East 79th Street to first alley north -- no parking of trucks /tow-away zone; [Or2023-0002098] |
| 13 | South Sayre Avenue (both sides of the street) from West 63rd Street to West 65th Street -- no parking of trucks/tow-away zone -- at all times -- all days; [Or2023-0005652] |
| 23 | 3846 -- 3848 West 63rd Street -- no parking/loading zone for a distance of 20 feet -- Monday through Friday -- 7:00 A.M. to 6:00 P.M.; [O2023-0003752] |
| 29 | Repeal no parking/tow-away zone on North Nordica Avenue on both sides of the street, from West Grand Avenue to the first alley north thereof -- 7:00 A.M. to 9:00 A.M.; [O2023-0004317] |
| 30 | West School Street (north side of the street) from a point 30 feet west of North Keeler Avenue to a point 471 feet west thereof -- no parking except authorized school personnel -- school days -- 7:00 A.M. to 4:30 P.M.; [O2023-0006115] |
| 33 | 3211 -- 3213 West Lawrence Avenue -- no parking/loading zone -- all days -- 11:00 A.M. to 12:00 A.M.; [O2023-0005976] |
| 36 | North California Avenue (east side of the street) from a point 90 feet south of West Thomas Street to a point 60 feet south thereof -- no parking/loading/ tow-away zone -- 8:00 A.M. to 5:00 P.M.-- all days (public benefit); [O2023-0005916] |
| 50 | West Rosemont Avenue (south side of the street) from North Kedzie Avenue to a point 40 feet east thereof no parking/tow-away zone -- at all times -- all days; [Or2023-0005562] |
| 50 | North California Avenue (west side of the street) from a point 115 feet south of West Rosemont Avenue to a point 185 feet south thereof -- no stopping/ standing/parking/tow-away zone -- at all times -- all days (public benefit). [O2023-0005879] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2023-0006407]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

| Ward | Location And Type Of Sign |
|---|---|
| 8 | East 90th Street and South Cregier Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0002710] |
| 8 | East 92nd Street and South Woodlawn Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0003346] |
| 8 | East 84th Street and South Drexel Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-115/Or2023-0006413] |
| 10 | East 134th Street and South Avenue N -- "All-Way Stop" sign, stopping all approaches; [O2023-0003516] |
| 10 | East 109th Street and South Hoxie Avenue -- "All-Way Stop" sign, stopping all approaches; [O2023-0003826] |
| 10 | East 110th Street and South Mackinaw Avenue -- "All-Way Stop" sign, stopping all approaches; [O2023-0003827] |
| 10 | East 114th Street and South Avenue H -- "All-Way Stop" sign, stopping all approaches; [O2023-0003828] |
| 11 | South Morgan Street and West 34th Street -- "All-Way Stop" sign, stopping all approaches; [Or2023-0003940] |
| 11 | West 32nd Street and South Stewart Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0004193] |
| 13 | West 58th Street and South Monitor Avenue -- "Stop" sign, stopping southbound traffic; [Or2023-0003948] |
| 19 | South Prospect Avenue, from West 105th Street to West 97th Street -- speed limitation -- 20 miles per hour; [O2023-0003427] |
| 22 | Amend single direction ordinance: South Karlov Avenue, from West 25th Street to West 25th Place -- one-way southerly; [O2023-0004024] |

| Ward | Location And Type Of Sign |
|---|---|
| 23 | West 64th Street and South Hamlin Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0001310] |
| 23 | West 51st Street and South Major Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0005622] |
| 23 | West 55th Place and South Lawndale Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-0005817] |
| 23 | West 59th Place and South Hamlin Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2023-142/Or2023-0006414] |
| 28 | Amend single direction ordinance: North Keeler Avenue, from West Congress Parkway to West Washington Boulevard and from West West End Avenue to West Lake Street -- one-way southbound except bicycles; [O2023-0006076] |
| 28 | North Keeler Avenue, from Dwight D. Eisenhower Expressway to West Lake Street -- speed limitation -- 20 miles per hour; [O2023-0006082] |
| 28 | West Polk Street, from South Albany Avenue to South California Avenue -- speed limitation -- 20 miles per hour; [O2023-0006083] |
| 28 | Amend single direction ordinance: North Lavergne Street, from West Gladys Avenue to West Fulton Street -- one-way southbound except bicycles; [O2023-0006084] |
| 28 | North Lavergne Avenue, from West Gladys Avenue to West Kinzie Street -- speed limitation -- 20 miles per hour; [O2023-0006085] |
| 30 | North Melvina Avenue and West Fletcher Street -- "All-Way Stop" sign, stopping all approaches; [O2023-0006098] |
| 32 | West Lyndale Street, from North Western Avenue to North Leavitt Street -- speed limitation -- 20 miles per hour; [O2023-0003442] |
| 33 | West Belmont Avenue (north and south sides) from North Kimball Avenue to North Rockwell Avenue -- speed limitation -- 20 miles per hour; [O2023-1713/O2023-0006415] |

| Ward | Location And Type Of Sign |
|---|---|
| 33 | North Kedzie Avenue, from West Diversey Avenue to West Addison Street (east and west sides) -- speed limitation -- 20 miles per hour; [O2023-1714/O2023-0006418] |
| 40 | Amend single direction ordinance: North Leavitt Street, from West Ainslie Street to West Foster Avenue -- one-way northbound except bicycles; [O2023-0003275] |
| 40 | Amend single direction ordinance: West Leland Avenue, from North Rockwell Street to North Western Avenue, one-way eastbound except bicycles; [O2023-0003276] |
| 40 | North Leavitt Street, from West Ainslie Street to North Bowmanville Avenue -- speed limitation -- 20 miles per hour; [O2023-0003277] |
| 40 | North Rockwell Street, from West Leland Avenue to West Lawrence Avenue -- speed limitation -- 20 miles per hour; [O2023-0003279] |
| 40 | West Leland Avenue, from North Virginia Avenue to North Western Avenue -- speed limitation -- 20 miles per hour; [O2023-0003280] |
| 43 | Amend single direction ordinance: West Dickens Avenue, from North Racine Avenue to North Halsted Street, from North Howe Street to North Larrabee Street, and from North Lincoln Avenue to North Clark Street -- one-way westbound except bicycles; [O2023-0005090] |
| 43 | West Dickens Avenue, from North Racine Avenue to North Stockton Drive -- speed limitation -- 20 miles per hour; [O2023-0005091] |
| 45 | North Waukesha Avenue and North Sioux Avenue -- "Stop" sign, stopping north on North Sioux Avenue for North Waukesha Avenue; [O2023-0005259] |
| 45 | West Estes Avenue and North Merrimac Avenue -- "All-Way Stop" sign, stopping all approaches. [O2023-0005884] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## COMMITTEE ON FINANCE.

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ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP FOR REHABILITATION AND DEVELOPMENT OF UNITED YARDS 1A AFFORDABLE HOUSING PROJECT AT 1515 AND 1635 -- 1643 W. 47TH ST.

[O2023-0005765]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning the issuance of Multi-Family Housing Revenue Bonds and other financial assistance to New City Redevelopment Limited Partnership for rehabilitation and development of the United Yards 1A affordable housing project, located at 1515 and 1635 -- 1643 West 47th Street, in the 20th Ward (O2023-0005765), in the TIF amount of up to $14,500,000 and the bonds amount of up to $22,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City of Chicago (the "City") is a home rule unit of government and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of affordable multi-family housing facilities for low- and moderate-income families located in the City ("Multi- Family Housing Financing"); and

WHEREAS, New City Redevelopment Limited Partnership, an Illinois limited partnership, is the borrower with respect to the below-defined Bonds (the "Borrower"), the general partner of which is Celadon-Blackwood GP 1 LLC, an Illinois limited liability company (the "General Partner"). Celadon Partners LLC, an Illinois limited liability company ("Celadon") has an 80 percent ownership interest in the General Partner and Blackwood Development Partners LLC, an Illinois limited liability company ("Blackwood") has a 20 percent ownership interest in the General Partner. Borrower intends to: (i) acquire from the City vacant land located at 1515 West 47th Street, Chicago, Illinois (the "Six-Story Project Site"); (ii) acquire from an affiliate of the Borrower vacant land located at 1635 -- 1643 West 47th Street, Chicago, Illinois (the "Three-Flat Project Site" and, collectively with the Six-Story Project Site, the "Project Sites"), as the Project Sites are more particularly described on Exhibit F hereto; (iii) construct on the Six-Story Project Site a six-story new construction building with 45 units of family housing (the "Six-Story Facility"); and (iv) construct on the Three-Flat Project Site two three-flat buildings with a combined total of six 2-bedroom units (the "Three-Flat Facilities" and collectively with the Six-Story Facility, the "Facilities"), all together to be known as "United Yards 1A". At least 40 percent of the units in each of the Six-Story Facility and the Three-Flat Facilities will be occupied by households earning no more than 60 percent of the area median income, and the remainder of the units in each of the Six-Story Facility and the Three-Flat Facilities will be occupied by households earning no more than 80 percent of the area median income; and

WHEREAS, The Illinois General Assembly, pursuant to 20 ILCS 3805/728 (as supplemented, amended and restated from time to time), has authorized a program allowing the allocation of certain tax credits for qualified donations made in connection with affordable housing projects (the "Donation Tax Credit Program"); and

WHEREAS, The Borrower desires to: (i) acquire the Project Sites; and (ii) obtain Multi-Family Housing Financing from the City for the purpose of financing the construction of the Facilities on the Project Sites, as further defined in Exhibit A, and to pay a portion of the costs of issuance and other costs incurred in connection therewith (collectively, the "Project"); and

WHEREAS, The City has agreed to sell the Six-Story Project Site, which has an appraised fair market value of $178,000 as of November 23, 2020, according to an appraisal prepared by Byrnes & Walsh LLC (which appraised value may be updated with the approval of the Authorized Officer (as defined below)), for a price of $1.00, to the Sponsor (as defined below) or another not-for-profit organization approved by the Authorized Officer and for the Sponsor (or another approved not-for-profit organization) to subsequently sell the Six-Story Project Site to the Borrower for seller financing for construction of the Project; and

WHEREAS, By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing to the Borrower, to: (i) pay a portion of the costs of acquiring the Six-Story Project Site and constructing the Six-Story Facility thereon; and (ii) pay a portion of the costs of constructing the Three-Flat Facilities, by issuing a series of tax-exempt revenue bonds and using the proceeds of the sale thereof to make an additional loan to the Borrower to finance a portion of the costs of the Facilities (the "Borrower Loan"); and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "Bonds"); and

WHEREAS, In connection with the issuance of the Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into: (i) an Indenture (the "Indenture") between the City and an entity acceptable to the Authorized Officer, as Trustee (the "Trustee") providing for the security for and terms and conditions of the Bonds to be issued; (ii) a Loan Agreement (the "Loan Agreement") among the City, the Borrower and the Trustee providing for the use of the proceeds of the Bonds to make a loan to the Borrower, the proceeds of which will finance a portion of the costs of the Project; (iii) a Bond Purchase Agreement among the City, the Borrower, and KeyBanc Capital Markets, Inc., as underwriter for the Bonds (the "Underwriter"), or, alternatively, another sale agreement among the City, the Borrower and one or more purchasers of the Bonds (in each case, a "Bond Purchase Agreement") providing for the sale of the Bonds and the preparation and circulation, if necessary, of a preliminary official statement for the Bonds or, alternatively, another type of disclosure document prepared in connection with the offer and sale of the Bonds (in either case, a "Preliminary Official Statement") and a final official statement or alternative disclosure document prepared in connection with the offer and sale of the Bonds (the "Official Statement"); and (iv) an Arbitrage and Tax Compliance Agreement (a "Tax Compliance Agreement") between the City and the Borrower; and

WHEREAS, The principal and interest on the Bonds will be secured by, among other things, Eligible Funds (as defined in the Indenture), which, in the aggregate, do not exceed the amount set forth in the Indenture; and

WHEREAS, In connection with the issuance of the Bonds and the financing of the Project with the proceeds thereof, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into a Land Use Restriction Agreement between the City and the Borrower (the "Land Use Restriction Agreement"); and

WHEREAS, The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No owner of the Bonds shall have the right to compel the taxing power of the City, the State or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Bonds; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002, and published at pages 81474 -- 81623 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project, as amended (the "Plan") for the 47th/Ashland Tax Increment Financing Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002, and published at pages 81627 -- 81639 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002, and published at pages 81641 -- 81652 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Project Costs (as defined in the Act) incurred pursuant to the Plan (the "TIF Ordinance"); and

WHEREAS, The Facilities are necessary for the redevelopment of the Area; and

WHEREAS, Pursuant to a request for proposals issued by the City on November 30, 2020, the City authorized the City's Department of Planning and Development ("DPD") to advertise its intent to sell the Six-Story Project Site to the Borrower and request alternative proposals for the sale and redevelopment of the Six-Story Project Site; and

WHEREAS, Public notices advertising the proposed sale and requesting alternative proposals appears in the *Chicago Tribune* on November 30, 2020, December 7, 2020 and December 14, 2020; and

WHEREAS, Pursuant to Resolution Number 23-CDC-37 adopted by the Commission on September 12, 2023, the Commission has recommended: (i) that the Borrower, together with its affiliates, be designated as the developer for the Project described in Exhibit A hereto; (ii) that the Authorized DPD Officer (as defined herein) of DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower; and (iii) that the City sell the Six-Story Project Site to the Borrower in connection with the Project; and

WHEREAS, No alternative proposals have been received by the deadline set forth in the aforesaid public notices; and

WHEREAS, The Borrower and Celadon Construction Corporation NFP, an Illinois not-for-profit corporation ("CCC" or "Sponsor") will jointly constitute the Developer with respect to the Project (the "Developer") and will be obligated to undertake the Project in accordance with the Plan and the terms and conditions of a proposed redevelopment agreement (the "Redevelopment Agreement") to be executed by the Borrower, CCC (jointly as Developer) and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act (the "Incremental Taxes"); and

WHEREAS, There have been presented to this meeting of the City Council forms of the following documents in connection with the Bonds:

(a) the form of Indenture, which includes a form of the Bonds to be issued by the City (attached as Exhibit B hereto);

(b) the form of Loan Agreement (attached as Exhibit C hereto); and

(c) the form of Land Use Restriction Agreement (attached as Exhibit D hereto); and

WHEREAS, The City has certain funds available from a variety of funding sources ("Chicago Recovery Program Funds") to make loans and grants for the development of multi- family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Chicago Recovery Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a grant or a loan to the Borrower in an amount not to exceed $7,000,000 to be funded from Chicago Recovery Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Borrower now desires to obtain additional financing from various sources including, but not limited to, the Borrower Loan, all such financing as described in Exhibit A; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this ordinance are hereby incorporated into this ordinance by this reference. All capitalized terms used in this ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Indenture.

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to each of: (i) the Mayor of the City (the "Mayor"); (ii) the Chief Financial Officer of the City (as defined below); (iii) the Comptroller of the City (the "Comptroller"); or (iv) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer, the Comptroller or any such other officer being referred to herein as the "Authorized Officer") to determine to sell the Bonds on such terms as and to the extent such officer determines that such sale or sales is desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by the Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this ordinance unless and until revoked, such revocation to be signed in writing by the Authorized Officer and filed with the City Clerk. As used herein, the term "Chief Financial Officer" shall have the meaning given to such term in Section 1-4-090(k) of the Municipal Code of Chicago (the "Municipal Code").

SECTION 3. Authorization Of Bonds. Upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the issuance of the Bonds in an aggregate principal amount of not to exceed Twenty-two Million Five Hundred Thousand Dollars ($22,500,000) is hereby authorized.

The Bonds shall contain a provision that they are issued under authority of this ordinance. The Bonds shall not mature later than ten (10) years after the date of issuance thereof. The Bonds shall bear interest at a rate or rates not to exceed eight percent (8%), payable on the interest payment dates as set forth in the Indenture. The Bonds shall be dated, shall be subject to redemption or tender prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Indenture and the form of the Bonds therein.

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds shall be as set forth in the Indenture and the form of the Bonds therein.

The Authorized Officer is hereby authorized to execute and deliver the Indenture on behalf of the City, such Indenture to be in substantially the form attached hereto as Exhibit B and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive

evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Indenture attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Loan Agreement on behalf of the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit C and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Loan Agreement attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Tax Compliance Agreement on behalf of the City, in substantially the form of arbitrage and tax compliance agreements used in previous issuances of tax-exempt bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the applicable provisions of the Internal Revenue Code of 1986 (the "Code"), and the regulations promulgated thereunder or applicable thereto, and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Bonds. The execution of the Tax Compliance Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council of the terms provided in the Tax Compliance Agreement.

The Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City in connection with the issuance of the Bonds, such Land Use Restriction Agreement to be in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this ordinance.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

SECTION 4. Security For The Bonds. The Bonds shall be limited obligations of the City, payable solely from: (i) all right, title and interest of the City in and to all revenues, derived or to be derived by the City under the terms of the Indenture and the Loan Agreement (other than certain reserved rights of the City), including the Borrower Note issued by the Borrower thereunder; (ii) the proceeds of the Bonds and income from the temporary investment thereof, as provided in the Indenture; and (iii) all funds, monies and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone on its behalf. In order to secure the payment of the principal of, premium, if any, and interest

on the Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Indenture and are hereby appropriated for the purposes set forth in the Indenture. The Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the Bonds.

SECTION 5. Sale And Delivery Of Bonds. The Bonds shall be sold and delivered to, or upon the direction of the Underwriter, subject to the terms and conditions of the Bond Purchase Agreement, or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by the Authorized Officer subject to the terms and conditions of the Bond Purchase Agreement. The Authorized Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Bond Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors at a premium or discount, and with such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Bond Purchase Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council of the terms provided in the Bond Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriter in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in the Bond Purchase Agreement executed by the Authorized Officer, and provided further that, if the Bonds are sold directly to institutional investors, the City may forgo the use of a Preliminary Official Statement or Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Authorized Officer. The compensation paid to the Underwriter in connection with the sale of the Bonds shall not exceed three-fifths of one percent (0.60%) of the aggregate principal purchase price of the Bonds, exclusive of legal cost in connection therewith. In connection with the offer and delivery of the Bonds, the Authorized Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

SECTION 6. Notification Of Sale. Subsequent to the sale of the Bonds, the Authorized Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth: (i) the aggregate original principal amount of, sale price, maturity schedule, redemption provisions for and nature of the Bonds sold; (ii) the extent of any tender rights to be granted to the holder of the Bonds, including, without limitation, the right of the holder to tender the Bonds in exchange for one or more mortgage-backed securities held by the Trustee under the Indenture; (iii) the identity of the Trustee; (iv) the interest rates on the Bonds; and (v) the identity of any Underwriters or institutional investors

who purchase the Bonds directly from the City or through the Underwriter, along with the compensation paid to the Underwriter in connection with such sale. There shall be attached to such notification the final form of the Indenture.

SECTION 7. Use Of Proceeds. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture and used for the purposes set forth in the fourth paragraph of the recitals of this ordinance.

SECTION 8. Declaration Of Official Intent. It is possible that a portion of the cost of the Project which the City intends to finance with the proceeds of the Bonds will have been paid from available equity monies prior to the date of this ordinance. It is the intention of the City to utilize a portion of the proceeds of the Bonds to reimburse such expenditures, to the extent they have been or will be made for those costs, to the extent allowed by the Code and related regulations. As such, the City declared its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code to utilize the proceeds of the Bonds as such, in an Inducement Resolution adopted by the City on June 21, 2023.

SECTION 9. Additional Authorization. The Mayor, the Authorized Officer, the City Treasurer and, upon the approval and availability of the Additional Financing, the Authorized DPD Officer and Authorized DOH Officer (as defined below) are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 10. Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to each of the Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this ordinance or the Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 11. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 12. Developer Designation. The Developer is hereby designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 13. Public Approval. The City Council directs that the Bonds shall not be issued unless and until the requirements of Section 147(f) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied. To the extent that the requirements of Section 147(f) of the Code, including the public hearing, have occurred prior to the date of this ordinance, this ordinance constitutes approval for purposes of Section 147(f) of the Code. All such actions taken prior to the enactment of this ordinance are ratified and confirmed.

SECTION 14. Authorization Of Fees And Expenses. The following fees and expenses are hereby authorized in connection with the Bonds: (i) an Issuer Fee in an amount equal to 1.5 percent of the par amount of the Bonds, payable to the City on the date of issuance of the Bonds; (ii) a Bond Legal Reserve Fee in the amount of 0.1 percent of the par amount of the Bonds, payable to the City on the date of issuance of the Bonds (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City); and (iii) a City Administrative Fee in an amount equal to 0.15 percent of the outstanding principal of the Bonds, accruing monthly but payable to the City on a semi-annual basis.

SECTION 15. Authorization Of Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the City's Commissioner of DPD or a designee or successor thereof (the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's Corporation Counsel (the "Corporation Counsel"), to negotiate, execute and deliver the Redevelopment Agreement between the Developer and the City in connection with payment of the Redevelopment Project Costs with the tax increment financing ("TIF") funds, substantially in the form attached hereto as Exhibit E and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 16. Chicago Recovery Program Funds Authorization. Upon the approval and availability of the Additional Financing, the City's Commissioner of Housing or a designee or successor thereof (the "Authorized DOH Officer") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Chicago Recovery Program Funds. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Chicago Recovery Program Funds that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the Chicago Recovery Program Funds to the Borrower.

SECTION 17. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to $14,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account"), to the Developer to finance a portion of the costs included within the Project and eligible under the Act. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 17.

SECTION 18. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Authorized Officer (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 19. Separability. If any provision of this ordinance 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 ordinance.

SECTION 20. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 21. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to render any agreement or instrument authorized hereby voidable at the option of the City or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code. Sections 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Project or the Project Sites.

SECTION 22. Conveyance Of The Six-Story Project Site. The sale of the Six-Story Project Site to CCC in the amount of One Dollar ($1) is hereby approved. This approval is expressly conditioned upon the City and the Developer entering into the Redevelopment Agreement. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed(s) conveying the Six-Story Project Site to CCC or to an entity of which Developer is the sole owner and the controlling party, for immediate subsequence conveyance to Borrower, subject to those covenants, conditions and restrictions set forth in this ordinance. The provisions in Section 3.13 of the Redevelopment Agreement shall govern the City's conveyance of the Six-Story Project Site to CCC. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Project Sites.

SECTION 23. Donation Tax Credit Program. The City hereby approves the conveyance of the Six-Story Project Site as a donation to Sponsor from the City under the Donation Tax Credit Program in connection with the Project. The Authorized DOH Officer is hereby

authorized to transfer the tax credits received by the City, if any, under the Donation Tax Credit Program in connection with the conveyance of the Property to an entity satisfactory to the Authorized DOH Officer on such terms and conditions as are satisfactory to the Authorized DOH Officer (the "DTC Transfer"). The proceeds, if any, received by the City in connection with the DTC Transfer are hereby appropriated, and the Authorized DOH Officer is hereby authorized to use such proceeds to make a grant to Sponsor or another entity affiliated with Sponsor or the Borrower, in their sole discretion (the "DTC Grantee"), for use in connection with the Project (the "DTC Grant"). The DTC Grantee may loan or contribute the proceeds of the DTC Grant to the Borrower for use in connection with the Project, and any such loan may be secured by a lien on the Property, which lien may be subordinated as described in Exhibit A. The Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the DTC Transfer and the DTC Grant. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the DTC Grant to the DTC Grantee.

SECTION 24. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits "A", "B", "C", "D", "E" and "F" referred to in this ordinance read as follows:

*Exhibit "A".*
(To Ordinance)

Borrower: New City Redevelopment Limited Partnership, an Illinois limited partnership, a single purpose limited partnership, the general partner of which is Celadon-Blackwood GP 1 LLC, an Illinois limited liability company (the "General Partner"), in which Celadon Partners, LLC, an Illinois limited liability company, has an 80 percent ownership stake in the General Partner, and Blackwood Development Partners LLC, an Illinois limited liability company has a 20 percent ownership stake in the General Partner.

Project: (i) Acquisition from the City certain vacant land located at 1515 West 47th Street, Chicago, Illinois (the "Six-Story Project Site"); (ii) acquisition from an affiliate of the Borrower certain vacant land located at 1635 -- 1643 West 47th Street, Chicago, Illinois (the "Three-Flat Project Site" and, collectively with the Six-Story Project Site, the "Project Sites"); (iii) construction on the Six-Story Project Site a six-story new construction building with 45 units of family housing (the "Six-Story Facility"); and (iv) construction on the Three-Flat Project Site two three-flat buildings with a combined total of six two-bedroom units (the "Three-Flat Facilities" and, collectively with the Six-Story Facility, the "Facilities"), all together to be known as "United Yards 1A". At least 40 percent of the units in each of the

Six-Story Facility and the Three-Flat Facilities will be occupied by households earning no more than 60 percent of the area median income, and the remainder of the units, of which at least 40 percent of the units will be occupied by households earning no more than 60 percent of the area median income and the remainder of the units in each of the Six-Story Facility and the Three-Flat Facilities will be occupied by households earning no more than 80 percent of the area median income.

1. Bonds:

| | |
|---|---|
| Amount: | Not to exceed $22,500,000. |
| Source: | Proceeds from the issuance of the Bonds. |
| Term: | Not to exceed ten (10) years. |
| Interest: | Not to exceed eight percent (8%) or such other lesser rate acceptable the Authorized Officer. |
| Security: | Eligible Funds, including Lender Funds to be advanced by the Lender to the Trustee (as such terms are defined in the indenture). |

Additional Financing:

2. Equity Bridge Loan:

| | |
|---|---|
| Amount: | Not to exceed $20,200,000. |
| Source: | Regions Bank. |
| Term: | Not to exceed 36 months. |
| Interest: | Not to exceed 12 percent per annum. |
| Security: | First-position mortgage on the Project Site (the "Senior Mortgage"). |

3. Construction Loan:

| | |
|---|---|
| Amount: | Not to exceed $1,100,000. |
| Source: | Regions Bank. |
| Term: | Not to exceed 36 months. |

Interest: Not to exceed 12 percent per annum.

Security: The Senior Mortgage.

4. Permanent Loan:

Amount: Not to exceed $1,100,000.

Source: IFF.

Term: Not to exceed 17 years.

Interest: Not to exceed 7 percent per annum.

Security: Assumption of the Senior Mortgage or new first-position mortgage on the Property.

5. TIF Funds Loan:

Amount: Not to exceed $14,500,000.

Source: Sponsor, from Incremental Taxes made available from the 47th/Ashland Redevelopment Project Area via the Redevelopment Agreement.

Security: Lien on the Project Site that is junior to the Senior Mortgage; provided, however, that the Redevelopment Agreement will be senior to the Senior Mortgage.

Term: Not to exceed 40 years plus the construction period.

Interest: Not to exceed zero percent.

Security: Mortgage on the Project Site that is junior to the Senior Mortgage; provided, however, that the Redevelopment Agreement will be a lien senior to the Senior Mortgage.

Either:

6(a). CRP Grant:

Amount: Not to exceed $7,000,000.

Source: Chicago Recovery Program Funds.

Security: Lien on the Project Site that is junior to the TIF Lien and the Senior Mortgage.

Or:

6(b). CRP Loan:

Amount: Not to exceed $7,000,000.

Source: Chicago Recovery Program Funds.

Term: Not to exceed 30 years.

Interest: Not to exceed zero percent per annum.

Security: Mortgage on the Project Site that is junior to the TIF Lien and the Senior Mortgage.

7. ComEd Affordable Energy Grant Proceeds Loan:

Amount: Not to exceed $178,500 or such other lesser amount acceptable to the Authorized DOH Officer.

Source: Sponsor, from funds made available under the ComEd Energy Efficiency Program.

Term: Not to exceed 40 years plus construction period.

Interest: Not to exceed one percent per annum.

Security: Mortgage on the Project Site; junior to the TIF Lien, the CRP Lien or mortgage, and the Senior Mortgage.

8. Seller Financing Loan:

Amount: Not to exceed $4,300,000 or such other lesser amount acceptable to the Authorized DOH Officer.

Source: Sponsor.

Term: Not to exceed 40 years plus construction period.

Interest: Not to exceed the long-term applicable federal rate per annum.

Security: Mortgage on the Project Site; junior to the TIF Lien, the CRP Lien, and the Senior Mortgage.

9. Donation Tax Credit Program:

Amount: Not to exceed $3,152,250 or such other amount acceptable to the Authorized DOH Officer.

Source: Sponsor.

Term: Not to exceed 40 years plus construction period.

Interest: Not to exceed the long-term applicable federal rate per annum.

Security: Mortgage on the Project Site; junior to the TIF Lien, the CRP Lien, and the Senior Mortgage.

10. Tax Credit Equity:

Amount: Not to exceed $22,000,000 or such other lesser amount acceptable to the Authorized DOH Officer, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay all or a portion of the Bonds.

Source: To be derived from the syndication of the 4 percent LIHTCs generated by the issuance of the Bonds.

11. General Partner Equity:

Amount: Approximately $100 or such other greater amount acceptable to the Authorized DOH Officer.

Source: General Partner, or such other source acceptable to the Authorized DOH Officer.

12. Deferred Developer Fee:

Amount: Not to exceed $1,050,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Developer Fee.

*Exhibit "B".*
(To Ordinance)

Indenture.

THIS INDENTURE ("**Indenture**"), dated as of December 1, 2023, between the **CITY OF CHICAGO,** a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**"), and _____, a[n] _____, as Trustee (such trustee or any of its successors in trust, the "**Trustee**").

**RECITALS**

**WHEREAS,** pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Issuer, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer;

**WHEREAS,** the Issuer has determined to issue, sell and deliver $[22,500,000] aggregate principal amount of its City of Chicago Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "**Bonds**"), as provided herein for the purpose of making a loan to New City Redevelopment Limited Partnership, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns (the "**Borrower**"), which loan will be used by the Borrower, together with other amounts, to finance (i) the acquisition from the City of vacant land located at 1515 W. 47th Street, Chicago, Illinois (the "**6-Story Project Site**"), (ii) the acquisition from an affiliate of the Borrower of vacant land located at 1635-1643 W. 47th Street, Chicago, Illinois (the "**3-Flat Project Site**" and, collectively with the 6-Story Project Site, the "**Project Sites**"), as the Project Sites are more particularly described on Exhibit F of the hereinafter defined Ordinance, (iii) the construction on the 6-Story Project Site of a six-story new construction building with 45 units of family housing (the "**6-Story Facility**") and (iv) the construction on the 3-Flat Project Site of two 3-flat buildings with a combined total of six 2-bedroom units (the "**3-Flat Facilities**" and collectively with the 6-Story Facility, the "**Facilities**"), all together to be known as "**United Yards 1A**." At least 40% of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 60% of the area median income, and the remainder of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 80% of the area median income; and

**WHEREAS,** the Borrower desires to (i) acquire the 6-Story Project Site and (ii) obtain Multi-Family Housing Financing from the City for the purpose of financing a portion of the costs of the construction of the Facilities, as further defined in **Exhibit A**, the **"United Yards 1A Project"**), and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

**WHEREAS,** the Issuer will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of December 1, 2023, by and among the Issuer, the Borrower, and the Trustee (the "**Loan Agreement**") and the Bonds shall be payable solely from the revenues received by the Issuer from the repayment of the loan of the proceeds of the Bonds to the Borrower (the "**Loan**") and from other revenues derived from the Loan and the Bonds; and

**WHEREAS,** the Bonds will be secured by this Indenture, and the Issuer is authorized to execute and deliver this Indenture and to do or cause to be done all acts provided or required herein to be performed on its part;

**WHEREAS,** all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE,** that to secure the payment of Bond Service Charges (as defined herein) on the Bonds according to their true intent and meaning, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders, and for other good and valuable consideration, the receipt of which is acknowledged, the Issuer has executed and delivered this Indenture and absolutely assigns hereby to the Trustee (except Reserved Rights), and to its successors in trust, and its and their assigns, all right, title and interest of the Issuer in and to:

**GRANTING CLAUSES**

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

(i) the Revenues (as defined herein), including, without limitation, all Loan Payments (as defined herein), Eligible Funds (as defined herein) and other amounts receivable by or on behalf of the Issuer under the Loan Agreement in respect of repayment of the Loan,

(ii) the Special Funds (as defined herein), including all accounts in those Special Funds and all money deposited therein and the investment earnings on such money,

(iii) subject to the provisions of the Ordinance, all right, title and interest of the Issuer in the proceeds derived from the sale of the Bonds, and any securities in which money in the Special Funds are invested, and (except for money required to be rebated to the United States of America under the Code) the proceeds derived therefrom, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture,

(iv) the Borrowers Note (as defined herein), and

(v) the Loan Agreement, except for the Reserved Rights (the foregoing collectively referred to as the "**Trust Estate**").

PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED INTO THE REBATE FUND;

**TO HAVE AND TO HOLD** unto the Trustee and its successors in that trust and its and their assigns forever;

**BUT IN TRUST, NEVERTHELESS**, and subject to the provisions hereof,

(a) except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future holders of the Bonds (the "**Holders**") issued or to be issued under and secured by this Indenture,

(b) for the enforcement of the payment of the principal of and interest on the Bonds, when payable, according to the true intent and meaning thereof and of this Indenture, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture,

in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under this Indenture and shall be secured equally and ratably hereby, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that

(i) if the principal of the Bonds and the interest due or to become due thereon shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds (as defined herein) shall have been paid and discharged in accordance with Article IX hereof,

(ii) if all of the covenants, agreements, obligations, terms and conditions of the Issuer under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and

(iii) this Indenture and the rights assigned hereby shall cease, determine and be void, except as provided in Section 9.02 hereof with respect to the survival of certain provisions hereof; otherwise, this Indenture shall be and remain in full force and effect.

It is declared that all Bonds issued hereunder and secured hereby are to be issued, authenticated and delivered, and that the Trust Estate assigned hereby is to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Indenture. The Issuer has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Holders, as follows:

## ARTICLE 1
## DEFINITIONS

**Section 1.01 Definitions.** The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

*"Act of Bankruptcy"* means the filing of a petition in bankruptcy (or other commencement of a bankruptcy, insolvency or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

*"Additional Payments"* means the amounts required to be paid by the Borrower pursuant to the provisions of Section 4.04 of the Loan Agreement.

*"Administrative Expenses"* means the Issuer Fee, the City Administrative Fee, the Ordinary Trustee Fees and Expenses and the Dissemination Agent Fee.

*"Affiliated Party"* of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

*"Authorized Borrower Representative"* means any person who, at any time and from time to time, is designated as the Borrower's authorized representative by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person, such person's telephone number by which such person may be contacted and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Issuer) a written certificate revoking such person's authority to act in such capacity.

*"Authorized Denomination"* means $5,000, or any integral multiple of $1,000 in excess thereof.

*"Authorized Issuer Representative"* means any person or persons specifically authorized by the Ordinance to take the action intended. The identity of each Authorized Issuer Representative shall be evidenced by a certificate containing the specimen signature of such person and such person's telephone number and signed on behalf of the Issuer.

*"Bankruptcy Code"* means Title 11 of the United States Code entitled "Bankruptcy," as in effect now and in the future, or any successor statute.

*"Beneficial Owner"* means with respect to the Bonds, the Person owning the Beneficial Ownership Interest therein.

*"Beneficial Ownership Interest"* means the right to receive payments and notices with respect to the Bonds held in a Book-Entry System.

*"Bond Fund"* means the Bond Fund created in Section 4.01 hereof.

"*Bond Payment Date*" means each Interest Payment Date and any other date Bond Service Charges on the Bonds are due, whether at maturity, upon redemption, Mandatory Tender or acceleration or otherwise.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement, dated December __, 2023, among the Underwriter, the Issuer and the Borrower.

*"Bond Service Charges"* means, for any period or payable at any time, the principal of and interest on the Bonds for that period or payable at that time whether due at maturity or upon redemption, Mandatory Tender or acceleration.

*"Bond Year"* means each annual period of twelve months ending on _____ 1 as applicable; provided, however, that the first annual period commences on the date of the original issuance and delivery of the Bonds and ends on _____ 1, 2024 and the last of which ends on the maturity of the Bonds.

*"Bonds"* means the Issuer's City of Chicago Multi-Family Housing Revenue Bonds (United Yards 1A Project) Series 2023 in the aggregate principal amount of $[22,500,000] issued under and secured by this Indenture.

*"Book-Entry Form"* or *"Book-Entry System"* means, with respect to the Bonds, a form or system, as applicable, under which (a) physical Bond certificates in fully registered form are issued only to a Securities Depository or its nominee, with the physical Bond certificates "immobilized" in the custody of the Securities Depository and (b) the ownership of book-entry interests in Bonds and Bond Service Charges thereon may be transferred only through a book-entry made by others than the Issuer or the Trustee. The records maintained by others than the Issuer or the Trustee constitute the written record that identifies the owners, and records the transfer, of book-entry interests in those Bonds and Bond Service Charges thereon.

*"Borrower"* means New City Redevelopment Limited Partnership, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

*"Borrower Documents"* when used with respect to the Borrower, means all documents and agreements executed and delivered by the Borrower as security for or in connection with the issuance of the Bonds, including but not limited to, the Financing Documents and the Mortgage Loan Documents. The Borrower Documents do not include any documents or agreements to which the Borrower is not a direct party, including the Bonds or this Indenture.

*"Borrower Note"* means the promissory note of the Borrower, dated as of even date with the Bonds initially issued, in the form attached as Exhibit A to the Loan Agreement and in the principal amount of $[22,500,000], evidencing the obligation of the Borrower to make Loan Payments.

"*Bridge Lender*" means Regions Bank, an Alabama banking corporation, in its capacity as maker of the Bridge Loan, and its successors and assigns.

"*Bridge Loan*" means the equity bridge loan made from the Bridge Lender to the Borrower in the original principal amount of [$19,760,000].

"*Bridge Loan Documents*" means the documents executed and delivered in connection with the Bridge Loan, including, without limitation, the promissory note and mortgage evidencing and securing the Bridge Loan.

"*Bridge Loan Funds*" means the Bridge Loan.

*"Business Day"* means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

*"Cash Flow Projection"* means a written cash flow projection prepared by an Independent firm of certified public accountants, a financial advisory firm, a law firm or other Independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by the Borrower and acceptable to the Rating Agency, establishing the sufficiency of (a) the amount on deposit in the Special Funds, (b) projected investment income to accrue on amounts on deposit in the Special Funds during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower to pay Bond Service Charges and the Administrative Expenses, in each instance, when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed remarketing of the Bonds, as provided in Section 3.07 hereof, (iii) the release of Eligible Funds from the Negative Arbitrage Account, as provided in Section 4.03 hereof, and (iv) the purchase, sale or exchange of Eligible Investments as provided in Section 4.10 hereof.

*"Certificate of the Issuer," "Statement of the Issuer," "Request of the Issuer"* and *"Requisition of the Issuer"* mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

*"City Administrative Fee"* means the City Administrative Fee to be paid by the Trustee on behalf of the Borrower to the Issuer, described in Section 4.15 of this Indenture.

*"Closing Date"* means the initial date of delivery of the Bonds in exchange for the purchase price of the Bonds sized as set forth in Section 2.13(b)(vii).

*"Co-Bond Counsel"* means BurgherGray LLP and Burke Burns & Pinelli, Ltd., or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

*"Code"* means the Internal Revenue Code of 1986, and any regulations thereunder applicable to the Bonds.

*"Collateral Fund"* means the Collateral Fund created in Section 4.01 hereof.

*"Completion Certificate"* means the certificate attached as Exhibit C to the Loan Agreement.

*"Completion Date"* means the date of the completion of the construction of the Project, as that date shall be certified as provided in Section 3.09 of the Loan Agreement.

"*Construction Lender*" means Regions Bank, an Alabama banking corporation, in its capacity as maker of the Construction Loan, and its successors and assigns. Construction Lender and Bridge Lender, collectively, as the context may require, shall mean "Construction Lender."

"*Construction Loan*" means the equity construction loan made from the Construction Lender to the Borrower in the original principal amount of $[1,100,000]. Construction Loan and Bridge Loan, collectively, as the context may require, shall mean "Construction Loan."

"*Construction Loan Documents*" means the documents executed and delivered in connection with the Construction Loan, including, without limitation, the promissory note and mortgage evidencing and securing the Construction Loan. Construction Loan Documents and Bridge Loan Documents, collectively, as the context may require, shall mean "Construction Loan Documents."

"*Construction Loan Funds*" means the Construction Loan.

*"Continuing Disclosure Agreement"* means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Dissemination Agent, as the same may amended, restated or supplemented from time to time.

*"Controlling Holders"* means, in the case of consent or direction to be given hereunder, the Holders of the majority in aggregate principal amount of the Outstanding Bonds.

*"Costs of Issuance"* means the "issuance costs" with respect to the Bonds within the meaning of Section 147(g) of the Code.

*"Costs of Issuance Fund"* means the Costs of Issuance Fund created in Section 4.01 hereof.

"*CRP Lender*" means the City of Chicago.

"CRP Loan" means the loan from the Issuer to the Borrower in the principal amount of $4,500,000.

*"Designated Office of the Trustee"* means the office of the Trustee at the Notice Address set forth in this Section 1.01 or, solely for purposes of presentation for transfer, payment or exchange of the Bonds, the designated corporate trust operations or agency office of the Trustee in Atlanta, Georgia, or at such other address as may be specified in writing by the Trustee.

*"Dissemination Agent"* means the Trustee, or any successor, as Dissemination Agent under the Continuing Disclosure Agreement.

*"Dissemination Agent Fee"* means the fee payable to the Dissemination Agent as compensation for its services and expenses in performing its obligations under the Continuing Disclosure Agreement; provided, however, the amount of the Dissemination Agent Fee payable under this Indenture is limited to money withdrawn from the Expense Fund and the Borrower will be responsible to pay the remaining amount of the Dissemination Agent Fee pursuant to Section 4.04 of the Loan Agreement.

*"DTC"* means The Depository Trust Company (a limited purpose trust company), New York, New York, and its successors or assigns.

*"DTC Participant"* means any participant contracting with DTC under its book-entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

*"Electronic Means"* means e-mail, facsimile, or any other electronic means of communication approved in writing by the Issuer, Trustee and Underwriter.

"*Eligible Funds*" means, as of any date of determination, any of:

(a) the proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase price thereof by the Underwriter);

(b) amounts drawn by the Trustee on a letter of credit;

(c) money received by the Trustee representing advances to the Borrower of proceeds of the Mortgage Loan, Bridge Loan, Construction Loan and proceeds of the Subordinate Loan;

(d) remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer or any Affiliated Party of either the Borrower or the Issuer);

(e) any other amounts, including the proceeds of refunding bonds, for which the Trustee has received an Opinion of Counsel (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (I) the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court and (II) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;

(f) any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period; and

*(g)* investment income derived from the investment of the money described in (a) through (f) above.

*"Eligible Investments"* means, subject to the provisions of Section 4.10 hereof and to the extent authorized under State law any of the following obligations which mature (or are redeemable at the option of the Trustee) at such time or times as to enable disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of this Indenture:

(a) Government Obligations; and

(b) Shares or units in any money market mutual fund rated "Aaa-mf" by Moody's (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) including mutual funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor that are ""registered under the Investment Company Act of 1940, as amended, whose investment portfolio consists solely of direct obligations of the government of the United States of America.

*"Event of Default"* means (a) with respect to this Indenture, any of the events described as an Event of Default in Section 6.01 hereof and (b) with respect to the Loan Agreement, any of the events described as an Event of Default in Section 8.01 of the Loan Agreement.

*"Expense Fund"* means the Expense Fund created in Section 4.01 hereof.

*"Extension Payment"* means the amount due, in connection with the change or extension of the Mandatory Tender Date pursuant to Section 3.07 hereof, which shall be determined by a Cash Flow Projection.

"*Extraordinary Expenses of the Trustee*" means

"*Extraordinary Services of the Trustee*" means

*"Federal Tax Status"* means, as to the Bonds, the status of the interest on the Bonds as excludable from gross income for federal income tax purposes of the Holders of the Bonds (except on Bonds while held by a substantial user or related person, each as defined in the Code).

*"Financing Documents"* means this Indenture, the Bonds, the Loan Agreement, the Borrower Note, the Tax Compliance Agreement, the Land Use Restriction Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement and any other instrument or document executed in connection with the Bonds, together with all modifications, extensions, renewals and replacements thereof.

*"Force Majeure"* means any of the causes, circumstances or events described as constituting Force Majeure in Section 8.01 of the Loan Agreement.

"*General Partner*" means Celadon-Blackwood GP 1, LLC, an Illinois limited liability company.

*"Government Obligations"* means (i) noncallable, non-redeemable direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (ii) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (i) or (ii) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof.

"*Highest Rating Category*" means, with respect to an Eligible Investment, that the Eligible Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below "Aaa" or "Aaa/VMIG 1" if rated by Moody's or "A-1+" or "AA+" if rated by S&P.

*"Holder"* or *"Bondholder"* when used with respect to any Bond, means the Person in whose name such Bond is registered.

*"Indenture"* means this Indenture, dated as of December 1, 2023, between the Issuer and the Trustee, as amended or supplemented from time to time.

*"Independent"* when used with respect to a specified Person means such Person has no specific financial interest direct or indirect in the Borrower or any Affiliate of the Borrower and in the case of an individual is not a director, trustee, officer, partner, member or employee of the Borrower or any Affiliate of the Borrower and in the case of an entity, does not have a partner, director, trustee, officer, member or employee who is a director, trustee, partner, member, officer or employee of any partner or member of the Borrower or any Affiliate of the Borrower.

*"Inducement Ordinance"* means the Inducement Ordinance adopted by the City Council of the Issuer on June 21, 2023 with respect to the Project and the Bonds.

*"Initial Borrower Deposit"* means funds in the amount of $0 provided by or on behalf of the Borrower, which is to be deposited as provided in Section 4.02(b) hereof.

*"Initial Interest Rate"* means _____% per annum.

*"Initial Mandatory Tender Date"* means _____ 1, 202_.

*"Initial Remarketing Date"* means the Initial Mandatory Tender Date, but only if the conditions for remarketing the Bonds on such date as provided in Section 3.07 hereof are satisfied.

"*Insurance or Condemnation Proceeds*" means

*"Interest Payment Date"* means (a) _____ 1 and _____ 1 of each year beginning _____ 1, 2024, (b) each Redemption Date and (c) each Mandatory Tender Date. In the case of insufficient funds to pay the purchase price on the Bonds following Mandatory Tender on the

Initial Mandatory Tender Date, "Interest Payment Date" also means the first Business Day of each month as provided in the second paragraph of Section 2.02 hereof. In the case of a payment of defaulted interest, "Interest Payment Date" also means the date of such payment established pursuant to Section 2.03 hereof.

*"Interest Period"* means, initially, the period from the Closing Date to and including [_____, 2024], and thereafter, the period commencing on each succeeding Interest Payment Date and ending on the last day of the month preceding the next Interest Payment Date.

*"Interest Rate"* means the Initial Interest Rate to but not including the Initial Mandatory Tender Date, and thereafter the applicable Remarketing Rate.

*"Interest Rate for Advances"* means the rate per annum which is two percent plus that interest rate announced by the Trustee in its lending capacity as a bank as its "Prime Rate" or its "Base Rate."

"Investor Limited Partner" means RAH Investor 415 LLC, a Mississippi limited liability company, and its permitted successors and assigns.

"*Issuer*" means the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State.

*"Issuer Documents"* means the Financing Documents to which the Issuer is a party.

*"Issuer Fee"* means the amount of $[_____], which represents 1.5% of the par amount of the Bonds, paid by the Trustee on behalf of the Borrower to the Issuer on the Closing Date in connection with, and as consideration for, the issuance of the Bonds.

*"Land Use Restriction Agreement"* means the Land Use Restriction Agreement dated as of December 1, 2023, between the Issuer and the Borrower with respect to the Project and the Bonds.

"*Lender*" means the Illinois Facilities Fund, an Illinois not-for-profit corporation.

*"Loan"* means the loan by the Issuer to the Borrower of the proceeds received from the sale of the Bonds.

*"Loan Agreement"* means the Loan Agreement dated as of the date hereof among the Issuer, the Borrower and the Trustee, as the same may be amended, restated or supplemented from time to time.

*"Loan Payments"* means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and Section 4.01 of the Loan Agreement.

*"Local Time"* means central time (daylight or standard, as applicable) in Chicago, Illinois.

"*Mandatory Tender*" means a tender of Bonds required by Section 3.05 hereof.

*"Mandatory Tender Date"* means (a) the Initial Mandatory Tender Date and (b) if the Bonds Outstanding on the Initial Mandatory Tender Date or on any subsequent Mandatory Tender Date are remarketed pursuant to Section 3.07 hereof for a Remarketing Period that

does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

*"Maturity Date"* means _____ 1, 202_.

*"Maximum Interest Rate"* means the interest rate equal to the lesser of: (a) 12% per annum, or (b) the maximum interest rate per annum permitted by applicable State law.

*"Moody's"* means Moody's Investors Service Inc., a Delaware corporation, and its successors and assigns, or if it shall for any reason no longer perform the functions of a securities rating agency, then any other nationally recognized rating agency designated by the Borrower and acceptable to the Trustee and the Remarketing Agent.

"*Mortgage Loan*" means the mortgage loan to be made from the Lender to the Borrower in the principal amount of $4,375,000 with respect to the Project, as described and provided in the Mortgage Loan Documents.

"*Mortgage Loan Documents*" means the mortgage, mortgage note, and all other documents required by the Lender in connection with the Mortgage Loan.

*"Negative Arbitrage Account"* means the Negative Arbitrage Account of the Bond Fund created in Section 4.01 hereof.

*"Notice Address"* means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago
Department of Housing
City Hall
121 N. LaSalle Street, Room 1006
Chicago, Illinois 60602

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

and to:

City of Chicago
Department of Finance
City Hall
121 N. LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Comptroller

If to the Borrower:

New City Redevelopment Limited Partnership
c/o Celadon Partners, LLC
4707 S. Marshfield Avenue
Chicago, IL 60609
Attention: Aron Weisner

With copes to:

New City Redevelopment Limited Partnership
c/o Blackwood Development Partners, LLC
3613 S. Union Avenue
Chicago, IL 60609
Attention: Jose Duarte

And:

Applegate & Thorne-Thomsen, P.C.
425 South Financial Place, Suite 1900
Chicago, IL 60605
Attention: Nick Brunick

And:

RAH Investor 415 LLC
c/o Regions Affordable Housing
111 Great Neck Road, Suite 500
Great Neck, New York 11021

And:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
Attn: Jill H. Goldstein

And:

Regions Bank
c/o Regions Affordable Housing LLC
Associate General Counsel
111 Great Neck Road, Suite 500
Great Neck, NY 11021
Attention: Morris P. Hershman

And:

Kutak Rock, LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Richard Bonness

If to the Trustee:

Attn:

| | |
|---|---|
| If to the Remarketing Agent: | KeyBanc Capital Markets Inc.<br>88 East Broad Street, 7th Floor<br>Columbus, OH 43215<br>Attention: Sam Adams |
| If to the Construction Lender: | Regions Bank<br>c/o Regions Bank Affordable Housing LLC<br>Associate General Counsel<br>111 Great Neck Road, Suite 500<br>Great Neck, NY 11021<br>Attention: Morris P. Hershman<br><br>And:<br><br>Kutak Rock, LLP<br>1650 Farnam Street<br>Omaha, Nebraska 68102<br>Attention: Richard Bonness |
| If to the Investor Limited Partner: | RAH Investor 415 LLC<br>c/o Regions Affordable Housing LLC<br>Associate General Counsel<br>111 Great Neck Road, Suite 500<br>Great Neck, NY 11021<br>Attention: Morris P. Hershman<br><br>And:<br><br>Kutak Rock, LLP<br>1650 Farnam Street<br>Omaha, Nebraska 68102<br>Attention: Jill Goldstein |
| If to the Rating Agency: | Moody's Investors Service, Inc.<br>250 Greenwich Street, 16th Floor<br>New York, New York 10007<br>Attention: Public Finance Group – Housing Team<br>Electronic notices shall be delivered to:<br>Housing@moodys.com |

*"Notice by Mail"* or *"notice"* of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

*"Optional Redemption Date"* means (1) prior to an initial remarketing of the Bonds, [the Initial Mandatory Tender Date] and (2) prior to any remarketing of the Bonds, a new date provided to the Trustee in writing by the Borrower applicable with respect to such new Remarketing Period.

*"Ordinance"* means the ordinance adopted by the City Council of the Issuer on _____ __, 2023, authorizing the issuance, sale and delivery of the Bonds.

*"Ordinary Trustee Fees and Expenses"* means an acceptance fee in the amount of $2,500 payable on the Closing Date, and an annual fee in the amount of $5,000 ($500 of which is the Dissemination Agent Fee) payable in advance on the Closing Date and on each anniversary of the Closing Date; provided, however the amount of Ordinary Trustee Fees and Expenses payable under this Indenture is limited to money withdrawn from the Costs of Issuance Fund and the Expense Fund and the Borrower will be responsible to pay the remaining amount of the Ordinary Trustee Fees and Expenses pursuant to Section 4.4 of the Loan Agreement. In addition, all amounts due to the Trustee for Extraordinary Services of the Trustee and all Extraordinary Expenses of the Trustee will be paid directly by the Borrower pursuant to Section 4.4 of the Loan Agreement.

*"Organizational Documents"* means the Borrower's Amended and Restated Agreement of Limited Partnership dated _____, 20___ and _____.

*"Outstanding"* when used with respect to the Bonds, means all Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX hereof;

(c) Bonds paid pursuant to Section 2.03 hereof; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

*"Participant"* when used with respect to any Securities Depository means any participant of such Securities Depository.

*"Paying Agent"* or *"paying agent"* means the Trustee and its successors designated pursuant to this Indenture.

*"Person"* or *"Persons"* means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

*"Plans and Specifications"* means the plans and specifications describing the Project as now prepared and as they may be changed, revised and updated from time to time as provided in the Loan Agreement.

*"Predecessor Bond"* of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by the particular Bond. For the purposes of this definition, any Bond authenticated and delivered under Section 2.09 hereof in lieu of a lost, stolen or destroyed Bond shall, except as otherwise provided in Section 2.09, be deemed to evidence the same debt as the lost, stolen or destroyed Bond.

"*Premises*" means the 6-Story Project Site and the 3-Flat Project Site.

*"Project"* means (i) the acquisition from the City of Chicago of a parcel of land located at 1515 W. 47th Street, Chicago, Illinois (the "**6-Story Project Site**"), (ii) the construction thereon of a 6-story building with 45 units of family housing, and (iii) the construction on land located at 1635-1643 W. 47th Street, Chicago, Illinois owned by the Borrower (the "3-Flat Project Site") two 3-flat buildings with six 2-bedroom units, to be known as United Yards 1A.

*"Project Costs"* means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition and construction of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the construction of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during construction and prior to the Completion Date.

*"Project Fund"* means the Project Fund created in Section 4.01 hereof.

*"Qualified Project Costs"* means Project Costs (excluding Costs of Issuance) paid (i) after the date which is 60 days prior to the adoption of the Inducement Ordinance or (ii) prior to such date which are nevertheless eligible for reimbursement under the Code, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during construction of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided, further, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and provided still further that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), "Qualified Project Costs" shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the construction of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

*"Rating Agency"* means Moody's, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency's successors or assigns, and initially means Moody's so long as Moody's is rating the Bonds'.

*"Rating Category"* means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Eligible Investment.

*"Rebate Amount"* means the amount required to be rebated to the United States pursuant to Section 148 of the Code.

*"Rebate Analyst"* means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Issuer at the expense of the Borrower to calculate the Rebate Amount or, in the event that the Issuer fails to so select a Rebate Analyst and the Borrower fails to pay such fee one month prior to any date on which calculations are required to be made, any qualified person retained by the Trustee to calculate the Rebate Amount. The initial Rebate Analyst shall be Tiber Hudson LLC.

*"Rebate Analyst Fee"* means the fee of the Rebate Analyst in an amount to be paid from moneys in the Rebate Fund and other funds provided by the Borrower for such purpose.

*"Rebate Fund"* means the Rebate Fund created in Section 4.01 hereof.

*"Redemption Date"* means any date on which Bonds are redeemed in accordance with this Indenture, including (a) the Maturity Date, (b) the date of acceleration of the Bonds and (c) pursuant to Sections 3.01 and 3.05 hereof.

*"Register"* means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 2.10 hereof.

*"Regular Record Date"* means, with respect to any Bond, the fifteenth day of the calendar month next preceding an Interest Payment Date.

*"Rehabilitation Expenditures"* shall mean, unless otherwise provided in Section 147(d)(3) of the Code and the Regulations, any amount, whether or not financed with the net proceeds of the Bonds, that is:

(a) properly chargeable to the capital account of the Project;

(b) incurred by the Borrower, or by the seller of such building pursuant to applicable contract of sale, after the inducement date and prior to the date that is 2 years after the later of the issue date or the acquisition of such building by the Borrower;

(c) incurred for property (or additions or improvements to property) in connection with the rehabilitation of a building comprising a part of the Project and, in the case of an integrated operation contained in such a building before its acquisition by the Borrower, the rehabilitation of existing equipment in such building or the replacement of such equipment with equipment having substantially the same function; and

(d) not an expenditure described in Section 47(c)(2)(B) of the Code.

*"Remarketing Agent"* means KeyBanc Capital Markets Inc. or any successor as Remarketing Agent designated in accordance with Section 7.17 hereof.

*"Remarketing Agent's Fee"* means the fee of the Remarketing Agent for its remarketing services.

*"Remarketing Agreement"* means the Remarketing Agreement, dated as of December 1, 2023, by and between the Borrower and the Remarketing Agent, as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

*"Remarketing Date"* means the Initial Remarketing Date and, if the Bonds Outstanding on such date or on any subsequent Remarketing Date are remarketed pursuant to Section 3.07 for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

*"Remarketing Expenses"* means the costs and expenses, other than Administrative Expenses, incurred by the Trustee and its counsel, the Remarketing Agent and its counsel, the Issuer and its counsel, and Bond Counsel in connection with the remarketing of the Bonds, including bond printing and registration costs, costs of funds advanced by the Remarketing Agent, registration and filing fees, rating agency fees, the costs of any cash flow verification reports, and other costs and expenses incurred in connection with or properly attributable to the remarketing of Bonds as certified to the Trustee by the Remarketing Agent in writing.

*"Remarketing Notice Parties"* means the Borrower, the Issuer, the Trustee, the Remarketing Agent, the Investor Limited Partner, Construction Lender and the Lender.

*"Remarketing Period"* means the period beginning on a Remarketing Date and ending on the last day of the term for which Bonds are remarketed pursuant to Section 3.07 or the final Maturity Date of the Bonds, as applicable.

*"Remarketing Proceeds Account"* means the Remarketing Proceeds Account of the Bond Fund created in Section 4.01 hereof.

*"Remarketing Rate"* means the interest rate or rates established pursuant to the third paragraph of Section 2.02 and borne by the Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the final Maturity Date of the Bonds, as applicable.

*"Reserved Rights"* of the Issuer means (a) the right of the Issuer to amounts payable to it pursuant to Section 4.04 of the Loan Agreement, (b) all rights which the Issuer or its members, directors, officers, officials, agents or employees may have under this Indenture and the Financing Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its members, directors, officers, officials, agents or employees, (c) the right of the Issuer to receive notices, reports or other information, make determinations and grant approvals hereunder and under the other Financing Documents, (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the requirements of the Act or of the Issuer, and set forth in any of the Financing Documents or in any other certificate or agreement executed by the Borrower, (e) all inspection rights of the Issuer, (f) all rights of the Issuer in connection with any amendment to or modification of the Financing Documents, and (g) all enforcement remedies with respect to the foregoing.

*"Revenues"* means (a) the Loan Payments, (b) the Eligible Funds, (c) all other money received or to be received by the Trustee in respect of repayment of the Loan, including without limitation, all money and investments in the Bond Fund, (d) any money and investments in the Project Fund and the Collateral Fund, and (e) all income and profit from the investment of the

foregoing money. The term "*Revenues*" does not include any money or investments in the Rebate Fund.

"*S&P*" means S&P Global Ratings, and its successors and assigns, or if it shall for any reason no longer perform the functions of a securities rating agency, then any other nationally recognized rating agency designated by the Borrower and acceptable to the Trustee and the Remarketing Agent.

*"Securities Depository"* means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as a securities depository for the Bonds.

*"Special Funds"* means, collectively, the Bond Fund, the Project Fund and the Collateral Fund, and any accounts therein, all as created in this Indenture.

*"Special Record Date"* means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest or principal on the Bonds pursuant to Section 2.03 hereof.

*"State"* means the State of Illinois.

*"Subordinate Lender"* means, collectively, the TIF Lender and the CRP Lender.

*"Subordinate Loan"* means, collectively, the TIF Loan and the CRP Loan.

*"Supplemental Indenture"* means a supplement to this Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof.

*"Tax Compliance Agreement"* means the Arbitrage and Tax Compliance Agreement, dated the Closing Date, between the Borrower and the Issuer relating to the Bonds.

*"Tendered Bond"* means any Bond which has been tendered for purchase pursuant to a Mandatory Tender.

"*TIF Loan*" means the loan made from the TIF Lender to the Borrower in the principal amount of $14,500,000.

"*TIF Lender*" means Celadon Construction Corporation NFP.

*"Trust Estate"* means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Indenture.

*"Trustee"* means _____, a[n] _____, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter, "Trustee" shall mean the successor Trustee.

*"Undelivered Bond"* means any Bond that is required under this Indenture to be delivered to the Remarketing Agent or the Trustee for purchase on a Mandatory Tender Date but that has not been received on the date such Bond is required to be so delivered.

*"Underwriter"* means KeyBanc Capital Markets Inc.

**Section 1.02 Interpretation.** Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

## ARTICLE 2
## THE BONDS

**Section 2.01 Issuance of Bonds.** The Bonds shall be issued in the aggregate principal amount of $[22,500,000]; shall be designated "Multi-Family Housing Revenue Bonds (United Yards 1A Project) Series 2023"; and shall be in the Authorized Denominations requested by the Holder *(provided, however,* that each Bond shall have only one principal maturity date, unless the Trustee shall be directed in writing to authenticate and deliver a Bond of more than one maturity). Unless the Issuer shall otherwise direct the Trustee in writing, the Bonds shall be numbered consecutively from R-1 upwards.

Each Bond shall be (i) substantially in the form attached as *Exhibit A* to this Indenture, (ii) dated December __, 2023, (iii) issued only as a fully registered bond, and, except as provided in Section 2.10 hereof, the Holder of a Bond shall be regarded as the absolute owner thereof for all purposes of this Indenture.

**Section 2.02 Maturity and Interest.** The Bonds shall bear interest on the principal amount Outstanding from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or provided for, from their date of initial delivery, payable on each Interest Payment Date. The Bonds shall bear interest for each Interest Period at the Interest Rate all as more specifically set forth hereinafter. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on the Maturity Date, subject to prior redemption as set forth in Section 3.01 hereof and subject to Mandatory Tender for purchase as set forth in Section 3.05 hereof.

From the date of their initial delivery to, but not including, the Initial Mandatory Tender Date, the interest rate on the Bonds shall be the Initial Interest Rate. On the Initial Mandatory Tender Date, the Bonds shall be subject to Mandatory Tender pursuant to the provisions set forth in Section 3.05 hereof. If insufficient funds are available to pay the purchase price on the Bonds following such Mandatory Tender on the Initial Mandatory Tender Date, the Bonds shall be redeemed in accordance with the provisions of Section 3.01(c) hereof.

The Remarketing Agent shall establish the interest rate on the Bonds Outstanding for each Remarketing Period at the Remarketing Rate in accordance with this Section 2.02. Not less than ten (10) Business Days preceding each Remarketing Date, the Remarketing Agent, taking into consideration prevailing market conditions, shall, using its best professional judgment, determine the minimum rate(s) of interest which, if borne by the Bonds then Outstanding for the Remarketing Period specified by the Remarketing Agent at the direction of the Borrower as provided in Section 3.05 hereof, would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds that would not exceed the Maximum Interest Rate. The rate of interest determined in accordance with the previous sentence shall be the Remarketing Rate for the specified Remarketing Period; provided that if the rate of interest so determined for such period would exceed the Maximum Interest Rate, the Bonds Outstanding shall be remarketed for the longest Remarketing Period for which the

minimum rate of interest that would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds would not exceed the Maximum Interest Rate. Notwithstanding the foregoing, if the rate of interest so determined for any Remarketing Period would exceed the Maximum Interest Rate, the Bonds Outstanding shall not be remarketed and shall be redeemed from funds available to pay the tender price thereof in accordance with Section 3.05(e) hereof.

The Remarketing Agent shall, upon determination of the Remarketing Rate and Remarketing Period, immediately (and in no event later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate and the Remarketing Period) give notice of its determination by telephone or electronic mail, promptly confirmed in writing, to the Trustee, the Issuer and the Borrower. The Remarketing Rate and the Remarketing Period shall be conclusive and binding upon actual receipt thereof by the Trustee, the Issuer, the Borrower and the Holders for the purposes of this Indenture.

**Section 2.03 Payment and Ownership of Bonds**. To the extent provided in and except as otherwise permitted by this Indenture, the Bonds shall be special limited obligations of the Issuer and the Bond Service Charges thereon shall be payable equally and ratably solely from and secured solely by (a) the Revenues, including but not limited to money and investments in the Special Funds, (b) the assignment of Revenues hereunder and by this Indenture, and (c) the Trust Estate. Notwithstanding anything herein contained to the contrary, any obligation which the Issuer may incur under this Indenture or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Issuer but shall be a limited obligation payable solely from amounts assigned to the Trustee pursuant to this Indenture.

Bond Service Charges shall be payable in lawful money of the United States of America without deduction for the services of the Trustee. Subject to the provisions of Section 2.12 hereof, (a) the principal of any Bond shall be payable when due to a Holder by the Trustee, and (b) interest on any Bond shall be paid on each Interest Payment Date by check which the Trustee shall cause to be mailed on that date to the Person in whose name the Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date applicable to that Interest Payment Date on the Register at the address appearing therein.

If and to the extent, however, that the Issuer shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the Person who was the Holder of that Bond (or of one or more Predecessor Bonds) as of the applicable Regular Record Date. In that event, except as provided below in this Section, when money becomes available for payment of the interest, (a) the Trustee shall, pursuant to Section 6.06(d) hereof, establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and (b) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first-class mail, postage prepaid, to each Holder at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date and, thereafter, the interest shall be payable to the Persons who are the Holders of the Bonds (or their respective Predecessor Bonds) at the close of business on the Special Record Date.

Subject to the foregoing, each Bond delivered under this Indenture upon transfer thereof, or in exchange for or in replacement of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on that Bond, or which were carried by that Bond.

Except as provided in this Section and Section 2.09 hereof, (a) the Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of this Indenture, (b) payment of or on account of the Bond Service Charges on any Bond shall be made only to or upon the order of that Holder or its duly authorized attorney in the manner permitted by this Indenture, and (c) neither the Issuer nor the Trustee shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest thereon, to the extent of the amount or amounts so paid. Notwithstanding anything to the contrary herein or in any of the Bond Documents, the Trustee is authorized to use funds on deposit in the Special Funds, as and when provided, to pay principal and interest on the Bonds when due.

**Section 2.04 Restriction on Issuance of Bonds.** No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Section 2.09 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

**Section 2.05 Limited Obligations.** The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. None of the Issuer, the State or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

**Section 2.06 Indenture Constitutes Contract.** In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

**Section 2.07 Execution.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

**Section 2.08 Authentication.** Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as attached **Exhibit A** duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with indemnity reasonably satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the Trustee shall, upon the written direction of the Issuer, pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

**Section 2.10 Transfer and Exchange of Bonds; Persons Treated as Holders.** The Trustee as Registrar shall cause a bond register (herein sometimes referred to as the "Bond Register") to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his or her duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged. In the event of a partial redemption of a Bond, the Trustee shall authenticate and deliver to the Owner thereof a new Bond of like date, interest rate, maturity and denomination as the partially redeemed Bond in the amount of the unredeemed principal thereof.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

**Section 2.11 Cancellation and Disposition of Bonds.** Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.09, shall be cancelled upon surrender thereof to the Trustee. Evidence of such surrender and cancellation shall be provided to the Issuer by the Trustee, if requested in writing. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be disposed of by the Trustee in accordance with its retention policy then in effect and evidence of such disposition shall be provided by the Trustee to the Issuer, if requested in writing.

**Section 2.12 Book-Entry Provisions.** The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the Trustee written notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the Issuer nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* The Issuer may, and in the case of subparagraph (ii) or (iii) below shall, discontinue use of a Securities Depository

as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clauses (i), (ii) or (iii) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent written notice provided 10 business days prior to the next applicable Regular Record Date). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the Issuer and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the Issuer or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

**Section 2.13 Delivery of the Bonds.** (a) Upon execution and delivery of this Indenture, and satisfaction of the conditions established by the Issuer in the Ordinance and in the Bond Purchase Agreement for delivery of the Bonds, the Issuer shall execute the Bonds and deliver them to the Trustee with written directions to authenticate them.

(b) The Trustee shall authenticate and deliver the Bonds as provided in this Indenture, but only upon the receipt of the following:

(i) An order of the Issuer directing the Trustee to authenticate and deliver the Bonds (a form of which is attached hereto as **Exhibit A**) against receipt of the initial purchase price therefor;

(ii) A certified copy of the Ordinance;

(iii) Executed counterparts (or electronic copies thereof) of this Indenture and the other Financing Documents specifically listed in the definition of Financing Documents;

(iv) An opinion of Counsel to the Issuer addressed to the Trustee to the effect that the Bonds have been duly authorized, executed and delivered and that the Bond Documents have been duly executed and delivered by the Issuer and constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally and, with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose;

(v) Opinions of Co-Bond Counsel addressed to the [Trustee], substantially to the effect that this Indenture and the Bonds constitute legal, valid and binding obligations of the Issuer, subject to customary exceptions relating to bankruptcy and insolvency, and to the further effect that the interest on the Bonds is excludable from the gross income of the holders thereof for federal income tax purposes under existing law, subject to customary exceptions and this Indenture creates a lien on the Trust Estate;

(vi) An opinion of counsel for the Borrower addressed to the Trustee and the Underwriter to the effect that the Borrower Documents have been duly authorized, executed and delivered by the Borrower and are legal, valid and binding agreements of the Borrower in accordance with their respective terms subject to customary qualifications and exceptions;

(vii) Funds the Trustee is required to receive for deposit pursuant to Section 4.02 hereof;

(viii) Reimbursement of all fees and expenses due to Trustee hereunder;

(ix) A request and authorization signed by an Authorized Issuer Representative authorizing the Trustee to authenticate and to deliver the Bonds to the Underwriter upon payment to the Trustee for the account of the Issuer of the amount specified in such request and authorization plus accrued interest, if any, thereon to the date of delivery;

(x) Evidence in writing of recordation of the Land Use Restriction Agreement (which may be in the form of a title company certified copy); and

(xi) Any other documents or opinions which the Trustee, the Issuer or Co-Bond Counsel may reasonably require, which requirement shall be deemed to be satisfied upon the delivery of the Opinions of Co-Bond Counsel.

**Section 2.14 Special Agreement with Holders**. Notwithstanding any provision of this Indenture or of any Bond to the contrary, with the written approval of the Borrower, the Trustee may but shall not be obligated to, enter into an agreement with any Holder providing for making all payments to that Holder of principal of and interest on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided in this Indenture and in the Bond, without presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee and the Borrower; provided, that payment in any event shall be made to the Person in whose name a Bond shall be registered on the Register, with respect to payment of principal, on the date such principal is due, and, with respect to the payment of interest, as of the applicable Regular Record Date or Special Record Date, as the case may be.

The Trustee will furnish a copy of each of those agreements, certified to be an accurate copy by an officer of the Trustee, to the Issuer and the Borrower. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Indenture.

**Section 2.15 CUSIP Numbers**. The Issuer in issuing the Bonds may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that the Trustee shall have no liability for any defect in the "CUSIP" numbers as they appear on any Bond, notice or elsewhere, and, *provided further* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

## ARTICLE 3
## REDEMPTION OF BONDS

**Section 3.01 Redemption of Bonds**. The Bonds are subject to redemption prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with a copy to Investor Limited Partner and Construction Lender) on the Initial Remarketing Date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable Redemption Date given to the Trustee at least five (5) Business Days prior to the Initial Remarketing Date or the optional redemption date, as applicable. After the Initial Remarketing Date, the Borrower, in consultation with the Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower (with a copy to Investor Limited Partner and Construction Lender) on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date. Notwithstanding

the foregoing, no optional redemption may occur before the latest to occur of: (i) the day after the date the Project is placed in service, (ii) the Optional Redemption Date, or (iii) the date the Investor Limited Partner has received a certification that the low-income housing tax credit 50% test has been met.

(b) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100% of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in this Indenture have not been met by the dates and times set forth in Section 3.07(b) or Section 3.07(d) hereof, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (I) amounts on deposit in the Collateral Fund, (II) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (III) amounts on deposit in the Project Fund, and (IV) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(c) Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Remarketing Agent given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date and the call for redemption shall be cancelled. The purchase price of Bonds so purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and any prepayment fee, if due, and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

**Section 3.02 Partial Redemption.** In the case of a partial redemption of Bonds when Bonds of denominations greater than $5,000 are then Outstanding, each $5,000 unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all of the $5,000 units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a $5,000 unit or units, the Holder of that Bond shall surrender the Bond to the Trustee (a) for payment of the redemption price of the $5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of the same series, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

If less than all of an Outstanding Bond of one maturity in a Book-Entry System is to be called for redemption, the Trustee shall give notice to the Depository or the nominee of the Depository that is the Holder of such Bond, and the selection of the Beneficial Ownership Interests in that Bond to be redeemed shall be at the sole discretion of the Depository and its participants.

**Section 3.03 Notice of Redemption**. Unless waived by any Holder of Bonds to be redeemed, official written notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail, postage prepaid, to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Register at the opening of business on the fifth day prior to such mailing, not less than 20 days nor more than 30 days prior to the date fixed for redemption. With respect to a mandatory redemption pursuant to Section 3.01(b), the Notice of Mandatory Tender provided to Holders pursuant to Section 3.06 shall serve as the notice of redemption required by this Section 3.03 and no further notice of redemption will be required to the Holders. A second written notice of redemption shall be given by the Trustee on behalf of the Issuer, as soon as practicable, by first-class mail to the Holder of each Bond which has been so called for redemption (in whole or in part) but has not been presented and surrendered to the Trustee within 30 days following the date fixed for redemption of that Bond.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the redemption price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Designated Office of the Trustee, and;

(f) that the notice of redemption is conditioned upon there being deposited with the Trustee on or prior to the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed and, in the case of any redemption premium on Bonds, that there be on deposit Eligible Funds sufficient to pay such redemption premium; and

(g) such other information as the Trustee deems advisable.

Notices of redemption shall be revocable in the event that there is not on deposit with the Trustee by 10:00 a.m. Central time on the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed or, in the case of any redemption premium on Bonds, there is not on deposit Eligible Funds sufficient to pay such redemption premium.

If the Bonds are not then held in a Book-Entry System, in addition to the foregoing notice, further written notice shall be given by the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds

being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information deemed necessary in the sole discretion of the Trustee to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least 15 days before the redemption date by electronic mail, registered or certified mail or overnight delivery service to the Electronic Municipal Market Access ("**EMMA**") or if EMMA is not in existence, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number (if any) identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to receive notice by mailing or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

Notice of any redemption hereunder with respect to Bonds held under a Book-Entry System shall be given by the Trustee on behalf of the Issuer only to the Depository, or its nominee, as the Holder of such Bonds. Selection of Beneficial Ownership Interests in the Bonds called for redemption is the responsibility of the Depository and any failure of such Depository to notify the Beneficial Owners of any such notice and its contents or effect will not affect the validity of such notice of any proceedings for the redemption of such Bonds.

**Section 3.04 Payment of Redeemed Bonds.** Notice of Redemption having been given in the manner provided in this Article III, the Bonds and portions thereof called for redemption shall become due and payable on the Redemption Date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, including interest accrued to the Redemption Date.

Upon the payment of the price of Bonds being redeemed or prepaid, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed or prepaid with the proceeds of such check or other transfer.

If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the Redemption Date, is held by the Trustee on the Redemption Date, so as to be available therefor on that date and if notice of redemption has been deposited in the mail as aforesaid, then from and after the Redemption Date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If such money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

All money deposited in the Bond Fund and held by the Trustee for the redemption, purchase or prepayment of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds.

**Section 3.05 Mandatory Tender**

(a) Mandatory Tender for Purchase. All Outstanding Bonds shall be subject to Mandatory Tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by check, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

(b) Mandatory Tender Dates. The Mandatory Tender Dates shall consist of (i) the Initial Mandatory Tender Date and (ii) any subsequent dates for mandatory tender of the Bonds established in writing by the Borrower with the written consent of the Remarketing Agent in connection with a remarketing of the Bonds pursuant to Section 3.07 hereof.

(c) Holding of Tendered Bonds. While tendered Bonds are in the custody of the Trustee pending purchase pursuant hereto, the tendering Holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Bonds through the day preceding the applicable Mandatory Tender Date is to be paid as if such Bonds had not been tendered for purchase.

(d) Effect of Prior Redemption. Notwithstanding anything herein to the contrary, any Bond tendered under this Section 3.05 will not be purchased if such Bond matures or is redeemed on or prior to the applicable Mandatory Tender Date.

(e) Purchase of Tendered Bonds. The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. Local Time on the Mandatory Tender Date in the following priority: (i) amounts deposited in the Remarketing Proceeds Account, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase; (ii) amounts on deposit in the Collateral Fund, to pay the principal amount of Bonds tendered for purchase; (iii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund to pay the accrued interest, if any, on Bonds tendered for purchase; (iv) amounts on deposit in the Project Fund; and (v) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(f) Undelivered Bonds. Bonds shall be deemed to have been tendered for purposes of this Section 3.05 whether or not the Holders shall have delivered such Undelivered Bonds to the Trustee, and subject to the right of the Holders of such Undelivered Bonds to receive the purchase price of such Bonds on the Mandatory Tender Date, such Undelivered Bonds shall be null and void. If such Undelivered Bonds are to be remarketed, the Trustee shall authenticate and deliver new Bonds in replacement thereof pursuant to the remarketing of such Undelivered Bonds.

**Section 3.06 Mandatory Tender Notice**

(a) Notice to Holders. Not less than 30 days preceding a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, give written notice of mandatory tender to the Holders of the Bonds then Outstanding (with a copy to the Borrower, the Managing Member, the General Partner and the Remarketing Agent) by Electronic

Means or by first class mail, postage prepaid, at their respective addresses appearing on the Register stating:

(i) the Mandatory Tender Date and that (A) all Outstanding Bonds are subject to Mandatory Tender for purchase on the Mandatory Tender Date, (B) all Outstanding Bonds must be tendered for purchase no later than 12:00 Noon, Local Time, on the Mandatory Tender Date and (C) Holders will not have the right to elect to retain their Bonds;

(ii) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for purchase;

(iii) that all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to, but not including, the Mandatory Tender Date; and

(iv) that any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date.

(b) Second Notice. In the event that any Bond required to be delivered to the Trustee for payment of the purchase price of such Bond shall not have been delivered to the Trustee on or before the 30th day following a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, mail a second notice to the Holder of the Bond at its address as shown on the Register setting forth the requirements set forth in this Indenture for delivery of the Bond to the Trustee and stating that delivery of the Bond to the Trustee (or compliance with the provisions of this Indenture concerning payment of lost, stolen or destroyed Bonds) must be accomplished as a condition to payment of the purchase price or redemption price applicable to the Bond.

(c) Failure to Give Notice. Neither failure to give or receive any notice described in this Section 3.06, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this Section 3.06.

**Section 3.07 Remarketing of Bonds**

(a) Notice of Mandatory Tender. No later than 11:00 a.m. Local Time on the 30th day prior to each Mandatory Tender Date, the Trustee shall give notice to the Borrower, the Managing Member and the Remarketing Agent by telephone or electronic mail, confirmed on the same day in writing, which states the aggregate principal amount of Bonds which are to be tendered or deemed to be tendered pursuant to Section 3.05 hereof, which shall be all Outstanding Bonds.

(b) Preliminary Conditions to Remarketing. No later than 11:00 a.m. Local Time on the 15th day prior to the Mandatory Tender Date then in effect, the Borrower may give notice to the Remarketing Notice Parties by telephone or electronic mail, confirmed on the same day in writing, that it elects to cause the Bonds to be remarketed. A remarketing of the Bonds shall be permitted only if the following conditions are satisfied no later than the time the foregoing election notice is given:

(i) Written notice by the Borrower to the Remarketing Notice Parties of the Remarketing Period pursuant to Section 3.10 of the Loan Agreement, which period shall be approved in writing by the Remarketing Agent;

(ii) Delivery to the Trustee, the Rating Agency, and the Remarketing Agent of a written preliminary Cash Flow Projection with respect to the proposed Remarketing Period; and

(iii) The Borrower shall have notified the Issuer and the Trustee in writing that it has approved as to form and substance any disclosure document or offering materials which, in the Opinion of Counsel to the Remarketing Agent addressed to the Issuer and the Trustee, is necessary to be used in connection with the remarketing of the Outstanding Bonds.

(c) Remarketing. Not less than 10 days before each Remarketing Date, the Remarketing Agent shall offer for sale and use its best efforts to sell the Bonds Outstanding on the Remarketing Date at a price equal to 100% of the principal amount of such Bonds plus, if such Remarketing Date is a date other than an Interest Payment Date, accrued interest on such Bonds from the preceding Interest Payment Date to which interest has been paid. No later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate, the Remarketing Agent shall give notice, by telephone or electronic mail, promptly confirmed in writing, to the Remarketing Notice Parties specifying the principal amount of Bonds, if any, it has remarketed (including Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account), the Remarketing Rate(s) and the Remarketing Period applicable to the Bonds.

The Remarketing Agent shall have the right to remarket the Bonds tendered pursuant to Section 3.05 hereof; provided, however, that no Bonds shall be remarketed at a price less than 100% of the principal amount thereof plus accrued interest (if any) without the prior written consent of the Borrower; and provided, further, that the purchase price of any Bond paid to the tendering Holder shall be paid with Eligible Funds made available therefor and on deposit with the Trustee prior to the remarketing of such Bonds. The Remarketing Agent shall have the right to purchase any Bond tendered or deemed tendered pursuant to Section 3.05 hereof at 100% of the principal amount thereof, and to thereafter sell such Bond. Any such purchase shall constitute a remarketing hereunder.

The Remarketing Agent shall not remarket any Bond to the Issuer, the Borrower, any guarantor of the Bonds or any person which is an "insider" of the Issuer, the Borrower, or any such guarantor within the meaning of the Bankruptcy Code.

(d) Final Conditions to Remarketing.

(i) If, not less than four (4) Business Days preceding the Remarketing Date:

(1) the Remarketing Agent shall have notified the Trustee in writing of the remarketing of the Outstanding Bonds and that the proceeds from the remarketing (including proceeds of remarketing of Outstanding Bonds to be purchased by the

Remarketing Agent on the Remarketing Date for its own account) or other funds equal to the amount needed to purchase the remarketed Bonds on the Remarketing Date are expected to be available to the Trustee on the Remarketing Date for deposit into the Remarketing Proceeds Account; and

(2) the Trustee and the Issuer shall have received written notice from the Remarketing Agent that the Rating Agency shall have received and approved a Cash Flow Projection based on the interest rate(s) to be in effect with respect to the Outstanding Bonds on and after the applicable Remarketing Date;

(3) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the Extension Payment set forth in the Cash Flow Projection for deposit (A) to the Negative Arbitrage Account of the Bond Fund with respect to the payment of Bond Service Charges during the new Remarketing Period and (B) to the Expense Fund with respect to the payment of Administrative Expenses during the new Remarketing Period;

(4) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the estimated Remarketing Expenses for deposit in the Expense Fund, or provision for the payment of the estimated Remarketing Expenses shall have been made to the satisfaction of the Trustee and the Remarketing Agent; and

(5) the Trustee shall have received written notice from the Remarketing Agent that the Remarketing Agent has received written confirmation from the Rating Agency that the then current rating assigned to the Outstanding Bonds will continue to be effective on the Remarketing Date.

then the Trustee shall immediately give notice, by telephone or electronic mail, which notice shall be immediately confirmed in writing, to the Remarketing Agent, the Borrower, the Construction Lender and the Investor Limited Partner that (a) all conditions precedent to the remarketing of the Outstanding Bonds have been satisfied and (b) the sale and settlement of the Outstanding Bonds is expected to occur on the Mandatory Tender Date. Following the Trustee's notice, the Outstanding Bonds shall be sold to the purchasers identified by the Remarketing Agent for delivery and settlement on the Mandatory Tender Date, and the Trustee shall apply (i) the funds in the Remarketing Proceeds Account of the Bond Fund on the Remarketing Date to payment of the purchase price of the Outstanding Bonds and (ii) the funds in the Expense Fund to payment of the Remarketing Expenses.

(e) Failure to Satisfy Final Conditions. If not less than four (4) Business Days preceding a Mandatory Tender Date, any condition set forth in paragraph (d) of this Section 3.07 has not been satisfied then the Remarketing Agent shall not sell any of the Outstanding Bonds on the Remarketing Date and the Trustee shall cancel all Outstanding Bonds pursuant to Section 3.08 hereof.

(f) Remarketing Proceeds. No later than 11:00 a.m. Local Time on each Mandatory Tender Date, the Remarketing Agent shall either (i) pay to the Trustee, in immediately available funds, the proceeds theretofore received by the Remarketing Agent from the remarketing of Bonds tendered for purchase on such Mandatory Tender Date or (ii) cause to be paid to the Trustee by the purchasers of the remarketed Bonds the purchase price plus accrued interest (if any) in immediately available funds. The proceeds from the remarketing of the Bonds shall be deposited in the Remarketing Proceeds Account, segregated from any funds of the Borrower and the Issuer and shall in no case be considered to be or be assets of the Borrower or the Issuer. Funds representing remarketing proceeds received by the Remarketing Agent after 11:00 a.m. Local Time on each Mandatory Tender Date shall be paid to the Trustee as soon as practicable upon such receipt.

(g) Delivery of Purchased Bonds. On or before the Business Day next preceding each Mandatory Tender Date, the Remarketing Agent, by telephonic advice or electronic mail, shall notify the Trustee of (i) the principal amount of Bonds to be sold by the Remarketing Agent pursuant to Section 3.07 hereof and the purchase price, and, unless the Bonds are then in the Book-Entry System, the names, addresses and social security numbers or other tax identification numbers of the proposed purchasers thereof and (ii) the principal amount of Bonds tendered for purchase on such Mandatory Tender Date which will not be sold by the Remarketing Agent pursuant to Section 3.07 hereof. Such telephonic advice shall be confirmed by written notice delivered or electronically communicated at the same time as the telephonic advice.

Bonds purchased by the Trustee on a Mandatory Tender Date that have been remarketed shall be delivered to the purchasers thereof as directed in writing by the Remarketing Agent. Bonds delivered as provided in this Section shall be registered in the manner directed in writing by the recipient thereof.

**Section 3.08 Cancellation of Bonds**. The Trustee shall immediately cancel Bonds if the tender price of the Bonds is paid from amounts other than proceeds derived from the remarketing of the Bond.

## ARTICLE 4
## FUNDS; INVESTMENTS

**Section 4.01 Establishment of Funds.** The following funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

(a) the Bond Fund, and therein the Negative Arbitrage Account and the Remarketing Proceeds Account (but only at such times as money is to be deposited or held in such Accounts as provided in this Indenture);

(b) Project Fund;

(c) Costs of Issuance Fund;

(d) Collateral Fund;

(e) Rebate Fund; and

(f) Expense Fund.

Each fund and account therein shall be maintained by the Trustee as a separate and distinct trust fund or account to be held, managed, invested, disbursed and administered as provided in this Indenture. All money deposited in the funds and accounts created hereunder shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and account, and all disbursements therefrom, in accordance with its general practices and procedures in effect from time to time. The Trustee may also terminate funds and accounts that are no longer needed.

The Trustee shall, at the written direction of an Authorized Borrower Representative and may, in its discretion, establish such additional accounts within any fund, and subaccounts within any of the accounts, as the Issuer (as requested in writing) or the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that fund and its accounts, or for the purpose of complying with the requirements of the Code, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the Special Funds or the Rebate Fund, or result in commingling of funds not permitted hereunder.

**Section 4.02 Application of Bond Proceeds**

(a) The proceeds of the Bonds in the amount of $[_____] shall be allocated, deposited or delivered by the Trustee to the Project Fund.

(b) On the Closing Date, the Trustee shall receive the Initial Borrower Deposit from or on behalf of the Borrower, which the Trustee shall deposit to the Costs of Issuance Fund.

(c) On the Closing Date, the Trustee shall deposit Eligible Funds in the amount of [$0] for deposit to the Negative Arbitrage Account of the Bond Fund.

**Section 4.03 Bond Fund**

On the Closing Date, no amount is expected to be deposited in the Negative Arbitrage Account of the Bond Fund. The portion of any Extension Payment received by the Trustee in connection with a remarketing of the Bonds designated for the payment of Bond Service Charges will also be deposited in the Negative Arbitrage Account.

So long as there are any Outstanding Bonds, to the extent the Borrower has not received a credit against Loan Payments, all Loan Payments under the Loan Agreement shall be paid on or before each Interest Payment Date directly to the Trustee, and deposited in the Bond Fund, in at least the amount necessary to pay the Bond Service Charges due on the Bonds on such Interest Payment Date.

The Bond Fund (and accounts therein for which provision is made in this Indenture) and the money and Eligible Investments therein shall be used solely and exclusively for the payment of Bond Service Charges as they become due.

Bond Service Charges shall be payable, as they become due, in the following order: (a) from money on deposit in the Bond Fund (excluding the Negative Arbitrage Account therein), (b)

next from money on deposit in the Negative Arbitrage Account of the Bond Fund, (c) next from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund, and (d) thereafter, from money on deposit in the Project Fund and transferred as necessary to the Bond Fund.

Upon receipt by the Trustee of a Cash Flow Projection provided on behalf of the Borrower, the Trustee is hereby authorized to release from the Negative Arbitrage Account the amount set forth in the Cash Flow Projection to be released to or at the written direction of the Borrower from such account.

**Section 4.04 Project Fund**

(a) Money in the Project Fund shall be disbursed in accordance with the provisions of this Section 4.04 and Section 3.06 of the Loan Agreement. Upon the deposit of Eligible Funds in the Collateral Fund as provided in Section 4.06 hereof, and subject to the provisions of this Section 4.04, the Trustee shall disburse the Bond proceeds on deposit in the Project Fund, to the Borrower, for use by the Borrower to pay Costs of the Project in accordance with Section 3.06 of the Loan Agreement. Promptly upon the receipt of such Eligible Funds, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund, or, if the Trustee is unable for any reason to make such disbursement, the Trustee shall return such Eligible Funds to the party that provided them. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested in writing by the Issuer, the General Partner, or the Borrower, after the Project has been completed and a Completion Certificate is filed as provided in Section 4.07 hereof, the Trustee shall provide copies of the records pertaining to the Project Fund and disbursements therefrom to the Issuer and the Borrower and the General Partner. The Trustee shall satisfy this obligation by providing statements for all periods in which there are funds in the Project Fund.

(b) Notwithstanding any provision of the Loan Agreement or any other provision of this Indenture to the contrary, the Trustee shall not disburse money from the Project Fund, other than to pay Bond Service Charges on the Bonds, unless and until Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited in the Collateral Fund. Prior to making any disbursement (except to the extent necessary to pay Bond Service Charges), the Trustee shall determine that the aggregate principal amount that will be held in (i) the Collateral Fund and (ii) the Project Fund, after the anticipated disbursement, is at least equal to the then-Outstanding principal amount of the Bonds, provided, however, to the extent money on deposit in the Project Fund is invested in Eligible Investments, the Trustee is hereby authorized to make the following allocations and exchanges, which allocations and exchanges shall occur prior to the disbursement of amounts on deposit in the Project Fund to pay Project Costs: (A) allocate all or a portion of the Eligible Investments in the Project Fund, in the amount specified in the request for disbursement, to the Collateral Fund and (B) transfer a like amount from the Collateral Fund to the Project Fund. To the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund or the Collateral Fund, the Trustee shall transfer from the Project Fund to the Bond Fund sufficient money to pay Bond Service Charges on each Interest Payment Date without further written direction. Except to the extent proceeds of the Bonds might be used to pay Bond Service Charges, as described in the previous sentence, Bond Proceeds on deposit in the Project Fund shall only be used to fund Costs of the Project.

(c) On any Redemption Date, the Trustee shall transfer any amounts then on deposit in the Project Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

(d) Upon obtaining actual knowledge of the occurrence and continuance of an Event of Default hereunder because of which the principal amount of the Bonds has been declared to be due and immediately payable pursuant to Section 6.02 hereof, any money remaining in the Project Fund shall be promptly transferred by the Trustee to the Bond Fund.

**Section 4.05 Costs of Issuance Fund**

Amounts on deposit in the Costs of Issuance Fund shall be used by the Trustee to pay costs of issuance as directed in writing by the Borrower. Any amounts remaining on deposit in the Costs of Issuance Fund 30 days after the Closing Date shall be promptly returned to the Borrower or disbursed at the written direction of the Borrower.

**Section 4.06 Collateral Fund**

The Trustee shall deposit into the Collateral Fund all Eligible Funds received pursuant to Section 4.02 of the Loan Agreement and any other Eligible Funds received by the Trustee for deposit into the Collateral Fund. Section 4.02 of the Loan Agreement requires the Borrower to provide written direction to the provider of such Eligible Funds to deliver or cause to be delivered the Eligible Funds, or to otherwise cause to be delivered Eligible Funds from any other source, to the Trustee for deposit into the Collateral Fund in an amount equal to, and as a prerequisite to the disbursement of, the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Costs of the Project.

The Trustee shall transfer money in the Collateral Fund as follows: (a) on each Bond Payment Date, to the Bond Fund the amount necessary to pay Bond Service Charges on the Bonds on such Bond Payment Date (to the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund); (b) on the Mandatory Tender Date, to the Bond Fund, the amount necessary to pay the purchase price of the Bonds, to the extent the Bonds are not remarketed on any Mandatory Tender Date or amounts on deposit in the Remarketing Proceeds Account of the Bond Fund are insufficient therefor; and (c) on the Maturity Date of the Bonds, to the Bond Fund the amount necessary to pay all amounts due on the Bonds on such date.

On any Redemption Date, the Trustee shall transfer all amounts then on deposit in the Collateral Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

Amounts on deposit in the Collateral Fund in excess of the amount required to pay Bond Service Charges after payment in full of the Bonds shall be transferred to the Borrower.

The Bonds shall not be, and shall not be deemed to be, paid or prepaid by reason of any deposit into the Collateral Fund unless and until the amount on deposit in the Collateral Fund is transferred to the Bond Fund and applied to the payment of the principal of any of the Bonds, the principal component of the redemption price of any of the Bonds or the principal component of the tender price of any of the Bonds, all as provided in this Indenture.

Each deposit into the Collateral Fund shall constitute an irrevocable deposit solely for the benefit of the Holders, subject to the provisions hereof.

**Section 4.07 Completion of the Project**

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by Section 3.09 of the Loan Agreement, the form of which is attached as Exhibit C thereto. As soon as practicable after the filing with the Trustee of the Completion Certificate, any balance remaining in the Project Fund (other than the amounts retained by the Trustee as described in the Completion Certificate) shall be deposited or applied in accordance with the written direction of the Authorized Borrower Representative pursuant to Section 3.06 of the Loan Agreement, subject to Section 10.12 hereof.

**Section 4.08 Expense Fund**

The portion of any Extension Payment received by the Trustee in connection with an extension of the Mandatory Tender Date pursuant to Section 3.07 hereof designated for the payment of Administrative Expenses shall be deposited in the Expense Fund. The Trustee shall apply money on deposit in the Expense Fund solely for the following purposes, on the dates specified below, in the following order of priority:

(a) to transfer money to the Rebate Fund to the extent necessary to pay the Rebate Amount (if any) pursuant to Section 4.09 hereof;

(b) to pay the Ordinary Trustee's Fees and Expenses when due;

(c) to pay the Issuer Fee and the City Administrative Fee when due;

(d) to pay the Dissemination Agent Fee when due; and

(e) to pay the costs associated with the remarketing of the Bonds on the Initial Mandatory Tender Date.

To the extent money in the Expense Fund is not sufficient to pay the foregoing fees and expenses, such deficiency shall be paid by the Borrower pursuant to Section 4.04 of the Loan Agreement immediately upon written demand by the Trustee.

**Section 4.09 Rebate Fund**

Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

The Trustee shall, at the cost and expense of the Borrower, furnish to the Issuer, the Borrower and the General Partner all information reasonably requested in writing by the Issuer, the Borrower or the General Partner with respect to the Bonds and investments of the Funds and accounts maintained by the Trustee hereunder. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Tax Compliance Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other Person, including, without limitation, the Bondholders and the Issuer. The requirements of

this Section 4.09 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "**Regulations**") and shall apply except to the extent the Trustee and the Issuer are furnished with an opinion of Co-Bond Counsel or other evidence satisfactory to the Trustee and the Issuer that the Regulations contain an applicable exception. The Trustee shall make all payments under the written direction of the Borrower or Rebate Analyst on their behalf.

Promptly at the end of each five-year period after the dated date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably request in writing. If so requested in writing by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower, or the Rebate Analyst on their behalf, pursuant to the Tax Compliance Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such Funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 4.09 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent records of all calculations performed by the rebate analyst are furnished to it in writing, will retain such records until six (6) years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Loan Agreement to the extent amounts provided hereunder and available in the Rebate Fund are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Tax Compliance Agreement, the Trustee shall, at the cost and expense of the Borrower, make available to the Borrower and the Issuer during normal business hours all written information in the Trustee's control which is requested in writing by the Borrower in connection with such computations.

### Section 4.10 Investment of Special Funds and Rebate Fund

Except as otherwise set forth in this Section, money in the Special Funds and the Rebate Fund shall be invested and reinvested by the Trustee in Eligible Investments as designated in and at the written direction of the Authorized Borrower Representative. At no time shall the Borrower direct that any funds constituting gross proceeds of the Bonds (including, without limitation, moneys deposited in or credited to the Collateral Fund and the Negative Arbitrage Account) be used in any manner as would constitute failure of compliance with Section 148 of the Code.

Except as provided in the following paragraph, investments of money in the Special Funds shall be invested in Government Obligations at the written directions of the Authorized Borrower Representative.

Money in the Special Funds may be invested in an investment described in clause (b) of the definition of Eligible Investments at the written directions of the Authorized Borrower Representative to the extent that (a) it is impractical to invest such money in Government Obligations because the amount to be invested is too small or Government Obligations are not available at that time for purchase, (b) such money is being held in the Remarketing Proceeds Account, (c) such money has been received less than 30 days prior to date on which Bonds are to mature or be paid upon redemption or mandatory tender, or (d) the Borrower has directed the Trustee in writing that such money will be needed to make a disbursement from the Project Fund prior to the date on which available Government Obligations would mature.

Absent written investment instructions, the Trustee shall invest moneys in any Account for which investments are permitted in _____ or a successor money market fund so long as _____ is Trustee.

Investments of money in the Bond Fund and the Collateral Fund shall mature or be redeemable at the direction of the Borrower at the times and in the amounts necessary to provide money to pay Bond Service Charges on the Bonds as they become due on each Interest Payment Date. Each investment of money in the Project Fund shall mature or be redeemable at the written direction of the Borrower to the Trustee at the times and in the amounts as may be necessary to make anticipated payments from the Project Fund. Any of those investments may be purchased from or sold to the Trustee, or any bank, trust company, securities firm or savings and loan association which is an Affiliated Party of the Trustee. The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient money applicable hereunder to, and at the times required for the purposes of paying, Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any order. If the Trustee is required to sell or otherwise dispose of any Eligible Investments prior to maturity at a price below par, the Borrower shall, at the Borrower's expense, deliver to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds in the amount set forth in such Cash Flow Projection, if any. Anything herein to the contrary notwithstanding, amounts on deposit in the Collateral Fund shall not be invested at a yield in excess of the yield of the Bonds.

An investment made from money credited to the Special Funds shall constitute part of that respective Fund. All investment earnings from amounts on deposit in the Project Fund and the Collateral Fund shall be allocated to the Bond Fund. All gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Special Funds shall be credited to and become part of the Bond Fund. All investment earnings, gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Rebate Fund shall be retained therein. Any investment losses from moneys credited to a Fund shall be charged against the respective Fund. The Trustee shall not be liable for losses on investments made in compliance with the provisions of this Indenture.

Ratings of Eligible Investments shall be determined at the time of purchase of such Eligible Investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Although each of the Issuer and the Borrower recognizes that it may

obtain a broker confirmation or written statement containing comparable information at no additional cost, each of the Issuer and the Borrower hereby agrees that confirmations of Eligible Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Trustee may conclusively rely upon the Authorized Borrower Representative's written instructions as to both the suitability and legality of the directed investments.

Following the Closing Date, at the direction of the Borrower, the Trustee is permitted to purchase, sell or exchange Eligible Investments with a Cash Flow Projection. Notwithstanding anything herein to the contrary, (i) earnings received by the Trustee with respect to Eligible Investments purchased for the purpose of paying Bond Service Charges shall be held uninvested and (ii) Bond proceeds and the Negative Arbitrage Deposit shall be held uninvested until the Trustee has purchased, sold or exchanged Eligible Investments.

The Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

### Section 4.11 Money to be Held in Trust

The funds created under this Indenture shall be in the custody of the Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

### Section 4.12 Valuation

For the purpose of determining the amount on deposit to the credit of any Special Fund, the value of obligations in which money in such Fund shall have been invested shall be computed (i) in the case of Government Obligations held in the Special Funds, at the maturity or redemption value (as applicable) as of the maturity or next redemption date and (ii) in the case of all other Eligible Investments, at the then market value thereof. The Trustee shall have no liability for the accuracy of any such valuation.

The Eligible Investments shall be valued by the Trustee as of the end of each calendar month.

### Section 4.13 Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to comply with any applicable escheat or unclaimed property law respecting such funds.

**Section 4.14 Repayment to the Borrower from the Bond Fund**

On any Mandatory Tender Date, any amounts in the Bond Fund in excess of the amount necessary to cover any negative arbitrage (assuming 0.00% interest earnings on all deposits) and after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Indenture shall, upon written instruction to the Trustee from the Borrower, be paid to or at the direction of the Borrower. Except as provided in Section 4.09 and Section 4.13 hereof, any amounts remaining in the Special Funds (a) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Indenture, and (b) after payment of all fees, charges and expenses of the Trustee and the Issuer and of all other amounts required to be paid under this Indenture, the Loan Agreement, the Tax Compliance Agreement, the Land Use Restriction Agreement and the Note, shall be paid to the Borrower to the extent that those amounts are in excess of those necessary to effect the payment and discharge of the Outstanding Bonds. Provided however that if the Mortgage Loan is in default, such excess shall be paid to the Lender.

**Section 4.15 Payment of Fees**

In connection with the issuance of the Bonds and with the Project, the Trustee will pay, from the Expense Fund, the following fees on behalf of the Borrower:

(i) To the Issuer, an Issuer Fee in an amount equal to 1.5% of the par amount of the Bonds, payable on the Closing Date from Borrower equity;

(ii) To the Issuer, a Bond Legal Reserve Fee in an amount equal to 0.10% of the par amount of the Bonds, payable on the Closing Date from Borrower equity; and

(iii) To the Trustee, the Ordinary Trustee Fees and Expenses; and

(iv) To the Issuer, a City Administrative Fee in an amount equal to 0.15% of the outstanding principal amount of the Bonds, accruing monthly and payable to the Issuer semi-annually.

## ARTICLE 5
## GENERAL COVENANTS AND REPRESENTATIONS

**Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds.** The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

**Section 5.02 Instruments of Further Assurance.** The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature

herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

**Section 5.03 Recordation and Filing.** Pursuant to the Loan Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

**Section 5.04 No Modification of Security.** The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. [The Trustee shall not consent to any change in the maturity of the Mortgage Note, except as provided in Article VIII hereof.]

**Section 5.05 Reports.** The Trustee shall furnish annually, to the Borrower and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent copies of (a) any written reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs and expenses in preparing any such statements.

**Section 5.06 Tax Covenants**

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not intentionally take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security pledged hereunder or from the Loan Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Tax Compliance Agreement. The Trustee shall, at the cost and expense of the Borrower, cause to be prepared all rebate calculations required to be performed pursuant to the Tax Compliance Agreement.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any Holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in

order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

## ARTICLE 6
## DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

**Section 6.01 Events of Default.** Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond, subject to a five (5) day notice and cure period; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration, subject to a five (5) day notice and cure period; or

(c) failure by the Issuer to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in this Indenture or in the Bonds, which failure shall have continued for a period of 30 days after written notice, by registered or certified mail, to the Issuer and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of a majority in aggregate principal amount of Bonds then Outstanding (unless, notwithstanding any attempt to cure such failure, it cannot be cured within 30 days and, notwithstanding, is cured within 180 days); or

(d) the occurrence and continuation of a Default under the Loan Agreement.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

**Section 6.02 Acceleration.** Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, by written notice delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding (if not then due and payable), and the interest accrued thereon, to be due and payable immediately. If the Trustee is unable to determine that sufficient funds will be available to pay (not out of the Trustee's own funds) the full amount of the principal and accrued but unpaid interest to the Holders of the Bonds as of the date of acceleration, the Trustee shall declare the principal of the Bonds immediately due and payable, but only upon written direction of Controlling Holders of the Bonds then Outstanding. Upon the occurrence of any Event of Default other than those described in Sections 6.01(a) and 6.01(b) hereof, the Trustee may, and upon written consent of all Holders of Bonds then Outstanding shall, declare by a notice in writing delivered to the Borrower, the principal of all Bonds then Outstanding (if not then due and payable), and the interest thereon, to be due and payable immediately. Upon such declaration, that principal and interest shall become and be due and payable immediately. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Holders pursuant to that declaration; provided, that interest on any unpaid principal of Bonds Outstanding shall continue to accrue from the date determined by the Trustee for the tender of payment to the Holders of those Bonds.

The provisions of the preceding paragraph are subject, however, to the condition that if, at any time after declaration of acceleration and prior to the entry of a judgment in a court for enforcement hereunder (after an opportunity for hearing by the Issuer and the Borrower),

(a) all sums payable hereunder (except the principal of and interest on Bonds which have not reached their stated maturity dates but which are due and payable solely by reason of that declaration of acceleration), plus interest to the extent permitted by law on any overdue installments of interest at the rate borne by the Bonds shall have been duly paid or provision shall have been duly made therefor by deposit with the Trustee, and

(b) all existing Events of Default shall have been cured,

then and in every case, the Trustee shall, upon being instructed in writing by the Investor Limited Partner, or Construction Lender, waive the Event of Default and its consequences and shall rescind and annul that declaration. No waiver or rescission and annulment shall extend to or affect any subsequent Event of Default or shall impair any rights consequent thereon.

The Investor Limited Partner or Construction Lender shall be entitled (but not obligated) to cure any Event of Default hereunder within the time frame provided to the Borrower hereunder. The Issuer and the Trustee agree that cure of any default or Event of Default made or tendered by the Investor Limited Partner or Construction Lender shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 6.03 Rights of Holders.** If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than a majority in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the Holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Holders of the Bonds;

(e) take any action to enforce its remedies under the Loan Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the Holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

**Section 6.04 Rights of Holders to Direct Proceedings.** Subject to the provisions of Section 6.08 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the

enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

**Section 6.05 Waiver by Issuer.** Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

**Section 6.06 Application of Moneys.** If at any time after the occurrence of an Event of Default the money held by the Trustee under this Indenture (other than amounts in the Rebate Fund) shall not be sufficient to pay the principal of and interest on the Bonds as the same become due and payable, such money, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of remedies in this Article or otherwise, shall, be applied by the Trustee as set forth in this Section 6.06.

After payment of any costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of money and to all fees of the Trustee for expenses pursuant to any right given or action taken under the provisions of this Article or the provisions of the Loan Agreement, the Land Use Restriction Agreement or the Borrower Note (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article VI), all money received by the Trustee, shall be applied as follows, subject to Section 2.03 hereof and any provision made pursuant to Section 4.10 or Section 4.11 hereof:

(a) Unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all of such money shall be deposited in the Bond Fund and shall be applied:

First: To the payment to the Holders entitled thereto of all installments of interest then due on the Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second: To the payment to the Holders entitled thereto of the unpaid principal of any of the Bonds which shall have become due, in the order of their due dates, beginning with the earliest due date, with interest on those Bonds from the respective dates upon which they became due at the rates specified in those Bonds, and if the amount available is not sufficient to pay in full all Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(b) If the principal of all of the Bonds shall have become due or shall have been declared to be due and payable pursuant to this Article, all of such money shall be deposited into the Bond Fund and shall be applied to the payment of the principal and interest then due

and unpaid upon the Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Section 6.02 or Section 6.10 hereof, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Bonds shall become due and payable later, the money shall be deposited in the Bond Fund and shall be applied in accordance with the provisions of Article II.

(d) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee shall direct the application of such money, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the money is available therefor. The Trustee shall give notice of the deposit with it of any money and of the fixing of that date, all consistent with the requirements of Section 2.03 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

**Section 6.07 Remedies Vested in Trustee.** All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

**Section 6.08 Remedies of Holders.** No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least a majority in aggregate principal amount of the Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided herein; and (e) the Trustee shall within 60 days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over

any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

**Section 6.09 Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 6.10 Waivers of Events of Default.** The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses (including reasonable fees and expenses of counsel) of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

**Section 6.11 Notice of Defaults; Opportunity to Cure Defaults.** If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by Electronic Means or by registered or certified mail, to the Issuer, the Borrower, the Construction Lender, the Investor Limited Partner and the Remarketing Agent, within five days after the Trustee has actual notice of the Event of Default pursuant to Section 7.04(i) hereof. If an Event of Default occurs of which the Trustee has actual notice pursuant to this Indenture, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Bonds then Outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice; provided, that except in the case of a default in the payment of the principal of or interest on any Bond, the Trustee shall be protected in withholding such notice if the Trustee in good faith determines that the withholding of notice to the Holders is in the interests of the Holders.

## ARTICLE 7
## THE TRUSTEE AND REMARKETING AGENT

**Section 7.01 Certain Duties and Responsibilities**. Except during the continuance of an Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

**Section 7.02 Notice of Default.** Within 30 days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit

by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

**Section 7.03 Reserved**

**Section 7.04 Certain Rights of Trustee.** Except as otherwise provided in Section 7.01 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or

investigation, it shall be entitled to examine the books, records and premises of the Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby;

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee at the Notice Address referred to in Section 1.01 hereof;

(k) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder (including, without limitation, as Dissemination Agent); and

(l) the Trustee may request that the Issuer deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(m) Upon written request by the Rating Agency, the Trustee shall furnish to the Rating Agency the balance of funds on hand with the Trustee and other information as may be reasonably required to maintain the rating on the Bonds.

(n) The Trustee shall be entitled to file proofs of claim in bankruptcy. Ordinary Trustee Fees and Expenses and extraordinary Trustee fees and expenses are intended to constitute Administrative Expenses in bankruptcy.

**Section 7.05 Not Responsible for Recitals or Issuance of Bonds.** The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

**Section 7.06 Trustee May Hold Bonds.** The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

**Section 7.07 Reserved**

**Section 7.08 Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or

transfer to which it is a party shall, *ipso facto,* be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 7.09 Resignation by the Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section 7.11. If no successor Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The cost of such petition shall be paid by the Borrower.

**Section 7.10 Removal of the Trustee.** The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the Issuer, the Remarketing Agent and the Borrower and Managing Member, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding under this Indenture.

The removal of the Trustee under this Section 7.10 shall take effect upon the appointment of a successor Trustee as provided for in Section 7.11 of this Indenture.

**Section 7.11 Appointment of Successor Trustee by the Holders; Temporary Trustee.** If (a) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (b) the Trustee shall be taken under the control of any public officer or officers, or (c) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Issuer, with the written consent of the Borrower and Managing Member; provided, that if a successor Trustee is not so appointed within 10 days after (i) a notice of resignation or an instrument or document of removal is received by the Issuer, as provided in Sections 7.09 and 7.10 hereof, respectively, or (ii) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Issuer shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of Bonds then Outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Bond Outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

**Section 7.12 Concerning Any Successor Trustee.** Every successor Trustee appointed pursuant to this Section (a) shall be a trust company or a bank having the powers of a

trust company, (b) shall be in good standing within the State, (c) shall be duly authorized to exercise trust powers within the State, (d) shall have a reported capital, surplus and retained earnings of not less than $50,000,000, and (e) shall be willing to accept the trusteeship under the terms and conditions of this Indenture.

Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the Issuer and the Borrower and Managing Member an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Issuer or the Borrower or Managing Member, and payment of all fees and expenses owed to it, the predecessor Trustee (a) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (b) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Issuer be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the Issuer shall execute, acknowledge and deliver that instrument or document.

**Section 7.13 Trustee as Paying Agent and Bond Registrar; Additional Paying Agents.** The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

**Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

**Section 7.15 Representations by Trustee.** The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

(a) It is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;

(b) this Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

**Section 7.16 Concerning the Remarketing Agent.** The Remarketing Agent identified in Section 1.01 hereof shall serve as the Remarketing Agent for the Bonds. The Remarketing Agent shall designate to the Trustee its Designated Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower, the Construction Lender, the Investor Limited Partner and the Trustee. In addition, the Remarketing Agent will agree particularly to:

(a) Keep such records relating to its computations of interest rates for the Bonds as shall be consistent with prudent industry practice and to make such records available for inspection by the Issuer, the Trustee and the Borrower, the Construction Lender and the Investor Limited Partner at all reasonable times; and

(b) perform all of its functions and duties under this Indenture.

The Remarketing Agent shall be entitled to advice of legal counsel on any matter relating to the Remarketing Agent's obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

The Remarketing Agent shall be entitled to appoint additional co-Remarketing Agents to assist in the performance of the Remarketing Agent's obligations under this Indenture, and any such appointment shall be effective without any action by the Issuer or the Borrower being necessary; provided that any such co-Remarketing Agent, shall have a capitalization of at least $5,000,000, or shall have a line of credit with a commercial bank in the amount of at least $5,000,000, shall be in conformity with all standards and requirements of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent shall take responsibility for any co-Remarketing Agent it appoints.

**Section 7.17 Qualification of Remarketing Agent.** The Remarketing Agent shall be a member in good standing of the Financial Industry Regulatory Authority having a capitalization of at least $5,000,000, or shall have a line of credit with a commercial bank in the amount of at least $5,000,000, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. Subject to the terms of the Remarketing Agreement, the Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice of such resignation to the Issuer, the Borrower, the Construction Lender, Investor Limited Partner and the Trustee. The Remarketing Agent may be removed, with prior notice to the Issuer, at any time by the Borrower, with at least 30 days' notice of such removal to the Remarketing Agent.

Upon any resignation or removal of the Remarketing Agent, the departing Remarketing Agent shall pay over, assign and deliver any money and Bonds held by it in such capacity to its successor.

The Trustee, within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, shall give notice thereof by registered or certified mail to the Rating Agency (if the Bonds are then rated) and to the Holders of the Bonds.

**Section 7.18 Information for Rating Agency and Notice of Certain Events.** The Trustee shall provide the Rating Agency upon its written request such information within the Trustee's possession as the Rating Agency shall reasonably require from time to time in order to maintain the rating on the Bonds;

The Trustee shall notify the Rating Agency and the Remarketing Notice Parties of (a) the occurrence of an Event of Default of which the Trustee has actual notice, (b) any change in the identity of the Trustee, (c) any amendments, modifications, supplements or changes to this Indenture, the Loan Agreement, the Note or the Bonds, including any extension of principal or modification of interest or redemption premium due on any of the Bonds, in each case only in the event the Trustee has actual notice, (d) any change or notification of proposed change of the Mandatory Tender Date or Remarketing Date pursuant to the remarketing of the Bonds, (e) any partial prepayment of the Loan or the giving of notice of the call for redemption of any Bonds in connection with the prepayment of the Loan, (f) any defeasance or acceleration of the Bonds hereunder, (g) any change in the Remarketing Agent or the Lender of which the Trustee has actual knowledge, (h) the occurrence of any monetary or other material default under the Loan of which the Trustee has actual notice, (i) any change or proposed change in the structure or identity of the Borrower of which the Trustee has actual knowledge, (j) any change in the investment of funds subject to the lien of this Indenture, (k) any sale of Eligible Investments below par, as shown in a Cash Flow Projection delivered to the Rating Agency prior to the sale date.

## ARTICLE 8
## SUPPLEMENTAL INDENTURE

**Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders.** The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into a bond indenture or bond indentures supplemental to this Indenture as shall not be materially adverse to the interest of the Bondholders for any one or more of the following reasons:

(a) to cure any ambiguity or formal defect or omission in this Indenture:

(b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(d) to modify, amend or supplement this Indenture or any bond indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statue hereafter in effect or under any state securities laws;

(e) to permit the Trustee to comply with any obligations imposed upon it by law;

(f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Co-Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental bond indenture have been effected in compliance with the provisions of this Article.

**Section 8.02 Supplemental Indentures Requiring Consent of Bondholders.** Exclusive of supplemental indentures to which reference is made in Section 8.01 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, evidenced as provided in this Indenture, and with the written consent of the Borrower if required by Section 8.05 hereof, the Issuer and the Trustee may execute and deliver supplemental indentures adding any provisions to, changing in any manner or eliminating any of the provisions of this Indenture or any supplemental indenture or restricting in any manner the rights of the Holders. Nothing in this Section shall permit, however, or be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) a reduction in the rate of interest paid on any Bond or an extension of any Interest Payment Date, or

(c) without the consent of the Holders of all Bonds then Outstanding, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a supplemental indenture.

If the Issuer shall request that the Trustee execute and deliver any supplemental indenture for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses in connection therewith, and (ii) if required by Section 8.05 hereof, receipt of the Borrower's written consent to the proposed execution and delivery of the supplemental indenture, the Trustee shall, at the written direction of the Issuer, cause notice of the proposed execution and delivery of the supplemental indenture (which notice shall be prepared by the Borrower) to be mailed by first-class mail, postage prepaid, to all Holders of Bonds then Outstanding at their addresses as they appear on the Register at the close of business on the fifteenth day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any failure of that nature shall not affect the validity of the supplemental indenture when there has

been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Designated Office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period prescribed by the Borrower, of not less than 60 days, but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents, in form to which the Trustee does not reasonably object, purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding (which instrument or document or instruments or documents shall refer to the proposed supplemental indenture in the form described in the notice and specifically shall consent to the supplemental indenture in substantially that form), the Trustee shall, but shall not otherwise, execute and deliver the supplemental indenture in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

The Trustee may rely upon an opinion of counsel as conclusive evidence that the execution and delivery of any supplemental indenture have been effected in compliance with the provisions of this Article.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond issued in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the supplemental indenture). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the supplemental indenture. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the supplemental indenture, the Trustee shall make and file with the Issuer a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Bonds Outstanding shall have consented to the supplemental indenture, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the supplemental indenture, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee or the Issuer from that execution or delivery or from taking any action pursuant to the provisions thereof.

**Section 8.03 Amendments to Loan Agreement Not Requiring Consent of the Bondholders.** The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Loan Agreement as shall not be materially adverse to the interests of the Holder of the Bonds or the Trustee for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Loan Agreement;

(b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or either of them;

(c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;

(d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Co-Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

**Section 8.04 Amendments to Loan Agreement Requiring Consent of Bondholders.** With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Loan Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds without consent of all Bondholders, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Loan Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental bond indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

**Section 8.05 Consent of Borrower.** Anything contained herein to the contrary notwithstanding, any supplemental indenture executed and delivered in accordance with this

Article VIII which affects in any material respect any rights or obligations of the Borrower shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of that supplemental indenture.

**Section 8.06 Responsibilities of Trustee**. Notwithstanding anything else contained herein, the Trustee shall not be required to enter into any supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

**Section 8.07 Authorization to Trustee; Effect of Supplement**

The Trustee is authorized to join with the Issuer in the execution and delivery of any supplemental indenture in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter,

(a) That supplemental indenture shall form a part of this Indenture;

(b) All terms and conditions contained in that supplemental indenture as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Indenture for any and all purposes;

(c) This Indenture shall be deemed to be modified and amended in accordance with the supplemental indenture; and

(d) The respective rights, duties and obligations under this Indenture of the Issuer, the Borrower, the Trustee, the Remarketing Agent and all Holders of Bonds then Outstanding shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the supplemental indenture.

Express reference to any executed and delivered supplemental indenture may be made in the text of any Bonds issued thereafter, if that reference is deemed necessary or desirable by the Trustee or the Issuer. A copy of any supplemental indenture for which provision is made in this Article, except a supplemental indenture described in Section 8.01(g) hereof, shall be mailed to the Holders by the Trustee. The Trustee shall not be required to execute any supplemental indenture containing provisions adverse to the Trustee.

**Section 8.08 Opinion of Counsel**. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it as conclusive evidence that (a) any proposed supplemental indenture complies with the provisions of this Indenture, and (b) it is proper for the Trustee to join in the execution of that supplemental indenture under the provisions of this Article. That counsel may be counsel for the Issuer or the Borrower.

Before the Issuer and the Trustee shall enter into any supplemental indenture, there shall have been delivered to the Trustee an opinion of Co-Bond Counsel to the effect that such supplemental indenture will not adversely affect the Federal Tax Status of the Bonds.

**Section 8.09 Modification by Unanimous Consent.** Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the Issuer and of the Holders, and the terms and provisions of the Bonds and this Indenture or any supplemental indenture, may be modified or altered in any respect with the consent of (a) the Issuer, (b) the Holders of all of the Bonds then Outstanding, (c) the Borrower, the Construction Lender and the

Investor Limited Partner and (d) if such modification or alteration contains provisions adverse to the Trustee, the Trustee.

## ARTICLE 9
## SATISFACTION AND DISCHARGE OF INDENTURE

**Section 9.01 Discharge of Lien.** If (a) the Issuer shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the Holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (b) provision also shall be made for the payment of all other sums payable hereunder or under the Loan Agreement, the Land Use Restriction Agreement and the Borrower Note, then this Indenture shall cease, terminate and become null and void (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and the covenants, agreements and obligations of the Issuer hereunder shall be released, discharged and satisfied.

Thereupon, and subject to the provisions of Section 9.03 hereof if applicable,

(a) the Trustee shall release this Indenture (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and shall execute and deliver to the Issuer any instruments or documents in writing, prepared by or on behalf of the Issuer, as shall be requisite to evidence that release and discharge or as reasonably may be requested by the Issuer;

(b) the Trustee shall release and satisfy the Borrower Note and deliver such release and satisfaction to the Borrower; and

(c) the Trustee shall assign and deliver to the Issuer any property subject at the time to the lien of this Indenture which then may be in its possession, except amounts in the Bond Fund required (i) to be paid to the Borrower under Section 4.14 hereof, or (ii) to be held by the Trustee under Section 4.13 hereof or otherwise for the payment of Bond Service Charges.

**Section 9.02 Payment and Discharge of Bonds**. All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning of this Indenture, including without limitation, Section 9.01 hereof, if:

(a) the Trustee as paying agent shall have received, in trust for and irrevocably committed thereto, sufficient money, or

(b) the Trustee shall have received, in trust for and irrevocably committed thereto, noncallable Government Obligations which are certified by an Independent public accounting firm of national reputation to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any money to which reference is made in subparagraph (a) above, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed, except as provided herein), for the payment of all Bond Service Charges on those Bonds at their maturity.

Any money held by the Trustee in accordance with the provisions of this Section may be invested by the Trustee only in noncallable Government Obligations having maturity dates, or having redemption dates which, at the option of the owner of those obligations, shall be not later than the date or dates at which money will be required for the purposes described above. To the extent that any income or interest earned by, or increment to, the investments held under this Section is determined from time to time by the Trustee to be in excess of the amount required to be held by the Trustee for the purposes of this Section, that income, interest or increment shall be transferred at the time of that determination in the manner provided in Section 4.14 hereof for transfers of amounts remaining in the Bond Fund.

If any Bonds shall be deemed paid and discharged pursuant to this Section 9.02, then within 15 days after such Bonds are so deemed paid and discharged the Trustee shall cause a written notice to be given to each Holder as shown on the Register on the date on which such Bonds are deemed paid and discharged. Such notice shall state the numbers of the Bonds deemed paid and discharged or state that all Bonds are deemed paid and discharged, and shall set forth a description of the obligations held pursuant to subparagraph (b) of the first paragraph of this Section 9.02.

**Section 9.03 Survival of Certain Provisions.** Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and the duties of the Trustee and the Bond Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Bond Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture.

## ARTICLE 10
## MISCELLANEOUS

**Section 10.01 Consents and Other Instruments of Bondholders.** Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee actually knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of Issuer and the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

**Section 10.02 Limitation of Rights.** With the exception of rights conferred expressly in this Indenture, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Remarketing Agent, the Borrower, the Construction Lender, the Investor Limited Partner and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Indenture or any covenants, agreements, conditions and provisions contained herein. This Indenture and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Remarketing Agent, the Borrower, the Construction Lender, the Investor Limited Partner and the Holders of the Bonds, as provided herein.

**Section 10.03 Severability.** If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

**Section 10.04 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

**Section 10.05 Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of interest on or principal of the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 10.06 Priority of this Indenture**. This Indenture shall be superior to any liens which may be placed upon the Revenues or any other funds or accounts created pursuant to this Indenture.

**Section 10.07 Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

**Section 10.08 Governing Law.** The laws of the State shall govern the construction of this Indenture and of all Bonds issued hereunder, without reference to its conflict of laws principles.

**Section 10.09 No Recourse.** No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or future official, officer or employee of the Issuer or the Trustee, as such, either directly or through the Issuer or the Trustee or any successor to either, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Loan Agreement and the issuance of the Bonds.

**Section 10.10 Successors and Assigns.** All the covenants and representations contained in this Indenture, by or on behalf of the Issuer and the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether expressed or not.

**Section 10.11 Books, Records and Accounts.** The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer, the Construction Lender, the Investor Limited Partner or the Holder of any Bond during reasonable hours and under reasonable conditions.

**Section 10.12 [Reserved]**

**Section 10.13 Force Majeure.** In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work

stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

**Section 10.14 U.S.A. Patriot Act.** The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may reasonably request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

**Section 10.15 Waiver of Jury Trial.** EACH OF THE ISSUER, THE HOLDERS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OR THE TRANSACTION CONTEMPLATED HEREBY.

**IN WITNESS WHEREOF**, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

**CITY OF CHICAGO**

By: _____
Name: Jill Jaworski
Title: Chief Financial Officer

(Seal)

Attest:

_____
Name: Andrea M. Valencia
Title: City Clerk

_____, as Trustee

By: _____
Name:
Title:

[(Sub)Exhibit "B" referred to in this Indenture constitutes Exhibit "F" to ordinance printed on pages 7576 and 7577 of this *Journal*.]

(Sub)Exhibit "A" referred to in this Indenture reads as follows:

*(Sub)Exhibit "A".*
(To Indenture)

*Form of Bond.*

**UNITED STATES OF AMERICA**
**STATE OF ILLINOIS**
**CITY OF CHICAGO**

**Multi-Family Housing Revenue Bonds**
**(United Yards 1A Project) Series 2023**

No. R-1 [$22,500,000]

| Maturity Date | Dated Date | Initial Interest Rate | CUSIP No. |
|---|---|---|---|
| _____ 1, 202_ | December __, 2023 | _____% | _____ |

Registered Owner: CEDE & CO.

Aggregate Principal Amount: _____

_____ DOLLARS

INITIAL MANDATORY TENDER DATE: _____ 1, 202_

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Owner specified above or registered assigns, the Principal Amount specified above on the Maturity Date specified above (subject to the rights of redemption and tender set forth herein), and to pay from those sources interest on the unpaid principal balance of said Principal Amount on (a) ____ 1 and _____ 1 of each year beginning ____ 1, 2024, (b) each Redemption Date, and (c) each Mandatory Tender Date (the "Interest Payment Dates") until the principal amount is paid or duly provided for. This Bond will bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its date, or, if no interest has been paid or provided for, from the date of initial delivery (the "Closing Date").

This Bond shall bear interest from the Dated Date to but not including the Initial Mandatory Tender Date at the Initial Interest Rate set forth above and thereafter this Bond shall bear interest at the Remarketing Rate (as defined in the Indenture) for each subsequent Remarketing Period (as defined in the Indenture). Interest on the Bonds shall be calculated on the basis of a 360–day year consisting of twelve 30–day months, for the actual number of days elapsed.

The principal of this Bond is payable at the designated corporate trust office of the trustee, presently _____, a[n] _____ (the "Trustee"). Interest is payable on each

Interest Payment Date by check mailed to the person in whose name this Bond (or one or more predecessor bonds) is registered (the "Holder") at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "Regular Record Date") on the registration books for this issue maintained by the Trustee, as registrar, at the address appearing therein. Any interest which is not timely paid or duly provided for shall cease to be payable to the Holder hereof (or of one or more predecessor bonds) as of the Regular Record Date, and shall be payable to the Holder hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. The principal of and interest on this Bond are payable in lawful money of the United States of America, without deduction for the services of the paying agent. While the Bonds are held in a book-entry system and in certain other circumstances, all as provided in the Indenture, principal of and interest on this Bond is required to be paid by wire transfer or other arrangement, other than any payment of the entire unpaid principal amount hereof.

This Bond is one of a duly authorized series of bonds of the City designated as its Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "Bonds"), in the aggregate principal amount of [$22,500,000] (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on _____ __, 2023. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by an Indenture dated as of December 1, 2023, from the Issuer to the Trustee (the "Indenture"), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. None of the Issuer, the State of Illinois or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the full faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a loan (the "Loan") to be made to New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"). The Loan will be used by the Borrower to pay a portion of the costs of acquiring and constructing the Project, as defined in the Indenture and as further described in the Loan Agreement dated as of even date with the Indenture (the "Loan Agreement"), among the Issuer, the Borrower and the Trustee. The Bonds are special limited obligations of the Issuer, issued or to be issued under and are secured and entitled equally and ratably to the protection given by the Indenture, including payments under the Loan made to the Trustee by the Borrower.

The Bonds are subject to redemption and tender prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on the Initial Remarketing Date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable Redemption Date given to the Trustee at least five (5) Business Days prior to the Initial Remarketing Date or the optional redemption date, as applicable. After the Initial Remarketing Date, the Borrower, in consultation with the Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date. Notwithstanding the foregoing, no optional redemption may occur before the latest to occur of: (i) the day after the date the Project is placed in service, (ii) the Optional Redemption Date, or (iii) the date the Investor Limited Partner has received a certification that the low-income housing tax credit 50% test has been met.

(b) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100% of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in this Indenture have not been met by the dates and times set forth in Section 3.07(b) or Section 3.07(d) hereof, and (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (I) amounts on deposit in the Collateral Fund, (II) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (III) amounts on deposit in the Project Fund, and (IV) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(c) Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Remarketing Agent given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date and the call for redemption shall be cancelled. The purchase price of Bonds so purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and any prepayment fee, if due, and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

(d) Mandatory Tender for Purchase. All Outstanding Bonds shall be subject to Mandatory Tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by check, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Holders of the Bonds, and

the terms and conditions upon which the Bonds are issued and secured. Each Holder assents, by its acceptance hereof, to all of the provisions of the Indenture.

The Borrower is required by the Loan Agreement to cause the Lender (as defined in the Indenture) to provide on its behalf the Lender's portion of the Eligible Funds (as defined in the Indenture) to the Trustee in the amounts and at the times necessary to pay the principal of and interest (the "Bond Service Charges") on the Bonds. In the Indenture, the Issuer has assigned to the Trustee, to provide for the payment of the Bond Service Charges on the Bonds, the Issuer's right, title and interest in and to the Loan Agreement, except for Reserved Rights as defined in the Indenture. To secure its compliance with certain covenants in the Loan Agreement, the Borrower has executed and delivered a Land Use Restriction Agreement, dated as of December 1, 2023 (the "Land Use Restriction Agreement") among the Issuer, the Borrower and the Trustee.

Copies of the Indenture, the Loan Agreement and the Land Use Restriction Agreement are on file in the designated corporate trust office of the Trustee.

The Bond Service Charges on the Bonds are payable solely from the Revenues, as defined and as provided in the Indenture (being, generally, the amounts payable under the Loan Agreement and any unexpended proceeds of the Bonds), and are an obligation of the Issuer only to the extent of the Revenues. The Bonds are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit of the Issuer.

The Bonds are issuable only as fully registered bonds and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which shall be considered to be the Holder for all purposes of the Indenture, including, without limitation, payment by the Issuer of Bond Service Charges, and receipt of notices to, giving of consents by and exercise of rights of, Holders. There shall be a single Bond representing each maturity, and all Bonds shall be immobilized in the custody of DTC with the owners of beneficial interests in those Bonds (the "book-entry interests") having no right to receive from the Issuer Bonds in the form of physical securities or certificates. Ownership of book-entry interests in the Bonds shall be shown by book-entry on the system maintained and operated by DTC, its participants (the "Participants") and certain persons acting through the Participants, and transfers of ownership of book-entry interests shall be made only by that book-entry system, the Issuer and the Trustee having no responsibility therefor. DTC is to maintain records of the positions of Participants in the Bonds, and the Participants and persons acting through Participants are to maintain records of the purchasers and owners of book-entry interests in the Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository (as defined in the Indenture) or to another nominee of a Securities Depository, without further action by the Issuer and otherwise at the expense of the Borrower.

If any Securities Depository determines not to continue to act as a Securities Depository for the Bonds for use in a book-entry system, the Issuer may attempt to have established a securities depository/book-entry system relationship with another qualified Securities Depository under the Indenture. If the Issuer does not or is unable to do so, the Issuer and the Trustee, after the Trustee has made provision for notification of the owners of book-entry interests by the then Securities Depository, shall permit withdrawal of the Bonds from the Securities Depository, and authenticate and deliver Bond certificates in fully registered form (in denominations of $5,000, or any integral multiple of $1,000 in excess thereof) to the assignees of the Securities

Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing and delivering replacement Bond certificates) of those Persons requesting such authentication and delivery, if the event is not the result of Issuer action or inaction (including action at the request of the Borrower).

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT --

_____Custodian_____
(Cust) (Minor)
Under Uniform Gift to Minors
Act _____
(State)

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of
Survivorship and not as
Tenants in common

Additional abbreviations may also be used though not in the above list.

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of an authorized officer and its corporate seal to be hereunto impressed or imprinted hereon and attested to by the manual or facsimile signature of an authorized officer of the Issuer, all as of the Dated Date identified above.

**CITY OF CHICAGO, ILLINOIS**

By: _____
Name: Brandon Johnson
Title: Mayor

Attest:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

**FORM OF CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the Indenture referred to in this Bond.

_____, as Trustee

By: _____
Authorized Signature

Date of Authentication: December __, 2023

Date from which interest is payable: Dated Date

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration or transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is required by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as if required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____
_____
_____
(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: _____

The within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to transfer the said Bond on the books of the within-named Issuer maintained by the Trustee for the registration thereof, with full power of substitution in the premises.

_____
Notice: The signature to this assignment must correspond with the name as it appears on the face of the within note in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Signature guaranteed by:

_____
[Bank, Trust Company or Firm]

_____
Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

*Exhibit "C".*
(To Ordinance)

*Loan Agreement.*

THIS LOAN AGREEMENT (the **"Agreement")** dated as of December 1, 2023, by and among CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the **"Issuer"),** NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership (the **"Borrower")** and _____, a[n] _____, as trustee (the **"Trustee"** or **"Trustee")** under that certain Indenture dated as of December 1, 2023, from the Issuer to the Trustee securing the Bonds described below (the **"Indenture").**

**WITNESSETH:**

**WHEREAS,** as a home rule unit of local government and pursuant to the Constitution of the State of Illinois, the Issuer is authorized to issue its revenue bonds and notes in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue Bonds and bonds by the Issuer; and

**WHEREAS,** the Issuer has determined to issue, sell and deliver its $[22,500,000] Multi-Family Housing Revenue Bonds (United Yards 1A Project) Series 2023 (the **"Bonds")** pursuant to the Indenture, and to lend the proceeds thereof to the Borrower for the purpose of financing (i) the acquisition from the City of vacant land located at 1515 W. 47th Street, Chicago, Illinois (the "**6-Story Project Site**"), (ii) the acquisition from an affiliate of the Borrower of vacant land located at 1635-1643 W. 47th Street, Chicago, Illinois (the "**3-Flat Project Site**" and, collectively with the 6-Story Project Site, the "**Project Sites**"), as the Project Sites are more particularly described on Exhibit F of the hereinafter defined Ordinance, (iii) the construction on the 6-Story Project Site of a six-story new construction building with 45 units of family housing (the "**6-Story Facility**") and (iv) the construction on the 3-Flat Project Site of two 3-flat buildings with a combined total of six 2-bedroom units (the "**3-Flat Facilities**" and collectively with the 6-Story Facility, the "**Facilities**"), all together to be known as "**United Yards 1A**." At least 40% of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 60% of the area median income, and the remainder of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 80% of the area median income; and

**WHEREAS,** the Issuer, the Borrower, and the Trustee have entered into this Loan Agreement providing for the loan of the proceeds of the Bonds to the Borrower for the purposes described in the preceding paragraph; and

**WHEREAS,** this Loan Agreement provides for the issuance by the Borrower of the Borrower Note (as hereinafter defined); and

**WHEREAS,** the Issuer will pledge and assign the Borrower Note and this Loan Agreement to the Trustee for the benefit of the Holders under the Indenture;

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto agree as follows, provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or give rise to a pecuniary liability of the Issuer, the State of Illinois or any political subdivision thereof, or a

charge against the Issuer's general credit or the taxing powers of the State of Illinois or any political subdivision thereof, but shall be payable solely and only from the Revenues (as defined in the Indenture):

## ARTICLE I
## DEFINITIONS

**Section 1.01 Definitions**. Terms used in this Loan Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture.

**Section 1.02 Interpretation**. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Loan Agreement are to the Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The headings of this Loan Agreement are for convenience and shall not define or limit the provisions hereof.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations and Warranties of Issuer**. The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois. Under the Constitution and laws of the State of Illinois, the Issuer has the power to enter into the transaction contemplated by this Loan Agreement, the Indenture, the Bonds and the Land Use Restriction Agreement (collectively, the "**Issuer Documents**"), and to carry out its obligations hereunder and thereunder, including the full right, power and authority to pledge and assign this Loan Agreement and the Borrower Note to the Trustee as provided herein. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver the Issuer Documents.

(b) The Issuer is issuing the Bonds for the purpose of financing a portion of the Project Costs.

(c) The Bonds are to be issued under home rule powers of the Issuer under the Constitution of the State of Illinois and secured by the Indenture, pursuant to which the right, title and interest of the Issuer in, to and with respect to this Loan Agreement, the Borrower Note and all documents to be executed by the Borrower in connection with the Bonds (other than with respect to the Issuer Reserved Rights) will be assigned and pledged to the Trustee as security for payment of the principal of and interest on the Bonds as provided in the Indenture.

(d) The Issuer hereby finds and determines that the Project is in the best interests of the Issuer, and that all requirements of the Constitution and laws of the State of Illinois have been complied with.

(e) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement or the Indenture, the consummation of the

transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Loan Agreement, the Land Use Restriction Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

(f) The Project is located entirely within the corporate boundaries of the City of Chicago, Illinois.

(g) To the knowledge of the undersigned representatives of the Issuer, there is no action, suit, proceeding or investigation pending or threatened against the Issuer which seeks to restrain or enjoin the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or which in any way contests or affects any authority for the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or the validity of the Bonds, this Loan Agreement, or in any way contests the corporate existence or powers of the Issuer, or in any way affects the exclusion from gross income for federal income tax purposes of interest on the Bonds.

THE ISSUER MAKES NO REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CREDITWORTHINESS OR THE ABILITY OF THE BORROWER TO MAKE THE PAYMENTS DUE UNDER THIS LOAN AGREEMENT OR THE BORROWER NOTE AND DOES NOT REPRESENT OR WARRANT AS TO ANY OF THE STATEMENTS, MATERIALS (FINANCIAL OR OTHERWISE), REPRESENTATIONS OR CERTIFICATIONS FURNISHED OR TO BE MADE AND FURNISHED BY THE BORROWER IN CONNECTION WITH THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE BONDS, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY OF SUCH STATEMENTS.

**Section 2.02 Representations and Warranties of Borrower**. The Borrower represents and warrants that:

(a) The Borrower is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Illinois. The general partner ownership of the Borrower is a joint venture between Celadon Partners, LLC, an Illinois limited liability company ("**Celadon**") and Blackwood Development Partners, LLC, an Illinois limited liability company ("**Blackwood**"). The Borrower, Celadon and Blackwood are all duly organized and validly existing and in good standing under the laws of the State of Illinois. Celadon has an 80% ownership interest in Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, is the general partner of the Borrower (the "**General Partner**"), and Blackwood has a 20% ownership interest in the General Partner. The ownership interests of the Borrower are as follows: (i) RAH Investor 415 LLC has a 99.98% ownership interest (the "**Investor Limited Partner**"), (ii) Sterling Corporate Services LLC has a 0.01% ownership interest (the "**Special Limited Partner**"), and (iii) the General Partner has a 0.01% ownership interest.

(b) The Borrower (i) is authorized to do business in the State of Illinois and, if applicable, every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted, and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in, this Loan Agreement, the Borrower Note, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Continuing Disclosure Agreement (collectively, the "**Borrower Documents**"); and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The General Partner, Celadon and Blackwood (i) are all authorized to do business in the State of Illinois and, if applicable, every other jurisdiction in which the nature of their businesses or their properties makes such qualification necessary; (ii) all have full power and authority to own their properties and to conduct their businesses as now being conducted and to enter into, and to perform and observe in all material respects the covenants and agreements in their part contained in the Borrower Documents; and (iii) are all in compliance with all laws, regulations, ordinances and orders of public authorities applicable to them.

(d) The Borrower will use and operate the Project in a manner consistent with the Act and in accordance with the applicable Land Use Restriction Agreement for as long as required by the Act and the Code and knows of no reason why the Project will not be so operated. If, in the future, there is a cessation of that operation, it will use its best efforts to resume that operation or accomplish an alternate use by the Borrower or others approved by the Issuer which will be consistent with the Act, the Code and the applicable Land Use Restriction Agreement.

(e) The Project will be completed in accordance with the Plans and Specifications and the portion of the Project funded with the proceeds of the Bonds will constitute a qualified residential rental project within the meaning of Section 142(d) of the Code and will be operated and maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other applicable Governmental regulations and as to be consistent with the Act.

(f) The Project will be located entirely within the jurisdiction of the Issuer.

(g) The Borrower has obtained or will obtain all consents, approvals, permits, authorizations and orders of any governmental or regulatory agency that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of the Borrower Documents or the performance by the Borrower of its obligations thereunder, or that were or are required for the acquisition, rehabilitation, equipping and/or operation of the Project.

(h) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the best of its knowledge, threatened in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or that would affect its existence or authority to do business, the acquisition, rehabilitation, equipping or operation of the Project, the validity of any Borrower Documents or the performance of its obligations thereunder.

(i) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in material default under any instrument under and subject to which any indebtedness has been incurred, and no event has occurred and is continuing that, under the provisions of any such agreement, with the lapse of time or the giving of notice, or both, would constitute an event of default by the Borrower thereunder.

(j) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of the Borrower Documents do not and will not conflict with or constitute or result in a default by the Borrower in any material respect under or violate, (i) the Borrower's Organizational Documents, (ii) any agreement or other instrument to which the Borrower is a party or by which it or its assets are bound, or (iii) to the best of its knowledge, any constitutional or statutory provision or order, rule,

regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and to the best of the Borrower's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(k) The Borrower has received and reviewed a copy of the Indenture and approves the terms and conditions thereof and agrees to the terms thereof.

(l) The Borrower has filed or caused to be filed all of its federal, state and local tax returns that are required to be filed or has obtained appropriate extensions therefor, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(m) Neither the Borrower nor any related Person thereto shall acquire any Bonds in any amount.

(n) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Project; and that it has not relied on the Issuer or its counsel for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Issuer or its counsel in any manner.

(o) The Project is, as of the Closing Date, in compliance with all applicable requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. The Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Land Use Restriction Agreement and the Tax Compliance Agreement, including all applicable requirements of the Code. All future leases will comply with all applicable laws, the Land Use Restriction Agreement and the Tax Compliance Agreement. The Project currently meets the requirements of this Loan Agreement, the Land Use Restriction Agreement, the Tax Compliance Agreement and the Code with respect to multifamily rental housing.

(p) The proceeds of the Bonds shall be used or deemed used exclusively to pay costs that (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code; (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and that for the greatest number of buildings the proceeds of the Bonds shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code, and the Borrower further covenants that it will not exercise any option to redeem the Bonds under the Indenture except upon the express written consent of the investor limited partner of the Borrower; provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any Person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and

provided further, failure to comply with this representation, covenant and warranty shall not constitute a "Default" under this Loan Agreement or an "Event of Default" under the Indenture; and (iii) are costs related to the issuance of the Bonds.

(q) All building, zoning, safety, health, fire, water district, sewerage and environmental protection agency permits and other licenses and permits that are required by any governmental body for the acquisition, rehabilitation, equipping, use, occupancy and operation of the Project have been obtained and are in full force and effect (except for those which are not yet required to have been obtained in connection with the acquisition, rehabilitation and equipping of the Project, and which will be obtained at or prior to the time required by law in connection with the acquisition, rehabilitation and equipping of the Project).

The Borrower acknowledges that the representations and covenants herein made by the Borrower have been expressly and specifically relied upon by the Issuer in determining to make the Loan to the Borrower and the Loan would not have been made but for such representations and covenants. All material information provided by the Borrower to the Issuer concerning the Project and the Borrower was and is on the date of execution of this Loan Agreement true and correct.

**Section 2.03 Borrower's Representations Regarding Bonds and Project.** With respect to the use of proceeds of the Bonds and the operation of the Project, the Borrower represents as follows and the Issuer relies upon such representations in executing this Loan Agreement:

(a) The estimated cost of acquiring and constructing the Project, inclusive of financing costs, is in excess of $_____.

(b) At least 95% of the net proceeds of the Bonds will be used to finance Qualified Project Costs which constitute a "qualified residential rental project" within the meaning of Section 142(d) of the Code and such costs either (i) will have been paid with respect to work performed or materials purchased.

(c) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(d) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the principal amount of the Bonds.

(e) Less than 25% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(f) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(g) Until payment in full of all of the Bonds, unless _____, as lender (the "**Lender**") and the Trustee shall otherwise consent in writing, it will not incur, create, assume or

suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, (iv) the Borrower Documents, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds, and (vi) such other pledges as may be approved in writing by the Lender and the Trustee.

(h) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Loan Agreement, that it has reviewed and approved the Indenture.

(i) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time, be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(j) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer, the Lender and the Trustee.

## ARTICLE III
## PLAN OF FINANCING

### Section 3.01 Issuance of Bonds; Application of Proceeds

To provide funds to finance the Loan for purposes of assisting the Borrower in paying Project Costs, the Issuer shall simultaneously with the execution and delivery hereof proceed with the issuance and delivery of the Bonds upon receipt by the Trustee of the items listed in Section 2.13 of the Indenture. The Issuer agrees to deposit the proceeds of sale of the Bonds in accordance with the Indenture.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Pending disbursement pursuant to Section 3.06 hereof, the proceeds of the Bonds deposited in the Project Fund, together with any investment earnings thereon, shall constitute a part of the Revenues assigned by the Issuer to the Trustee as security for the payment of Bond Service Charges as provided in the Indenture.

**Section 3.02 The Loan**. The Issuer agrees, upon the terms and conditions herein, to make the Loan to the Borrower with the proceeds received by the Issuer from the sale of the Bonds by causing such proceeds to be deposited with the Trustee for disposition as provided in the Indenture. The obligation of the Issuer to finance the Loan shall be deemed fully discharged upon the deposit of the proceeds of the Bonds with the Trustee. The Loan shall be evidenced by the Note payable to the Trustee.

**Section 3.03 [Reserved]**

**Section 3.04 Acquisition and Construction**

The Borrower (a) shall acquire and construct the Project with all reasonable dispatch and in accordance with the Plans and Specifications, (b) shall pay when due all fees, costs and expenses incurred in connection with that acquisition and construction from funds made available therefor in accordance with this Loan Agreement or otherwise, except to the extent being contested in good faith, and (c) shall ask for, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and construction of the Project, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is that of the Borrower and any contracts made by the Borrower with respect thereto, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower in its own behalf and not as agent or contractor for the Issuer. The Borrower agrees that it will compensate all workers employed in the acquisition and construction of the Project as required by law.

**Section 3.05 Plans and Specifications**

The written Plans and Specifications will be delivered to the Trustee upon request; provided that the Trustee shall have no duty to review such Plans and Specifications. The Borrower may revise the Plans and Specifications from time to time, provided that no revision shall be made which would change the purpose of the Project to other than purposes permitted by the Act and the Land Use Restriction Agreement.

**Section 3.06 Disbursements from the Project Fund**

Subject to the provisions below and so long as no Default hereunder or Event of Default under the Indenture has occurred and is continuing for which the principal amount of the Bonds has been declared to be immediately due and payable pursuant to Section 8.02 hereof and Section 6.02 of the Indenture, and no Determination of Taxability has occurred, disbursements from the Project Fund shall be made only to pay Costs of the Project.

Any disbursements from the Project Fund for the payment of Costs of the Project shall be made by the Trustee only upon the receipt by the Trustee of: (a) a requisition in the form attached hereto as **Exhibit B**, signed by an Authorized Borrower Representative; and (b) Eligible Funds in an amount at least equal to the amount of any such requisition for deposit in the Collateral Fund as provided in Section 4.02 hereof and in accordance with Section 4.06 of the Indenture. The Borrower hereby acknowledges and agrees that it shall submit requisitions to the Trustee no more frequently than once each calendar month. Each such requisition shall be consecutively numbered.

Any money in the Project Fund remaining after the Completion Date and payment, or provision for payment, in full of the Costs of the Project, at the written direction of the Authorized Borrower Representative, promptly shall be paid into the Bond Fund for payment of Bond Service Charges or released to the Borrower, provided the Borrower obtains an opinion of Bond Counsel addressed to the Trustee that such deposit or release will not adversely affect the Federal Tax Status of the Bonds.

Notwithstanding any provision of this Loan Agreement or any provision of the Indenture to the contrary, the Trustee shall not disburse funds from the Project Fund unless and until the Trustee confirms that Eligible Funds in the Collateral Fund plus Eligible Funds in the Project Fund, less the amount of the requested disbursement from the Project Fund, is at least equal to the then-outstanding principal amount of the Bonds.

**Section 3.07 Duties and Obligations of the Borrower**

Borrower accepts the duties and obligations under the Indenture.

**Section 3.08 Borrower Required to Pay Costs in Event Project Fund Insufficient**

If money in the Project Fund is not sufficient to pay all Costs of the Project, the Borrower, nonetheless, will complete the Project in accordance with the Plans and Specifications and shall pay all such additional Costs of the Project from its own funds and other available funds. The Borrower shall pay all Costs of Issuance of the Bonds in excess of the amounts deposited in the Costs of Issuance Fund. The Borrower shall not be entitled to any reimbursement for any such additional Costs of the Project or payment of Costs of Issuance from the Issuer, the Trustee or any Holder; nor shall it be entitled to any abatement, diminution or postponement of any Loan Payments or other amounts to be paid under this Loan Agreement.

**Section 3.09 Completion Date**

The Borrower shall notify the Issuer and the Trustee of the Completion Date by the delivery of a Completion Certificate signed by the Authorized Borrower Representative substantially in the form of **Exhibit C** attached hereto. The Completion Certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in paragraphs (a) and (b) of the Completion Certificate.

**Section 3.10 Remarketing of Bonds**

The Borrower is hereby granted the right to (a) give written notice of a remarketing of the Bonds in the manner and to the extent set forth in Section 3.07 of the Indenture and (ii) designate, in writing, the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.05 and 3.07 of the Indenture.

**Section 3.11 Investment of Fund Money**

At the written request of the Authorized Borrower Representative, any money held as part of the Special Funds and the Rebate Fund shall be invested or reinvested by the Trustee in Eligible Investments as provided in the Indenture. The Issuer (to the extent within its control) and the Borrower each hereby covenants that it will restrict that investment and reinvestment and the use of the proceeds of the Bonds, and moneys on deposit in or credited to the Collateral Fund and the Negative Arbitrage Account of the Bond Fund, in such manner and to such extent, if any,

as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Bonds or subsequent intentional acts, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. No provision of this Loan Agreement shall be construed to impose upon the Trustee any obligation or responsibility for compliance with arbitrage regulations.

The Borrower shall provide the Issuer with, and the Issuer may base its certifications as authorized by the Tax Compliance Agreement on, a certificate of an Authorized Borrower Representative for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Borrower on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

**Section 3.12 Rebate Calculations and Payments**

The Borrower shall appoint a Rebate Analyst, the expense of which shall be borne by the Borrower.

The Issuer has covenanted in the Indenture to take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. In furtherance of this covenant, the Borrower, on behalf of the Issuer, hereby covenants (i) within sixty (60) days of the payment in full of the Bonds, to calculate, or cause to be calculated, and provide to the Trustee and the Issuer such calculations in writing, with such written directions as are necessary to fully comply with the arbitrage and rebate requirements set forth in the Indenture and comply fully with Section 148 of the Code, including the timely payment of any Rebatable Arbitrage owed; and (ii) to deposit into the Rebate Fund to pay to the federal government any "Rebatable Arbitrage," to the extent required by Section 148(f) of the Code. The Borrower further agrees to comply with the provisions and requirements of Section 4.09 of the Indenture relating to the obligation to pay to the Trustee, for deposit into the Rebate Fund established under the Indenture, the "Rebatable Arbitrage" as required thereunder and under Section 148 of the Code.

If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebatable Arbitrage (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within 30 days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebatable Arbitrage. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower, notwithstanding the release and discharge of the Indenture or the termination of this Loan Agreement, for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds and the termination of this Loan Agreement and the Indenture, notwithstanding any

other provision of this Loan Agreement, until the requirement for payment of any Rebatable Arbitrage has been fully satisfied.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law, or until the Borrower has transferred the Project to an unrelated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

## ARTICLE IV
## LOAN PAYMENTS; ELIGIBLE FUNDS AND ADDITIONAL PAYMENTS

**Section 4.01 Loan Repayment; Delivery of Note**. In consideration of and in repayment of the Loan, the Borrower shall deliver or cause to be delivered to the Trustee on or before each Bond Payment Date, a Loan Payment in an amount equal to the amount necessary to pay Bond Service Charges due on such Bond Payment Date. All such Loan Payments shall be paid to the Trustee in accordance with the terms of the Note for the account of the Issuer and shall be held and disbursed in accordance with the provisions of the Indenture and this Loan Agreement.

The Borrower shall be entitled to a credit against the Loan Payments required to be made with respect to the Bonds on any date equal to the available money in the Bond Fund or money transferred thereto from the Collateral Fund or the Project Fund for the payment of Bond Service Charges on that date.

To secure the Borrower's performance of its obligations under this Loan Agreement, the Borrower shall execute and deliver, concurrently with the issuance and delivery of the Bonds, the Note and the Land Use Restriction Agreement.

The Note shall secure equally and ratably all Outstanding Bonds, except that, so long as no Event of Default has occurred and is continuing hereunder, payments by the Borrower on the Note shall be used by the Trustee to make a like payment of Bond Service Charges and shall constitute Loan Payments.

Upon payment in full, in accordance with the Indenture, of the Bond Service Charges on any or all Bonds, whether at maturity or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (a) the Note shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Note shall be surrendered by the Trustee to the Borrower, and shall be canceled by the Borrower, or (b) an appropriate notation shall be endorsed thereon evidencing the date and amount of the principal payment (or prepayment) equal to the Bonds so paid, or with respect to which provision for payment has been made, and that Note shall be surrendered by the Trustee to the Borrower for cancellation if all Bonds shall have been paid (or provision made therefor) and canceled as aforesaid. Unless the Borrower is entitled to a credit under express terms of this Loan Agreement or the Note, all payments on the Note shall be in the full amount required thereunder.

**Section 4.02 Eligible Funds**

In consideration of and as a condition to the disbursement of Bond proceeds in the Project Fund to pay Project Costs, and to secure the Borrower's obligation to make Loan Payments, the

Borrower shall provide written direction to a provider of Eligible Funds to deliver or cause to be delivered to the Trustee Eligible Funds, or shall otherwise cause to be delivered to the Trustee, Eligible Funds from any other source, equal to the amount of the proposed disbursement. The Trustee shall not deposit such funds into the Collateral Fund unless it is prepared to disburse, on the same business day if such Eligible Funds are received prior to 10 AM, and otherwise within one Business Day, an equal amount of funds from the Project Fund. All such Eligible Funds shall be paid to the Trustee for the account of the Issuer and shall be held in the Collateral Fund and disbursed in accordance with the provisions of the Indenture. Upon deposit of such Eligible Funds into the Collateral Fund, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund to the party depositing the related Eligible Funds. As provided in the Indenture, these amounts will be advanced by such party to the Borrower for the purpose of financing either Costs of the Project or Bond Service Charges.

The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in cash or cash equivalents, a sum which, together with any other moneys available for such payment in any account of the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Payments by the Trustee of principal and interest on the Bonds from amounts in the Bond Fund and funds deposited in the Collateral Fund under the Indenture shall be credited against the Borrower's obligation to pay principal and interest on the Loan.

The Borrower shall make or cause to be made all Loan Payments directly to the Trustee at its Designated Office. The Borrower shall direct the Lender to deposit Eligible Funds directly to the Trustee at its Designated Office. Additional Payments shall be made by the Borrower directly to the person or entity to whom or to which they are due.

It is understood and agreed that all payments of principal and interest payable by the Borrower under this Section 4.02 are assigned by the Issuer to the Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

**Section 4.03 Special Funds**

The Borrower and the Issuer each acknowledge that neither the Borrower nor the Issuer has any interest in the Bond Fund or the Collateral Fund and any money deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Holders.

**Section 4.04 Additional Payments**

The Borrower shall pay as Additional Payments hereunder the following:

(a) Whether out of the proceeds of the Mortgage Loan or other funds, all Costs of Issuance of the Bonds, and all expenses incurred in closing the Mortgage Loan.

(b) All Extension Payments and other sums required under Section 3.07 of the Indenture in order to revise or extend the Mandatory Tender Date or remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Trustee or the Remarketing Agent in order to effectuate such revision, extension or remarketing.

(c) To the Trustee, (i) the Ordinary Trustee Fees and Expenses to the extent that the funds available in the Expense Fund under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the extraordinary Trustee fees and expenses.

(d) To the Issuer (i) the Ordinary Issuer Fees to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the Extraordinary Issuer's Fees and Expenses.

(e) All costs of printing any replacement Bonds required to be issued under the Indenture to the extent such costs are not paid by the Holders.

(f) To the extent not paid by the Trustee from the Expense Fund, all of the fees and expenses of the Rebate Analyst (including, but not limited to, the Rebate Analyst Fee) and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with any of the requirements imposed by Section 4.09 of the Indenture and the Tax Compliance Agreement to the extent funds available under the Indenture are not sufficient and applied therefor. The Borrower shall provide or cause to be provided all information and money (including money necessary to make deposits to the Rebate Fund required by the Indenture and the Tax Compliance Agreement and the fees and expenses of the Rebate Analyst to the extent available money in the Bond Fund under the Indenture are inadequate to pay such amounts) to the Trustee and the Rebate Analyst to enable the Trustee and the Rebate Analyst to comply with the Indenture and the Tax Compliance Agreement.

(g) To the Dissemination Agent, the Dissemination Agent Fee, to the extent funds available in the Expense Fund under the Indenture are not sufficient and applied therefor, as well as any other costs and expenses in order to provide for compliance with the terms of the Continuing Disclosure Agreement.

(h) To the Remarketing Agent, the Remarketing Agent Fee and any Remarketing Expenses.

In the event the Borrower is in default under any provision of any of the Borrower Documents and such default is not cured after expiration of all applicable notice and cure provisions, the Borrower shall be liable to, and upon demand shall pay to, the Issuer and the Trustee all reasonable fees and disbursements of such persons and their agents (including reasonable attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto except to the extent such fees and disbursements are paid from money available therefor under the Indenture.

To provide for certain of the anticipated Additional Payments, the Borrower agrees to cause to be deposited a portion of the Initial Borrower Deposit into the Expense Fund and the Costs of Issuance Fund as required under the Indenture, and authorizes the Trustee to pay, from money on deposit in the Costs of Issuance Fund and the Expense Fund, the amounts provided

to be paid from the Costs of Issuance Fund or the Expense Fund in accordance with Sections 4.05 and 4.08, respectively, of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable.

Upon the payment, prepayment, or incurrence of any such cost, expense, or liability described in this Section by any such party, the Additional Payments in respect thereof shall be payable upon written demand to the Borrower, which demand shall be accompanied by invoices or other appropriate documentation concerning the nature, amount and incurrence of such cost, expense or liability. If the Additional Payments payable under this Section are not paid upon such demand, such Additional Payments shall bear interest from the date of such payment or the incurrence thereof at the Interest Rate for Advances until the amount due shall have been fully paid.

Except as otherwise provided herein, the obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, unless and until the Borrower has transferred the Project to an unaffiliated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

**Section 4.05 Obligations of the Borrower Unconditional**. The obligations of the Borrower to make the payments required under this Loan Agreement, and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or any other person. Subject to termination as provided herein, the Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Loan Agreement, (b) will perform and observe all of its other agreements contained in this Loan Agreement and (c) will not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement, whether express or implied, or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Indenture, whether express or implied.

**Section 4.06 Limited Obligation of Issuer**. The obligations of the Issuer under this Loan Agreement are special, limited obligations of the Issuer, payable solely out of the Revenues. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them.

**Section 4.07 Assignment of Issuer's Rights**. As security for the payment of the Bonds, the Issuer will, pursuant to the Indenture, assign and pledge to the Trustee all of the Issuer's right, title and interest in and to this Loan Agreement and the Borrower Note, except that it will retain the Issuer Reserved Rights, but such retention by the Issuer will not limit in any way the exercise by the Trustee of its rights hereunder, under the Indenture, the Borrower Note and the Bonds. Notwithstanding anything herein to the contrary, the Issuer hereby directs the Borrower to make

all payments under this Loan Agreement (except with respect to the Issuer Reserved Rights) and the Borrower Note directly to the Trustee. The Borrower hereby acknowledges and consents to such pledge and assignment, and agrees to make payments directly to the Trustee (except with respect to the Issuer Reserved Rights), without defense or set-off, recoupment or counterclaim by reason of any dispute between the Borrower on the one hand, and the Trustee or the Issuer on the other hand, or otherwise. After any such assignment and pledge referenced in this Loan Agreement, the Indenture, the Bonds or the Borrower Note, all rights, interest and benefits accruing to the Issuer under this Loan Agreement or the Borrower Note, except for the Issuer Reserved Rights, shall be assigned to and become the rights and benefits of the Trustee. Any obligations of the Issuer as provided in the Indenture, this Loan Agreement, the Bonds or the Borrower Note shall remain the obligations of the Issuer to the extent provided herein and therein after such assignment. The Issuer agrees that the Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer Reserved Rights) and all obligations of the Borrower under and pursuant to the assigned documents as aforesaid, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Trustee, in each case whether or not there has been a Default hereunder.

The Trustee will have all rights and remedies herein accorded to the Issuer (except for Issuer Reserved Rights).

## ARTICLE V
## SPECIAL COVENANTS

**Section 5.01 Access to the Project**. The Borrower agrees that the Issuer, the Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the acquisition, rehabilitation and equipping thereof at all reasonable times. The Borrower acknowledges that the Issuer shall monitor the acquisition, rehabilitation and equipping of the Project. The Issuer, the Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

**Section 5.02 Further Assurances and Corrective Instruments**. The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

**Section 5.03 Issuer and Borrower Representatives**. Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative. The Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

**Section 5.04 Financing Statements**. The Borrower shall, or shall cause to be executed and filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

**Section 5.05 Insurance**. The Borrower shall obtain and keep in force such insurance coverage as may be required by the Issuer in its reasonable discretion from time to time. All insurance policies and renewals thereof relating to the Project shall be in a form acceptable to the Issuer in its reasonable discretion and shall designate the Issuer and the Trustee as additional insured for liability insurance on the Project. The Issuer shall be furnished with full copies of all policies within fifteen (15) calendar days of receipt thereof and shall have the right to receive duplicate copies of policies and renewals, and the Borrower shall promptly furnish the Issuer with copies of all renewal notices and all receipts for paid premiums within fifteen (15) calendar days of receipt thereof. The Borrower shall notify the Issuer at least 30 calendar days in advance of an endorsement or of any change in the terms of coverage adverse to the Issuer. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Issuer.

With respect to any casualty insurance, it shall (a) be in an amount equal to the greater of the actual cash value or the replacement cost of the insurable then existing improvements and equipment in the Project and (b) be provided by an insurance company with a claims paying ability rating of not less than "B+V" by A.M. Best.

**Section 5.06 Restriction on Plans and Specifications**. The Borrower will not cause, permit or suffer to exist, any material deviations from the Plans and Specifications and will not approve or consent to any construction change directive which results in a material deviation from the Plans and Specifications without the prior approval of the Issuer, which approval shall not be unreasonably withheld, conditioned or delayed.

**Section 5.07 Requisitions**

(a) At such time as the Borrower shall desire to obtain an advance from the Project Fund, the Borrower shall complete, execute and deliver to the Trustee a Requisition. Each Requisition shall be signed on behalf of the Borrower, shall be in the form set forth on Exhibit B to this Loan Agreement, and shall state with respect to each disbursement to be made: (i) the number of the Requisition, (ii) the amount to be disbursed and the sources of such disbursement, (iii) that each obligation described therein is a Project Cost, has been properly incurred and has not been the basis for any previous disbursement and (iv) that the expenditure of such disbursement when added to all previous disbursements will result in not less than 95% of all disbursements from proceeds of the Bonds having been used to pay or reimburse the Borrower for Qualified Project Costs. The Borrower shall submit the Requisition to the Trustee for payment. Approved Requisitions may be submitted to the Trustee by Electronic Means and shall not include accompanying supporting materials. In making such payment, the Trustee may rely upon such requisitions and shall not be required to make any investigation in connection therewith.

(b) The amounts deposited into the Project Fund may be disbursed by the Trustee only in accordance with Section 4.04 of the Indenture, including delivery of a written Requisition of the Borrower satisfying the requirements of this Section 5.07 and Section 5.02 of the Indenture.

**Section 5.08 Borrower Receipt of Insurance or Condemnation Proceeds**. In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project from a party other than the Trustee, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Lender to be used in accordance with the Mortgage Loan Documents.

**Section 5.09 Financial Information**. The Borrower agrees that it will have the books and records of the Borrower audited annually by an independent certified public accountant as soon as practicable after the close of each fiscal year of the Borrower, and will furnish within 120 days after the end of each fiscal year to the Issuer and the Trustee a copy of the audit report certified by such certified public accountant and prepared in accordance with generally accepted accounting principles, which report shall include calculations of the availability of funds for distributions and disclose the amount of member distributions for the preceding year. The Borrower and the Issuer acknowledge that the Trustee shall have no obligations under this Section 5.09 other than to receive such statements and, if requested, to furnish such statements to Holders. The Trustee shall not have any obligation to review such statement provided to it, nor shall the Trustee be deemed to have notice of any item contained therein or Event of Default or Default which may be disclosed therein in any manner. The Trustee shall have not duty to request copies of any such statements which are required to be furnished to it hereunder.

**Section 5.10 Environmental Requirements; Indemnity**

(a) As between the Issuer and the Borrower, the Issuer and the Borrower agree and understand that the terms and provisions of an environmental indemnification agreement between the parties, if any, shall govern all indemnifications from the Borrower to the Issuer with respect to environmental matters affecting the Project. The terms and provisions of such environmental indemnification agreement are incorporated herein by this reference, mutatis mutandis, as if fully set forth herein with respect to such relationship. As such, the balance of the provisions of this Section govern only the relationship between the Borrower and the Issuer with respect to indemnifications from the Borrower to the Issuer with regard to environmental matters affecting the Project.

(b) For purposes of this Section 5.10, the term "Hazardous Substance" means and includes any substance, material or waste, including asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as "toxic," "hazardous" or a "pollutant," or that is or becomes similarly designated, classified or regulated, under any applicable federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary household, cleaning or office product used on the Premises (as defined below) by Borrower or any tenant or agent of Borrower, or customary construction materials used during the course of rehabilitation of the Project by the Borrower and its general contractor, provided such use is in accordance with applicable hazardous materials laws.

(c) Before signing this Loan Agreement, the Borrower researched and inquired into the previous uses and owners of the premises on which the Project is located (the "**Premises**") and obtained a Phase I environmental site assessment, a Phase II site assessment and other reports with respect to the environmental conditions of the Premises, copies of which have been delivered to the Issuer. Based on that due diligence, the Borrower represents and warrants to the Issuer that, except as the Borrower has disclosed to the Issuer in writing and as described in the Phase I environmental site assessment and Phase II site assessment, to the best of the Borrower's knowledge, (i) no Hazardous Substance has been disposed of, or released to or from, or otherwise now exists in, on, under or around, the Premises, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Premises.

(d) The Borrower has complied, and will comply and cause all tenants and any other persons who may come upon the Premises to comply in all material respects with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous

Substances, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Premises. The Borrower will not install or allow to be installed any aboveground or underground storage tanks on the Premises. The Borrower must comply with the recommendations of any qualified environmental engineer or other expert engaged by the Borrower with respect to the Premises. The Borrower must promptly notify the Issuer in writing (1) if it knows, suspects or believes there may be any Hazardous Substance in or around any part of the Premises, any improvements constructed on the Premises, or the soil, groundwater or soil vapor on or under the Premises, or that the Borrower or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and (ii) of any claim made or threatened by any person, other than a governmental agency, against the Borrower arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, any Improvements constructed on the Premises or the soil, groundwater or soil vapor on or under the Premises (any of the matters described in clauses (i) and (ii) above a "Hazardous Substances Claim").

(e) The Issuer, the Trustee and their respective officers, employees, directors, agents, assignees, and any purchasers of the Premises at any foreclosure sale (each individually, an "Indemnified Party," and all collectively, the "Indemnified Parties"), have the right at any reasonable time and upon notice to the Borrower to enter and visit the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples and conducting tests on any part of the Premises. The Indemnified Parties have no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any Indemnified Party imposes any liability on any Indemnified Party. In no event will any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been or will be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither the Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Borrower waives to the fullest extent permitted by law any such duty of care on the part of the Indemnified Parties or any other party to protect the Borrower or inform the Borrower or any other party of any Hazardous Substances or any other adverse condition affecting the Premises. Any Indemnified Party will give the Borrower reasonable notice before entering the Premises. The Indemnified Party will make reasonable efforts to avoid interfering with the Borrower's and its tenants' use of the Premises in exercising any rights provided in this Section. The Borrower must pay all costs and expenses incurred by an Indemnified Party in connection with any inspection or testing conducted in accordance with this subsection. The results of all investigations conducted and/or reports prepared by or for any Indemnified Party must at all times remain the property of the Indemnified Party, and under no circumstances will any Indemnified Party have any obligation whatsoever to disclose or otherwise make available to the Borrower or any other party the results or any other information obtained by any of them in connection with the investigations and reports. Notwithstanding the foregoing, the Indemnified Parties hereby reserve the right, and the Borrower hereby expressly authorizes any Indemnified Party, to make available to any party (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Premises) any and all reports, whether prepared by any Indemnified Party or prepared by the Borrower and provided to any Indemnified Party (collectively, "Environmental Reports") that any Indemnified Party may have with respect to the Premises. The Borrower consents to the Indemnified Parties' notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. The Borrower acknowledges that the Indemnified Parties cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports and that the release of the Environmental Reports, or any information

contained therein, to prospective bidders at any foreclosure sale of the Premises may have a material and adverse effect upon the amount that a party may bid at such sale. The Borrower agrees that the Indemnified Parties have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and the Borrower hereby releases and forever discharges the Indemnified Parties from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Environmental Reports or the delivery thereof, unless resulting from the gross negligence or willful misconduct of the Indemnified Parties

(f) The Borrower must promptly undertake any and all remedial work (**"Remedial Work"**) in response to Hazardous Substances Claims to the extent required by governmental agency or agencies involved or as recommended by prudent business practices, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to the Issuer's security under the Borrower Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer, (ii) pursuant to a detailed written plan for the Remedial Work approved by all applicable public or private agencies or persons with a legal or contractual right to such approval, (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, and (iv) only following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) at the Issuer's option, is subject to the Issuer's prior written approval, which may not be unreasonably withheld, conditioned or delayed.

(g) The obligations and rights of the parties under this Section 5.10 continue in full force and effect until the first to occur of full, final and indefeasible repayment of the Liabilities or the transfer of title to all or any part of the Premises at a foreclosure sale or by deed in lieu of such foreclosure (any such foregoing transfer being referred to as a "Foreclosure Transfer"). The parties' obligations and rights under this Section 5.10 continue in full force and effect after the full and final payment of the Liabilities or a Foreclosure Transfer, as the case may be, but (i) in the case of a full and final payment of the Liabilities, the Borrower's obligations under this Section 5.10 are thereafter limited to the indemnification obligations of subsections (i) and (j) below as to Indemnified Costs (as defined below) arising out of or as a result of events prior to the full and final payment of the Liabilities, and (ii) in the case of a Foreclosure Transfer, the obligations do not include the obligation to reimburse any Indemnified Party for diminution in value of the Premises resulting from the presence of Hazardous Substances on the Premises before the date of the Foreclosure Transfer if, and to the extent that, the Indemnified Party recovers on a deficiency judgment including compensation for such diminution in value; provided, however, that nothing in this sentence impairs or limits an Indemnified Party's right to obtain a judgment in accordance with applicable law for any deficiency in recovery of all obligations, subject to the provisions of Section 9.03 hereof. As used in this Section 5.10, the term "Indemnified Costs" means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties and losses incurred in connection with Hazardous Substances on the Property (including sums paid in settlement of claims and all consultant, expert and reasonable legal fees and expenses of the Issuer's counsel), including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work (whether of the Premises or any other property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources.

(h) Except for those arising from the gross negligence or willful misconduct of the Indemnified Parties, the Borrower shall indemnify, defend and hold the Indemnified Parties harmless for, from and against any and all Indemnified Costs directly or indirectly arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, or in the soil, groundwater or soil vapor on or under the Premises, including: (i) any claim for such Indemnified Costs asserted against any Indemnified Party by any federal, state or local governmental agency, including the United States Environmental Protection Agency and the Illinois Environmental Protection Agency, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an "owner" or "operator" of the Premises under any law relating to Hazardous Substances; (ii) any claim for such Indemnified Costs asserted against any Indemnified Party by any person other than a:governmental agency, including (1) any person who may purchase or lease all or any portion of the Premises from the Borrower, from any Indemnified Party or from any other purchaser or lessee, (2) any person who may at any time have any interest in all or any portion of the Premises, (3) any person who may at any time be responsible for any clean-up costs or other Indemnified Costs relating to the Premises, and (4) any person claiming to have been injured in any way as a result of exposure to any Hazardous Substance; (iii) any Indemnified Costs incurred by any Indemnified Party in the exercise by the Indemnified Party of its rights and remedies under this Section 5.10; and (iv) any Indemnified Costs incurred by any Indemnified Party as a result of currently existing conditions in, on or around the Premises, whether known or unknown by the Borrower or the Indemnified Parties at the time this Loan Agreement is executed, or attributable to the acts or omissions of the Borrower, any of the Borrower's tenants, or any other person in, on or around the Premises with the consent or under the direction of the Borrower.

(i) Upon demand by any Indemnified Party, the Borrower must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any Indemnified Party, whether alone or together with the Borrower or any other person, all at the Borrower's own cost and by counsel reasonably approved by the Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Borrower's expense.

(j) In addition to any other rights or remedies the Issuer may have under this Loan Agreement, at law or in equity, upon the occurrence of an Event of Default under this Loan Agreement not cured within the applicable cure period, the Issuer may do or cause to be done whatever is necessary to cause the Premises to comply with any and all laws, regulations and ordinances governing or applicable to Hazardous Substances, and any other applicable law, rule, regulation, order or agreement, and the cost thereof will become immediately due and payable upon demand by the Issuer, and if not paid when due will accrue interest at the default rate set forth in the Bonds, until paid. The Borrower hereby acknowledges and agrees that any amounts realized by the Issuer by reason of the following may be applied to pay the Liabilities prior to being applied to pay the Borrower's obligations to reimburse the Issuer for costs and expenses, including those incurred by the Issuer in enforcing its rights and remedies under the provisions of this Section 5.10: (i) any payments made pursuant to the Bonds or any of the Borrower Documents (other than payments made to the Issuer for reimbursement of costs and expenses or for enforcement of its rights and remedies, under the provisions of this Section 5.10); (ii) any foreclosure of documents evidencing or securing the Liabilities (including any amounts realized by reason of any credit bid in connection with any such foreclosure); (iii) any conveyance in lieu of foreclosure; (iv) any other realization upon any security for the Liabilities; (v) any recoveries against the Borrower personally (except for recoveries against the Borrower for reimbursement of costs and expenses or enforcement of the Issuer's rights and remedies under this Section

5.10); and (vi) any recoveries against any person or entity other than the Borrower (including any guarantor) to the maximum extent permitted by applicable law.

## ARTICLE VI
## RESTRICTION ON TRANSFER

**Section 6.01 Borrower to Maintain its Existence; Sale of Project.**

(a) The Borrower shall maintain its existence, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity assumes in writing all of the obligations of the Borrower under the Borrower Documents. The Borrower shall not permit one or more other entities to consolidate with or merge into it, or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein.

(b) No sale, assignment or transfer of the Project shall be made unless (a) the Issuer consents to such assignment or transfer, (b) the transferee or assignee, as the case may be, assumes all the duties of the Borrower under the Borrower Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder arising prior to such sale, assignment or transfer, and (c) no Event of Default as certified in writing to the Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Loan Agreement. The Trustee shall consent to any such assignment or transfer if (i) the Borrower provides a written certification to the Trustee that the aforesaid conditions have been satisfied, (ii) the Trustee receives an Opinion of Co-Bond Counsel addressed to the Trustee to the effect that such transfer or assignment would not adversely affect the Federal Tax Status of the Bonds, and (iii) the Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by a purchaser, assignee or transferee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; provided, however, the Borrower shall not be released from its obligation (x) to pay or reimburse the fees and expenses of the Issuer and the Trustee incurred prior to such sale, assignment or transfer and (y) to indemnify the Trustee and the Issuer with respect to any obligation, event or action incurred or arising prior to such sale, assignment or transfer. Nothing contained in this Section shall be construed to supersede any provisions regarding assignment and transfer of the Project contained in the Mortgage Loan Documents.

(c) Notwithstanding anything to the contrary contained herein or in any other Borrower Document, the following shall be permitted and shall not require the prior written approval of the Issuer or the Trustee: (a) the transfer by the Investor Limited Partner of its respective interests in the Borrower in accordance with the terms of the Borrower's Organizational Documents, (b) the removal of the General Partner of the Borrower in accordance with the Organizational Documents or Construction Loan Documents, as applicable, and the replacement thereof with an affiliate of Investor Limited Partner or Construction Lender, (c) the transfer of ownership interests in the Investor Limited Partner, (d) upon the expiration of the tax credit compliance period, the transfer of the interests of the Investor Limited Partner in the Borrower to the Borrower's General Partner or any of its respective affiliates or assigns, and (e) any amendment to the Organizational Documents, or Construction Loan Documents, as applicable, to memorialize the transfers or removal described above. The parties agree that this section shall control to the extent of any conflict in any Borrower Documents. In the event the Borrower intends

to sell, lease (except to the tenants who will occupy units in the Project), sublease or otherwise materially encumber the whole of or any part of the Project or sell, assign or otherwise, except as otherwise provided herein, transfer any interest in the Borrower (a "**transfer**"), it shall (i) apply to the Issuer for consent to transfer, and (ii) comply with the provisions of the Land Use Restriction Agreement restricting any such transfer.

## ARTICLE VII
## INDEMNIFICATION

### Section 7.01 Indemnification of Issuer and Trustee

(a) Except as otherwise provided below and subject to Sections 8.07 and 9.04 hereof, the Issuer and the Trustee, and each of their officers, agents, independent contractors, employees, successors and assigns, and, in the case of the Issuer, its elected and appointed officials, past, present or future (hereinafter the "**Indemnified Persons**"), shall not be liable to the Borrower for any reason. The Borrower shall defend, indemnify and hold the Indemnified Persons harmless from any loss, claim, damage, tax, fine, penalty or expense (including, but not limited to, reasonable counsel fees, costs, expenses and disbursements), or liability (other than with respect to payment of the principal of or interest on the Promissory Note) of any nature due to any and all suits, actions, legal or administrative proceedings, expenses or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use or maintenance of the Project; (ii) any act, failure to act, or misrepresentation by the Borrower or any member of the Borrower, or any Person acting on behalf of, or at the direction of, the Borrower or any member of the Borrower, in connection with the issuance, sale or delivery of the Bonds; (iii) any false or misleading representation made by the Borrower in the Borrower Documents; (iv) the breach by the Borrower of any covenant contained in the Borrower Documents, or the failure of the Borrower to fulfill any such covenant which are not cured within all applicable notice and cure periods; (v) enforcing any obligation or liability of the Borrower under this Loan Agreement, the Promissory Note, or the other Borrower Documents, or any related agreement; (vi) taking any action requested by the Borrower; (vii) taking any action reasonably required by the Borrower Documents; or (viii) taking any action considered necessary by the Issuer or the Trustee, and which is authorized by the Borrower Documents. If any suit, action or proceeding is brought against any Indemnified Person, the interests of the Indemnified Person in that suit, action or proceeding shall be defended by counsel to the Indemnified Person or the Borrower, as the Indemnified Person shall determine. If such defense is by counsel to the Indemnified Person, the Borrower shall indemnify and hold harmless the Indemnified Person for the cost of that defense, including reasonable counsel fees, disbursements, costs and expenses. If the Indemnified Persons affected by such suit determine that the Borrower shall defend the Indemnified Persons, the Borrower shall immediately assume the defense at its own cost. Neither the Indemnified Persons nor the Borrower shall be liable for any settlement of any proceeding made without each of their consent. In no event shall the Borrower be liable to an Indemnified Person for the Indemnified Person's own willful misconduct or gross negligence.

(b) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to enforce: (i) any applicable federal or state law or regulation or resolution of the Issuer related to the Project, and (ii) any rights accorded the Issuer by federal or state law or regulation or resolution of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(c) If the Indemnified Persons are requested by the Borrower to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, they will do so if and only if: (i) the Indemnified Persons are a necessary party to any such action; (ii) the Indemnified Persons have received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Indemnified Persons; and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Indemnified Persons has been executed by the Borrower prior to the taking of any such action by the Indemnified Persons.

(d) The obligations of the Borrower under this Section 7.01 shall survive any assignment or termination of this Loan Agreement and, as to the Trustee, any resignation or removal of the Trustee.

(e) Indemnification of the Issuer by the Borrower with respect to environmental matters shall be governed exclusively by the terms and provisions of any environmental indemnification agreement.

## ARTICLE VIII
## DEFAULTS AND REMEDIES

**Section 8.01 Defaults Defined**. The following shall be "Defaults" under this Loan Agreement and the term "Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) The Borrower shall fail to pay any Loan Payment on or prior to the date on which that Loan Payment is due and payable to the extent amounts on deposit in the Bond Fund, including amounts transferred from the Collateral Fund and the Project Fund are insufficient to pay the Bond Service Charges due on the next Bond Payment Date;

(b) The Borrower shall fail to observe and perform any other agreement, term or condition contained in this Agreement and the continuation of such failure for a period of 30 days after written notice thereof shall have been given to the Borrower and Lender by the Issuer or the Trustee, or for such longer period as the Issuer and the Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion, which must be resolved within 180 days after the aforementioned notice;

(c) The Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, which is not dismissed within 90 days; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property which appointment is not vacated within a period of 90 days;

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Loan Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any adverse material respect when made or given;

(e) There shall occur an "Event of Default" as defined in the Indenture; and

(f) There shall occur an "Event of Default" as defined in the Land Use Restriction Agreement by the Borrower under the Land Use Restriction Agreement that is continuing after any applicable notice and cure period.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Borrower is unable to perform or observe any agreement, term or condition hereof which would give rise to a Default under subsection (b) hereof, the Borrower shall not be deemed in default during the continuance of such inability. However, the Borrower shall promptly give written notice to the Trustee and the Issuer of the existence of an event of Force Majeure and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

Any term of this Loan Agreement, the Indenture or of any related document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Trustee shall have no responsibility, obligation or duty to enter upon, or otherwise take possession or control of, the Project or the Premises, or take any other action which could constitute taking possession or control of the Project or the Premises (i) if it will require the approval of a governmental regulator that cannot be obtained, (ii) until the Trustee shall be indemnified to its sole satisfaction and (iii) until the Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created under the Indenture shall incur, by reason of such action, any personal liability under any federal or State law for hazardous wastes, hazardous materials or other environmental liabilities or any other liability.

The term "**Force Majeure**" shall mean, without limitation, the following:

(i) acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; civil disturbances; riots; landslides; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or

(ii) any cause, circumstance or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

The declaration of a Default under subsection (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 8.02 Remedies on Default**. Whenever any Default referred to in Section 8.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Trustee, or the Issuer (in the event the Trustee does not act), may take one or any combination of the following remedial steps:

(a) If the Trustee has declared the Bonds immediately due and payable pursuant to Section 6.02 of the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Borrower Note, the Land Use Restriction Agreement or any other Borrower Document in the event of default thereunder.

Notwithstanding the foregoing, neither the Issuer nor the Trustee shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished to the Issuer or the Trustee, as applicable, at no cost or expense to the Issuer or the Trustee. Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of Bond Service Charges collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 4.14 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 8.03 No Remedy Exclusive**. Subject to Section 6.08 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Bond Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee, and the Trustee and the Holders, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained.

**Section 8.04 Agreement to Pay Attorneys' Fees and Expenses**. In the event the Borrower should Default under any of the provisions of this Loan Agreement or under the Borrower Note and the Issuer and/or Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or under the Borrower Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Borrower Note, the Borrower agrees that it will on demand therefor pay to the Issuer and the Trustee, as the case may be, the reasonable fees and expenses of such attorneys (including, without limitation, those incurred to enforce this provision) and such other expenses so incurred by the Issuer and/or the Trustee. This Section 8.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Loan Agreement or the termination of this Loan Agreement for any reason.

**Section 8.05 No Additional Waiver Implied by One Waiver**. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.06 Right to Cure**. Notwithstanding anything to the contrary herein or otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner, or the Construction Lender, shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower herein or otherwise in the Borrower Documents.

**Section 8.07 Default by Issuer; Limited Liability**. Notwithstanding any provision or obligation to the contrary herein set forth, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge upon the general credit of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Loan Agreement, the Borrower Note, and any other Borrower Documents, and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, and the Issuer shall not be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and the Issuer shall be obligated to pay the same only out of Revenues. The Issuer shall not be required to do any act whatsoever, or exercise any diligence whatsoever, to mitigate the damages to the Owner if a Default shall occur hereunder.

## ARTICLE IX
## MISCELLANEOUS

**Section 9.01 Term of Agreement**. This Loan Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided, that the provisions of Sections 5.10, 7.01 and Article VII hereof shall survive termination of this Loan Agreement.

**Section 9.02 Notices; Publication of Notice**

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Borrower shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer or the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Borrower (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of the Indenture.

(b) Whenever the Issuer or the Borrower is required or permitted to give or publish notice of any event or occurrence under this Loan Agreement, such notice shall be given or published in such manner and by such means as the Issuer or the Borrower, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (i) publication in one or more newspapers or trade journals selected by the Issuer or the Borrower, as the case may be; (ii) publication by or through one or more financial information reporting services; (iii) delivery to one or more "nationally recognized municipal securities information repositories" (as such terms is defined in Securities and Exchange Commission Rule 15c2-12) or any successor repository or entity fulfilling a substantially similar or like role; or (iv) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Borrower.

**Section 9.03 Nonrecourse Liability of Borrower**. Except as provided herein, the monetary obligations of the Borrower contained in this Loan Agreement (except for fees, payments and indemnification under Sections 3.12, 4.04, 7.01 and 8.04 hereof) shall be limited obligations payable solely from the income and assets of the Project and neither the Borrower nor any partner, manager, member, director, official or officer of the Borrower shall have any personal liability for the satisfaction of any obligation of the Borrower or claim against the Borrower, arising out of this Loan Agreement. Notwithstanding anything contained in this Loan Agreement to the contrary, neither the Issuer nor the Trustee may assert any claim arising hereunder against the Borrower's interest in the Project, or in the rents or other income of the Project for the payment of any charge or obligation due hereunder.

The limit on the Borrower's 's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, to constitute a release, in whole or in part, of the indebtedness evidenced by this Loan Agreement or a release, in whole or in part, or an impairment of the security interest, or in case of any default or enforcing any other right of the Issuer under this Loan Agreement or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Loan Agreement.

The provisions of this Section shall survive the termination of this Loan Agreement

**Section 9.04 No Pecuniary Liability of Issuer**. No agreements or provisions contained in this Loan Agreement or any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project or any property of the Borrower financed, directly or indirectly, out of proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer (including tax and rebate

liability) or its past, present or future officers, directors, employees, commissioners, agents or members of its governing body and their successors and assigns or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Trust Estate. No failure of the Issuer to comply with any terms, covenants or agreements in this Loan Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer or its past, present or future officers, directors, employees, commissioners, agents and members of its governing body and their successors and assigns to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Trust Estate. Without limiting the requirement to perform its duties or exercise its rights and powers under this Loan Agreement upon receipt of appropriate indemnity or payment, none of the provisions of this Loan Agreement or the Indenture will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Loan Agreement. Nothing in this Loan Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Loan Agreement or in the Indenture; provided that no costs, expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Loan Agreement or made available under the Indenture by the Borrower and pledged to the payment of the Bonds.

No covenant, agreement or obligation contained herein or in any other financing instrument executed in connection with the Project or the making of the Loan shall be deemed to be a covenant, agreement or obligation of any past, present or future director, officer, employee, commissioner, or agent of the Issuer in his or her individual capacity so long as he or she does not act in bad faith, and no such director, officer, employee, commissioner or agent of the Issuer in his or her individual capacity shall be subject to any liability under any agreement to which the Issuer is a party or with respect to any other action taken by him or her so long as he or she does not act in bad faith.

**Section 9.05 Binding Effect**. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders and their respective successors and assigns.

**Section 9.06 Severability**. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.07 Amounts Remaining in Funds**. Subject to the provisions of Section 4.07 of the Indenture, any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds for two years after the due date thereof (whether at stated maturity or otherwise), shall be deemed to belong to and shall be paid, at the written request of the Borrower, to the Borrower by the Trustee as overpayment of Loan Payments. With respect to that principal of and interest on the Bonds to be paid from money paid to the Borrower pursuant to the preceding sentence, the Holders of the Bonds entitled to such money shall look solely to the Borrower for the payment of such money. Further, any amounts remaining in the Special Funds after all of the Outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Loan Agreement, the Note and the Indenture have been paid, shall, subject to Section 4.14 of the Indenture and at the written request of the Borrower, be paid to the Borrower to the extent that such money are in excess of the amounts necessary to effect the payment and discharge of the Outstanding Bonds.

**Section 9.08 Amendments, Changes and Modifications**. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

**Section 9.09 Execution in Counterparts**. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 9.10 Applicable Law; Jury Trial**. This Loan Agreement and the Borrower Note, and the rights and obligations of the parties hereunder and thereunder, shall be construed in accordance with, and shall be governed by, the laws of the State of Illinois, without regard to its conflict of laws principles.

**THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE BORROWER NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED; IN CONNECTION HEREWITH OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT OR THE BORROWER NOTE, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

**THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE ISSUER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS LOAN AGREEMENT, THE BORROWER NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT, THE BORROWER NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.**

**Section 9.11 Captions**. The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective official names by their duly authorized officers, all as of the date first above written.

**CITY OF CHICAGO**, as Issuer

By: _____
Name: Jill Jaworski
Title: Chief Financial Officer

Seal

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

[SIGNATURE PAGE TO LOAN AGREEMENT – SIGNATURES CONTINUED ON NEXT PAGE]

**NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership

**By: Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, its General partner**

By: Celadon Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name:
Title:

[SIGNATURE PAGE TO LOAN AGREEMENT CONTINUED]

_____, as Trustee

By: _____
Name:
Title:

[SIGNATURE PAGE TO LOAN AGREEMENT CONTINUED]

(Sub)Exhibits "A", "B" and "C" referred to in this Loan Agreement read as follows:

*(Sub)Exhibit "A".*
(To Loan Agreement)

*Form Of Borrower Note.*

*This Borrower Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Indenture and the Loan Agreement referred to herein.*

**[$22,500,000]** December __, 2023

NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP, an Illinois limited partnership (the "**Borrower**"), for value received, promises to the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**") (and assigned to _____, as trustee (the "**Trustee**") under the Indenture hereinafter referred to), the principal amount of

_____00/100 DOLLARS

and to pay interest on the unpaid balance of such principal sum from and after the date hereof at the rate of _____% per annum through and including _____ 1, 202_, and thereafter at the applicable Remarketing Rate (as defined in the Indenture described below), until the payment of such principal sum has been made or provided for. The principal amount stated above shall be paid on or before _____ 1, 202_ (the "**Maturity Date**"). Interest shall be calculated on the basis of a 360-day year of 12 equal months. Interest on this Note shall be paid at least one Business Day prior to (a) each _____ 1 and _____ 1, commencing _____ 1, 202_, (b) each Redemption Date, (c) each Mandatory Tender Date, (d) the Maturity Date and (e) the date of acceleration of the Bonds (the "**Interest Payment Dates**"). Terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as defined below.

This Borrower Note has been executed and delivered by the Borrower to the Trustee pursuant to a certain Loan Agreement dated as of December 1, 2023 (the "**Loan Agreement**"), by and among the Issuer, Borrower and the Trustee.

Under the Loan Agreement, the Issuer has loaned the Borrower the principal proceeds received from the sale of its [$22,500,000] City of Chicago Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the **"Bonds"**), to assist in the financing of the Project, as such term is defined in the below-defined Indenture, and the Borrower has agreed to repay such loan by making payments ("**Loan Payments**") at the times and in the amounts set forth in this Borrower Note for application to the payment of principal of and interest on the Bonds as and when due. The Bonds have been issued, concurrently with the execution and delivery of this Borrower Note, pursuant to, and are secured by, the Indenture dated as of December 1, 2023 (the "**Indenture**"), between the Issuer and the Trustee.

To provide funds to pay the principal of and interest on the Bonds as and when due as specified herein, the Borrower hereby agrees to and shall make Loan Payments in amounts on each Interest Payment Date equal to the Bond Service Charges on the Bonds payable on such Interest Payment Date. In addition, to provide funds to pay the Bond Service Charges on the Bonds as and when due at any other time, the Borrower hereby agrees to and shall make Loan Payments at least one Business Day prior to the date on which any Bond Service Charges on the Bonds shall be due and payable, whether at maturity, upon acceleration or otherwise, in an amount equal to those Bond Service Charges.

If payment or provision for payment in accordance with the Indenture is made in respect of the Bond Service Charges on the Bonds from money other than Loan Payments, this Borrower Note shall be deemed paid to the extent such payments or provision for payment of Bonds has been made. Consistent with the provisions of the immediately preceding sentence, the Borrower shall have credited against its obligation to make Loan Payments any amounts transferred from the Project Fund or the Collateral Fund to the Bond Fund. Subject to the foregoing, all Loan Payments shall be in the full amount required hereunder.

All Loan Payments shall be made to the Trustee at its Designated Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Except as otherwise provided in the Indenture, the Loan Payments shall be used by the Trustee to pay the Bond Service Charges on the Bonds as and when due.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other Person.

This Borrower Note is subject to prepayment, in whole or in part, upon the terms and conditions relating to the redemption of the Bonds set forth in Article 3 of the Indenture. Any prepayment is subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Loan Agreement or the Indenture.

Whenever an Event of Default (as defined in the Indenture) under Section 6.01 of the Indenture shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then Outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 6.02 of the Indenture, the unpaid principal amount of and any premium and accrued interest on this Borrower Note shall also be due and payable on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Borrower Note.

The payment obligations of this Borrower Note are non-recourse to the Borrower to the extent set forth in Section 9.03 of the Loan Agreement.

Enforcement of the covenants in this Borrower Note will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Project or the Mortgage Loan proceeds, or the rents or deposits or other income of the Project.

Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Borrower Note will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Note to be executed in its name as of the date first above written.

**NEW CITY REDEVELOPMENT, LIMITED PARTNERSHIP**, an Illinois limited partnership

By: Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, its general partner

By: Celadon Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name:
Title:

**ENDORSEMENT**

Pay to the order of _____, without recourse, as Trustee under the Indenture referred to in the within mentioned Borrower Note, as security for the Bonds issued under the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Borrower Note.

This ___ day of December, 2023.

**CITY OF CHICAGO**, as Issuer

By:_____
Name: Jill Jaworski
Title: Chief Financial Officer

*(Sub)Exhibit "B".*
(To Loan Agreement)

**FORM OF REQUISITION**
**(Project Fund)**

_____, as Trustee
Attn:

**$[Insert Amount]**
**City of Chicago**
**Multi-Family Housing Revenue Bonds**
**(United Yards 1A Project)**
**Series 2023**

Ladies and Gentlemen:

Pursuant to Section 3.06 of the Loan Agreement dated as of December 1, 2023 (the "**Loan Agreement**") among the **CITY OF CHICAGO** (the "**Issuer**"), **NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP,** an Illinois limited partnership (the "**Borrower**"), and _____, as Trustee (the "**Trustee**"), the undersigned Authorized Borrower Representative hereby requests and authorizes the Trustee, as depositary of the Project Fund created by the Indenture dated as of December 1, 2023 (the "**Indenture**"), between the Issuer and the Trustee, to pay to the Borrower or to the person(s) listed on the Schedule I hereto out of the money deposited in the Project Fund to pay the costs of the items listed in Schedule I.

1. REQUISITION NO.: _____

2. PAYMENT DUE TO: [SEE ATTACHED SCHEDULE I]

3. AMOUNT TO BE DISBURSED: $_____ [SEE ATTACHED SCHEDULE I]

4. The amount requested to be disbursed pursuant to this Requisition will be used to pay Costs of the Project (as such term is defined in the Indenture) detailed in Schedule I attached to this Requisition.

5. With respect to a disbursement from the Project Fund, the undersigned certifies that:

   (a) the amounts included in 3 above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;

   (b) the amount paid or to be paid, as set forth in this Requisition, represents a part of the funds due and payable for Costs of the Project, such funds were not paid in advance of the time, if any, fixed for payment and such funds are due in accordance with the terms of any contracts applicable to the Project and in accordance with usual and customary practice under existing conditions;

   (c) the expenditures for which amounts are requisitioned represent proper charges against the Project Fund, have not been included in any previous requisition, have been properly recorded on the Borrower's books and are set forth in

Schedule I, with paid invoices attached for any sums for which reimbursement is requested;

(d) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for its funds actually advanced for Costs of the Project and do not represent a reimbursement to the Borrower for working capital;

(e) the amount remaining in the Project Fund, together with expected investment income on the Project Fund will, after payment of the amount requested by this Requisition, be sufficient to pay the Costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, currently in effect;

(f) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Loan Agreement and the Land Use Restriction Agreement;

(g) the full amount of each disbursement will be applied to pay or to reimburse the Borrower for the payment of Costs and that, after taking into account the proposed disbursement,

(A) at least 95% of the proceeds of the Bonds pursuant to all written requisitions will be used for Qualified Project Costs to provide a qualified residential rental project (as defined in Section 142(d) of the Code); and

(B) less than 25% of the Net Proceeds of the Bonds will be disbursed to pay or to reimburse the Borrower for the cost of acquiring land;

(h) the Borrower is not in default under the Loan Agreement or the Land Use Restriction Agreement and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Loan Agreement or the Land Use Restriction Agreement; and

(i) **[no amounts being requisitioned by this Requisition will be used to pay, or reimburse, any Costs of Issuance incurred in connection with the issuance of the Bonds.]**

6. The Borrower has on file, copies of invoices or bills of sale covering all items for which payment is being requested.

Requisition submitted this _____ day of _____, 202__.

**NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership

By: Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, its general partner

By: Celadon Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name:
Title:

[Schedule I referred to in this Form of Requisition unavailable at time of printing.]

*(Sub)Exhibit "C".*
(To Loan Agreement)

*Completion Certificate.*

$[Insert Amount]
City of Chicago
Multi-Family Housing Revenue Bonds
(United Yards 1A Project)
Series 2023

Pursuant to Section 3.09 of the Loan Agreement dated as of December 1, 2023 (the "Loan Agreement") by and among the City of Chicago (the "Issuer"), New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Borrower"), and _____, as Trustee (the "Trustee") and relating to the above-captioned Bonds, the undersigned Authorized Borrower Representative hereby certifies that (with capitalized words and terms used and not defined in this Certificate having the meanings assigned or referenced in the Loan Agreement):

(a) The Project was substantially completed and available and suitable for use as multifamily housing on _____.

(b) The acquisition, construction, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

(c) The costs of the Project financed with the Loan were $_____.

(d) As provided in subsection (e) of this Certificate, all costs of that acquisition and installation due on or after the date of this Certificate and now payable have been paid.

[(e) The Trustee shall retain $_____ in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained, for the following reasons:]

(e) At least 95% of the proceeds of the Bonds were expended for Qualified Project Costs as defined in the Indenture.

(f) This Certificate is given without prejudice to any rights against third parties that now exist or subsequently may come into being.

In Witness Whereof, the Authorized Borrower Representative has set his or her hand as of the day ____ of _____, 202__.

New City Redevelopment Limited Partnership,
an Illinois limited partnership

By: Celadon-Blackwood GP 1 LLC, an Illinois limited liability company, its general partner

By: Celadon Partners LLC, an Illinois limited liability company, its managing member

By: _____

Name:

Title:

*Exhibit "D".*
(To Ordinance)

*Land Use Restriction Agreement.*

**THIS LAND USE RESTRICTION AGREEMENT** (this "**Agreement**"), entered into as of December 1, 2023, between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership (the "**Owner**"),

**WITNESSETH:**

**WHEREAS**, the Issuer has issued, sold and delivered its [up to $22,500,000] Multi-Family Housing Revenue Bonds (United Yards 1A Project), Series 2023 (the "**Bonds**"); and

**WHEREAS**, the Bonds are issued pursuant to the Indenture of even date herewith (the "**Indenture**"), between the Issuer and _____, as trustee (the "**Trustee**"); and

**WHEREAS**, the proceeds derived from the issuance and sale of the Bonds are being lent by the Issuer to the Owner pursuant to the Loan Agreement of even date herewith (the "**Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of (i) the acquisition from the City of vacant land located at 1515 W. 47th Street, Chicago, Illinois (the "**6-Story Project Site**"), (ii) the acquisition from an affiliate of the Borrower of vacant land located at 1635-1643 W. 47th Street, Chicago, Illinois (the "**3-Flat Project Site**" and, collectively with the 6-Story Project Site, the "**Project Sites**"), as the Project Sites are more particularly described on Exhibit F of the hereinafter defined Ordinance, (iii) the construction on the 6-Story Project Site of a six-story new construction building with 45 units of family housing (the "**6-Story Facility**") and (iv) the construction on the 3-Flat Project Site of two 3-flat buildings with a combined total of six 2-bedroom units (the "**3-Flat Facilities**" and collectively with the 6-Story Facility, the "**Facilities**"), all together to be known as "**United Yards 1A**." At least 40% of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 60% of the area median income, and the remainder of the units in each of the 6-Story Facility and the 3-Flat Facilities will be occupied by households earning no more than 80% of the area median income; and

**WHEREAS**, in order to assure the Issuer and the purchasers of the Bonds (the "**Holders**") that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986 (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of each of the 6-Story Project and the 3-Flat Project must be established;

**WHEREAS**, Co-Bond Counsel has informed us that, for federal tax purposes, the 6-Story Project and the 3-Flat Project will be treated as separate projects (each, a "**Project**");

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:

**Section 1. Term of Restrictions**

(a) ***Occupancy Restrictions***. The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units in each Project are first occupied following completion of each Project and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in each such Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to each such Project is outstanding; or (iii) the date on which any housing assistance provided with respect to each such Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred with respect to each such Project as the "**Qualified Project Period**").

(b) ***Rental Restrictions***. The Rental Restrictions with respect to each Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) ***Involuntary Loss or Substantial Destruction***. The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to a Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal City (with respect to such Project) after the date of delivery of the Bonds, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to such Project), or condemnation or similar event (with respect to such Project), but only if, within a reasonable time, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to such Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to such Project will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to such Project subsequent to such event the Owner or any Affiliated Party (as hereinafter defined) obtains an ownership interest in such Project for federal income tax purposes. "**Affiliated Party**" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein).

(d) ***Termination***. This Agreement shall terminate with respect to a Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to such Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of such Project with the Rental Restrictions and the Occupancy

Restrictions applicable to such Project is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) ***Certification***. Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) ***HUD-Required Language***. [Reserved].

**Section 2. Project Restrictions**. The Owner represents, warrants and covenants with respect to each Project that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) Such Project is being acquired and constructed for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to such Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of such Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be Owner-occupied.

(d) None of the Units in such Project will at any time be used on a transient basis, nor will such Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; nor shall any portion of such Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; *provided, however* that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in such Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units

(subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in such Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (*e.g.*, parking areas, swimming pools, tennis courts, etc.) which are included as part of such Project will be of a character and size commensurate with the character and size of such Project, and will be made available to all tenants in such Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (*i.e.*, within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in such Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of such Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

**Section 3. Occupancy Restrictions**. The Owner represents, warrants and covenants with respect to such Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to such Project at least 40% of the completed Units in such Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which such Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or

certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however*, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in such Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in such Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at such Project as long as the Bonds are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in such Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to such Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to such Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in such Project, the Owner will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Owner with respect to such Project.

(i) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to such Project an annual

certification on Form 8703 as to whether such Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

**Section 4. Rental Restrictions**. The Owner represents, warrants and covenants with respect to such Project that once available for occupancy, each Unit in such Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to such Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to such Project the Owner will comply with all Section 8 requirements.

**Section 5. Transfer Restrictions**. The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of such Project (a "**Transfer**") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to such Project, unless the transferee pursuant to the Transfer assumes in writing (the "**Assumption Agreement**"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of such Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to such Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

**Section 6. Enforcement**

(a) Upon reasonable notice and during regular business hours, the Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding such Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within

its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting such Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to such Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partner shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

**Section 7. Covenants to Run with the Land**. The Owner hereby subjects such Project, the Projects Sites and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to such Project, the Units, and the Project Sites, throughout

the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying such Project, the Units or the Project Sites, or any portion thereof or interest therein (excluding any transferee of a membership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

**Section 8. Recording**. The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

**Section 9. Agents of the Issuer**. The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such City appointment.

**Section 10. No Conflict with Other Documents**. The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

**Section 11. Interpretation**. Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture and the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

**Section 12. Amendment**. Subject to any restrictions set forth in the Indenture, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

**Section 13. Severability**. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

**Section 14. Notices**. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being

deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in the applicable sections of the Indenture.

**Section 15. Governing Law**. The laws of the State of Illinois shall govern the construction of this Agreement, without reference to its conflicts of laws principles.

**Section 16. Limited Liability of Owner**. Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered owner of the Bonds, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Land Use Restriction Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

**CITY OF CHICAGO**, as Issuer

By:_____
Name: Jill Jaworski
Title: Chief Financial Officer

Seal

ATTEST:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

[City's Signature Page to Land Use Restriction Agreement]

This Land Use Restriction Agreement

Acknowledged and agreed to:

**NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP,**
An Illinois limited partnership

By: Celadon-Blackwood GP 1, LLC, an Illinois limited liability company, its general partner

By: Celadon Partners, LLC, an Illinois limited liability company, its managing member

By: _____
Name:
Title:

[Borrower's Signature Page to Land Use Restriction Agreement]

**STATE OF ILLINOIS** )
) **ss:**
**COUNTY OF COOK** )

BEFORE ME, the undersigned authority, on this day personally appeared Jill Jaworski and Andrea M. Valencia, the Chief Financial Officer and the City Clerk, respectively, of the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 2023.

[SEAL]

_____
Notary Public in and for the State of Illinois

My commission expires on:

_____

**STATE OF ILLINOIS )**
**) ss**
**COUNTY OF COOK )**

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that [_____], personally known to me to be the Manager of Celadon Partners, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"), the general partner of New City Redevelopment Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as his free and voluntary act, and as the free and voluntary act and deed of the Managing Member, General Partner and New City Redevelopment Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

_____
Notary Public

(SEAL)

My commission expires on:

_____

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement constitutes Exhibit "F" to ordinance printed on pages 7576 and 7577 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement read as follows:

*(Sub)Exhibit "B".*
(To Land-Use Restriction Agreement)

*Income Computation And Certification.**

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of December 1, 2023, among the City of Chicago and WHP-IID LLC, an Illinois limited liability company (together with its successors and assigns, the "Owner").

Re: United Yards Project 1A
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

| Name Of Members Of The Household | Relationship To Head Of Household | Age | Social Security Number | Place Of Employment |
|---|---|---|---|---|
| _____ | Head | _____ | _____ | _____ |
| _____ | Spouse | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., _____) is $_____. Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

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* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance City in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance City could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of $480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of $480 per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state City to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

7. Assets.

(a) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)? ___ Yes ___ No.

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value? ___ Yes ___ No.

(b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than $5,000? ___ Yes ___ No.

(c) If the answer to (b) above is yes, state:

(i) the total value of all such assets: $_____

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: $_____; and

(iii) the amount of such income, if any, that was included in Item 6 above: $_____.

8. Full-time Students.

(a) Are all of the individuals who propose to reside in the unit full-time students? ___ Yes ___ No.

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? ___ Yes ___ No.

9. Relationship To Project Owner. Neither I nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____ in _____, Illinois.

_____ _____
Applicant Applicant

_____
Applicant Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

Subscribed and sworn to before me this
___ day of _____, _____.

[Notary Seal]

Notary Public in and for the State of _____

My commission expires: _____

For Completion By Apartment Owner Only:

1. Calculation Of Eligible Income:

   a. Enter amount entered for entire household in 6 above: $_____

   b. (1) if the amount entered in 7(c)(i) above is greater than $5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance ($_____);

(2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings ($_____), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance ($_____); and

(3) enter at right the greater of the amount calculated under (1) or (2) above: $_____.

c. Total Eligible Income (Line 1.a plus line 1.b(3)): $_____

2. The amount entered in 1.c is:

_____ Less than 80 percent of Median Gross Income for Area.**

_____ More than 80 percent of Median Gross Income for the Area.***

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: $_____

4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 80 percent of Median Gross Income for the Area.

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** "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

*** See footnote 2.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

_____
Owner or Manager

*Income Verification.*

(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income: _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to New City Redevelopment Limited Partnership, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its Projects which has been financed by the City of Chicago.

_____ _____

Signature Date

Please send to:

_____

_____

_____

*Income Verification.*

(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____

Signature Date

*(Sub)Exhibit "C".*
(To Land-Use Restriction Agreement)

*Certificate Of Continuing Program Compliance.*

The undersigned, on behalf of New City Redevelopment Limited Partnership, an Illinois partnership (together with its successors and assigns, the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of December 1, 2023 (the "Land-Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land-Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants****. _____ Number of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than 31 days): _____ Number of Units

3. The total number of completed units in the Project is _____.

4. The total number in 2 is at least 40 percent of the total number in 3 above.

5. No Event of Default (as such term is defined in the Indenture) or Default (as such term is defined in the Loan Agreement) has occurred and is subsisting under the Land-Use Restriction Agreement, except as set forth in Schedule A attached hereto.

New City Redevelopment Limited Partnership,
an Illinois limited partnership

By: Celadon-Blackwood GP 1 LLC,
an Illinois limited liability company,
its general partner

By: _____

Name:

Title:

---

**** A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

*Exhibit "E".*
(To Ordinance)

*New City Redevelopment Limited Partnership Redevelopment Agreement.*

This agreement was prepared by and
after recording return to:
Ashley B. Fawver, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

New City Redevelopment Limited Partnership Redevelopment Agreement

This New City Redevelopment Limited Partnership Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 20_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), New City Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner") and Celadon Construction Corporation NFP, an Illinois nonprofit corporation ("Sponsor" together with Owner, "Developer"). The general partner of Owner is Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"). Celedon Partners, LLC, an Illinois limited liability company has an 80% ownership interest in the General Partner and Blackwood Development Partners, LLC, an Illinois limited liability company, has a 20% ownership interest in the General Partner.

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/Ashland Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/Ashland Redevelopment Project Area" (the "TIF Adoption Ordinance"), all of which have been amended subsequently (items(1)-(3), as amended, collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Developer intends to purchase certain property located within the Redevelopment Area at 1515 West 47th Street, Chicago, Illinois 60609 (the "First Site") from the City ("City Property") and at 1635-1643 West 47th Street, Chicago, Illinois 60609 from an Affiliate (as that term is defined below) (the "Second Site"), both sites of which are legally described on Exhibit A (the Second Site together with the First Site, the "Property"), and, within the time frames set forth in Section 3.01, shall commence and complete construction of three low-income housing structures on the Property ("Facilities"). The First Site improvements will consist of one six-story building that will contain approximately 45 units for family housing and a ground floor opportunity hub for technology training and business support targeted to support youth of communities of color. The Second Site improvements will consist of two three-flat buildings comprising a total of six two-bedroom housing units. At least 40% of the units in each of the improvements will be occupied by households earning no more than 60% of the area median income; the remainder of the units (60% thereof) in each of the improvements will be occupied by households earning no more than 80% of the area median income. The "Project" means the Facilities and the related improvements described herein, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03, Incremental Taxes (as defined below), to pay for or reimburse Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define, or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

| **Table of Contents** | **List of Exhibits** |
|---|---|
| 1. Recitals, Headings and Exhibits<br>2. Definitions<br>3. The Project<br>4. Financing<br>5. Conditions Precedent<br>6. Agreements with Contractors<br>7. Completion of Construction or Rehabilitation<br>8. Covenants/Representations/Warranties of Developer<br>9. Covenants/Representations/Warranties of the City<br>10. Developer's Employment Obligations<br>11. Environmental Matters<br>12. Insurance<br>13. Indemnification<br>14. Maintaining Records/Right to Inspect<br>15. Defaults and Remedies<br>16. Mortgaging of the Project<br>17. Notice<br>18. Miscellaneous | A *Legal Description of the Property<br>B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)<br>C Requisition Form<br>D *Preliminary TIF Projection – Real Estate Taxes<br><br>(An asterisk(*) indicates which exhibits are to be recorded.) |
| | |

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

"Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with the Jobs Covenant (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (7) compliance with the Increment and Rate of Return Reporting (Section 8.25), if applicable; and (8) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2021 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"Available Project Funds" means: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" is defined in Section 8.01(l).

"City Council" is defined in the Recitals.

"City Funds" is defined in Section 4.03(b).

"City Property" is defined in the Recitals.

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Corporation Counsel" means the City's Department of Law.

"DOH" means the City's Department of Housing.

"DPD" has the meaning defined in the Agreement preamble.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" is defined in Section 10.

"Employment Plan" is defined in Section 5.12.

"Environmental Laws" means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" means Developer's funds (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company (or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Facilities" is defined in the Recitals.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

"Financial Statements" means complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by Developer or by third parties in positions ancillary to Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

"General Contractor" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Human Rights Ordinance" is defined in Section 10.

"In Balance" is defined in Section 4.07.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, as adjusted to reflect the amount of the TIF District Administration Fee.

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Lender Financing" means funds borrowed by Developer from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

"Limited Partner" is defined in Section 4.09.

"MBE(s)" means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

"Municipal Code" means the Municipal Code of the City of Chicago, as amended from time to time.

"New Mortgage" is defined in Article 16.

"Non-Governmental Charges" means all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property, or the Project.

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

"Planned Development" means the Planned Development, if any, applicable to the Property.

"Plans and Specifications" means construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditures" is defined in Section 4.05(a).

"Project" is defined in the Recitals.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP").

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"SRP" shall mean the Illinois Site Remediation Program codified at 35 Ill. Adm. Code Part 740 et seq.

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial

Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

"TIF District Administration Fee" means the fee described in Section 4.05(b).

"TIF Fund" means the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill

waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" means a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facilities, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 60 days after the Closing Date; and (ii) complete construction of Facilities no later than 24 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DOH and DPD and each has approved same. After such initial approval, Developer shall submit to DOH subsequent proposed changes to the Scope Drawings or Plans and Specifications as a Change Order pursuant to Section 3.04. The Scope Drawings and Plans and Specifications shall always conform to the Redevelopment Plan and all applicable federal, state, and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD and DOH, and DPD and DOH has approved, a Project Budget showing total costs for the Project in an amount not less than [$42,195,571]. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity and other funds described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DOH certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Owner to DOH, pursuant to the Architectural and Technical Standards Manual (ATS Manual) dated 2021 issued by DOH. The Owner shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Owner of DOH written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect and also shall contain a

provision requiring compliance with the policies and procedures outlined in the ATS Manual. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Owner..

3.05 DOH and DPD Approval. Any approval granted by DOH and DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DOH and DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DPD or DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals). Developer shall not start construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DOH's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

3.07 Progress Reports and Survey Updates. Developer shall provide DOH and DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DOH's written approval pursuant to Section 3.04). Developer shall provide an updated Survey to DOH or DPD if requested by DOH or DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DOH shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DOH, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Before starting any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances, and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades.

3.10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related to such connections.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 Conveyance of City Property. The following provisions shall govern the City's conveyance of the City Property to the Sponsor for the Sponsor's conveyance to the Owner:

(a) Form of Quitclaim Deed. The City shall convey title to the City Property to Sponsor by a quitclaim deed for the sum of One Dollar ($1.00). The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

i. the Redevelopment Plan;
ii. the standard exceptions in an ALTA insurance policy;
iii. all general real estate taxes;
iv. easements, encroachments, covenants and restrictions of record and not shown of record; and
v. such other title defects as may exist.

If necessary to clear title of exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date, the City shall submit to the County a tax abatement letter and/or file a vacation of tax sale proceeding in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall have no further duties with respect to any such taxes. Immediately following the City's conveyance of the City Property to Sponsor, Sponsor shall immediately convey the Property to the Owner for the appraised fair market value of the City Property. The City has only agreed to sell the City Property to Sponsor because Sponsor and the Owner have agreed to execute this Agreement and comply with its terms and conditions.

(b) The Property Closing. The City Property closing shall take place on such date and at such place as the parties may mutually agree to in writing, but in no event earlier than the Closing Date.

(c) Recordation of Quitclaim Deed. The Owner shall promptly record the quitclaim deed(s) for the City Property in the Recorder's Office of Cook County. The Owner shall pay all costs for so recording the quitclaim deed.

(d) Escrow. In the event that the Owner requires conveyance through an escrow, the Owner shall pay all escrow fees.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

| **Sources** | **Amount** |
|---|---|
| Private Loan | $1,100,000 |
| Regions Construction / Equity Bridge Loan | $13,525,000 |
| TIF/City Funds | $14,500,000 |
| CRP loan/grant (or other funds in the discretion of the DPD Commissioner or the DOH Commissioner) | $7,000,000 |
| Deferred Developer Fee | $1,000,000 |
| General Partner Equity | $100 |
| 4% Tax Credit Equity | $18,416,971 |
| Com Ed Affordable grant | $178,500 |
| Seller Financing Loan | $4,300,000 |
| **Total Sources** | **$42,195,571** |

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

4.02 Developer Funds. Equity, the City Funds, and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. Sponsor shall be required to loan or contribute any City Funds paid to Sponsor to the Owner to reimburse the Owner for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements. City Funds shall not be paid to Developer under this Agreement prior to the achievement of 33% completion.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5, the City hereby agrees to provide up to $14,500,000 of City funds ("City Funds") in three equal installment payments, payable from time to time upon evidence of the Project's completion percentages, based on architect's certifications, as follows:

i. 33 1/3% of City Funds at 33% Project completion;
ii. second 33 1/3% of City Funds at 66% Project completion;
iii. the remainder of unpaid City Funds after receipt of the Certificate of Completion;

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed $14,500,000, with such amount to be further reduced by the TIF District Administration Fee; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $14,500,000 is contingent upon the fulfillment of the Project completion conditions set forth in parts (i), (ii) and (iii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

4.04 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto, or as otherwise set forth pursuant to the Escrow Agreement and this Agreement. The City must receive copies of all draw requests and related documents submitted to the Title Company. DPD shall approve disbursements of the City Funds from the Escrow within forty-five (45) days of receipt thereof. If required, Developer shall meet with DPD or DOH upon

request to discuss the Requisition Forms previously delivered. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

The City and Developer acknowledge that the proceeds of the Lender Financing referenced in Section 4.01 above (the "Regions Construction / Equity Bridge Loan") will be used to bridge the City Funds and that the installments of the City Funds payable pursuant to Section 4.03(b)(i) to (iii) will be applied to the partial repayment of the said Regions Construction / Equity Bridge Loan. In furtherance of the above sentence, the City acknowledges that the Developer directs that a portion of the City Funds payable pursuant to Section 4.03(b)(i) in the amount of $[_____] and the entirety of City Funds payable pursuant to Section 4.03(b)(ii) will be disbursed, on behalf of the Developer, directly to the Bridged Funds Subaccount established pursuant the Escrow Agreement, and the City Funds payable pursuant to Section 4.03(b)(iii) will be disbursed to the account established by Developer with Senior Lender for the partial repayment of the Regions Construction / Equity Bridge Loan. The wire instructions for such account shall be provided to the City by the Developer. The parties acknowledge that the Escrow Agreement will provide that disbursements of funds deposited into the Bridged Funds Subaccount shall be made at the sole direction of the Senior Lender.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing, Developer is required to provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing Developer is required to contribute under Section 4.01.

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes to pay costs the City incurred to administer and monitor the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds before any City Funds are paid under this Agreement.

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $25,000 or $100,000 in the aggregate, may be made without the prior written consent of DPD.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03, or if the cost of completing the Project exceeds the Project Budget, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the acquisition of the Property or the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained in this Agreement;

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the Available Project Funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, defer developer fee or other amounts due Developer parties, or deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided,

however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds are being granted on a conditional basis, subject to Developer's compliance with the provisions of this Agreement, and are subject to being reimbursed as provided in Section 15.02.

4.09 Permitted Transfers. Notwithstanding anything herein to the contrary, City will permit (i) the limited partner of the Owner (the "Limited Partner") to remove the General Partner as the general partner of the Partnership in accordance with the Partnership's limited partnership agreement (the "Partnership Agreement"), provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent, (ii) the General Partner to pledge to a lender that is providing Lender Financing (the "Lender") all of the General Partner's rights, title and interest in and to the Partnership Agreement as collateral for the obligations under the loans made or to be made by the Lender to Developer; (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated entity with the prior written consent of the City, provided, however, that the prior written consent of the City shall not be required for a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity, but prior written notice to the City is required; (iv) a transfer pursuant to a foreclosure, deed in lieu of foreclosure or similar action, of the Lender Financing; and (v) transfers of direct or indirect non-controlling interests in the General Partner or special limited partner, if any, to a trust for estate planning purposes.

## SECTION 5. CONDITIONS PRECEDENT

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

5.01 Project Budget. Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03.

5.02 Scope Drawings and Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02.

5.03 Other Governmental Approvals. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete

the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. Any liens against the Property existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, and survey. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name and Developer's trade names showing no liens against Developer, the Property or any fixtures now or hereafter affixed to the Property, except for the Permitted Liens:

| **Jurisdiction** | **Searches** |
|---|---|
| Secretary of State | UCC, Federal tax |
| Cook County Clerk's Office | UCC, Fixtures, Federal tax, State tax, Memoranda of judgments |
| U.S. District Court, Northern District - Illinois | Pending suits and judgments |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

5.08 Insurance. Developer, at its own expense, has insured the Property in accordance with Section 12, and has delivered certificates required pursuant to Section 12 evidencing the required coverages to DPD.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is

unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures, if any, in accordance with the provisions of Section 4.05(a).

5.11 Financial Statements. Developer has provided Financial Statements to DPD for its three most recent fiscal years and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

5.13 Environmental. The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the properties dated February 2022. The Phase I ESAs must be updated to be dated within 180 days of conveyance of the properties.

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer enrolled the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") in order to obtain a comprehensive residential No Further Remediation ("NFR") Letter for the enrolled Property. The IEPA approved the Remedial Action Plans (RAPs) for both properties on January 9, 2023.

The Developer covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees to not request a certificate of occupancy for the Project from

the Department of Buildings (DOB) until the IEPA has issued, and the Developer has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this RDA against the Property.

The Developer must abide by the terms and conditions of the Final Comprehensive residential NFR letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the NFR letter.

The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and will provide any other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Before entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval.

Developer must receive at least three bids for the General Contractor. Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible qualified bidder who can complete the Project in a timely manner unless otherwise approved by DOH. Developer shall submit copies of the Construction Contract to DOH in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DOH within five (5) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DOH and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer shall deliver to DOH a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DOH's prior written approval, which DOH shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. The Developer Parties shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer shall deliver to DOH and Corporation Counsel a certified copy of such contract together with any modifications, amendments, or supplements thereto.

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Copies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall use best efforts to respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

- Evidence acceptable to DPD that the Total Project Cost equals or exceeds $42,195,571; as described in Section 4.03(b), the City Funds will be reduced on a dollar-for-dollar basis if the Total Project Cost is less than this amount; and
- Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $14,500,000); and
- Receipt of Certificates of Occupancy for all buildings or other evidence acceptable to DPD that the developer has complied with building permit requirements for the Project; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy;
- Evidence acceptable to DPD that the units are being marketed for lease to tenants pursuant to the requirements set forth in the affordability provisions of the regulatory agreement executed by the Developer in connection with the Low-Income Housing Tax Credits.
- Evidence acceptable to DPD that the NFR has been secured
- Evidence acceptable to DPD of recording of the deed and
- There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify

that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs Covenant; Operating Covenant), and Section 8.20 (Annual Compliance Report) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

7.03 Failure to Complete. If Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer.

7.04 Notice of Expiration of Term of Agreement. When the Term of the Agreement expires, at Developer's written request DPD shall provide Developer with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. The representations and warranties provided by Developer under this Agreement are material conditions precedent to the City's obligations under this Agreement. Developer represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in its state of incorporation or organization and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15)

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present Developer's assets, liabilities, results of operations and financial condition, and there has been no material adverse change in Developer's assets, liabilities, results of operations or financial condition since the date of Developer's most recent Financial Statements;

(j) before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property); (3) enter into any transaction outside the ordinary course of Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity that would materially adversely affect the ability of the Developer to complete the Project; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided however, this section shall not apply to a transfer from the Developer to one of Developer's subsidiaries or affiliates through a quitclaim

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached to the Property, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment) of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement. If the City pays any of the City Funds to Sponsor, Sponsor shall be required to loan or contribute the City Funds to the Developer, to reimburse the Developer for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements.

8.05 Other Bonds. Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer or the Project. Developer shall, at Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Covenant; Operating Covenant. The Developer anticipates that the Project will result in the creation of [2.5] full-time equivalent permanent jobs (the "Permanent Jobs"), and (ii) during the construction of the Project approximately 350 construction jobs on the job-site (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project, and following information for each employee:

- Employee status as full-time or part-time
- ZIP code for their primary residency
- Total employment tenure in months
- Wages above or below the "Living Wage" rate as defined for that year.

to DPD as a part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

8.08 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

8.10 Arms-Length Transactions. Unless DPD has given its prior written consent, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's request, before any such disbursement.

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's three most recent fiscal year and each fiscal year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, Developer may pay the same together with any accrued interest

thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days ofDPD's request, official receipts from the appropriate entity, or other proof satisfactory to DPD, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. Developer has the right, before any delinquency occurs:

(ii) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at DPD's sole option, to furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developers Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations under this Agreement or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement to be recorded and filed, at Developer's expense, against the Property on the date hereof in the Cook County Clerk's Office.

8.19 Real Estate Provisions.

(a) Governmental Charges.

i. Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

ii. Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

iii. Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge before the final determination of such proceedings; and/or

iv. Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, then Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or any part of such payment or obtain such discharge and

take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer under this Agreement. The Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

[intentionally omitted]

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project within one (1) year after the date of the Certificate. If a default occurs under this Section 8.22, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and, except as provided in Section Z when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.25 Increment and Rate of Return Reporting. Developer agrees to report the increment projected to be created by the Project at the Closing Date. Developer agrees to report the increment to date created by the Project. Developer agrees to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.26 Job Readiness Program. Developer and its major tenants, if applicable, shall undertake a job readiness program to work with the City, through the Mayor's Office of Workforce Development, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer's business on the Property.

8.27 Affordable Housing Covenant. Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain Low Income Housing Tax Credit Regulatory Agreement executed by Developer and DOH

as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) The Facilities shall be operated and maintained solely as residential rental housing and ground-floor commercial spaces.

(b) No residential housing units in the Facilities shall be leased to market rate households;

(c) At least 40% of the units in each of the 6-Story Facility and the 3-Flat facilities shall be affordable to 60% AMI Households (as defined below)

(d) At least 60% of the units in each of the 6-Story Facility and the 3-Flat facilities shall be affordable to 80% AMI Households (as defined below)

(e) As used in this Section 8.27, the following terms have the following meanings:

i. "Household" shall mean one or more individuals, whether or not related by blood or marriage; and

ii. 60% AMI Households shall mean Households whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

iii. 80% AMI Households shall mean Households whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.27 shall run with the land and be binding upon any transferee.

## SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties to this Agreement and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

"Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall

maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 26 percent by MBEs.
(2) At least 6 percent by WBEs.

(b) For purposes of this Section 10.03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's

monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

## SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all its Exhibits, the Scope Drawings, Plans and Specifications and all amendments thereto and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Before the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500.000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2.000,000 per occurrence and $6,000.000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $ 1.000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors PoUution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent before closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit Developer's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Developer under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All

Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

If Developer, any Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The

provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Developer under this Agreement:

(a) Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) Developer makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to

pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; **provided**, **however**, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; **provided**, **however**, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) an event of default occurs under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the death of any natural person who owns a material interest in Developer;

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against Developer or any natural person who owns a material interest in Developer and is not dismissed within thirty (30) days, or Developer or any natural person who owns a material interest in Developer is indicted for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City;

(l) Developer or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer; or

(m) Developer fails to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Term of the Agreement as provided in Section 8.20.

(n) Developer fails to secure the Certificate for the Project prior to the second anniversary of the RDA Closing Date.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, seek reimbursement of any City Funds paid and/or draw down up to the entire balance of the Letter of Credit, if any, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement.

Upon the occurrence of an Event of Default under Section 15.01(m), Developer shall be obligated to pay to the City the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. Any performance of Developer duties, obligations or rights (including cure rights) that is offered to the City by either the Owner or the Sponsor on behalf of the Developer will be evaluated and accepted or rejected by the City as though offered by both Developer parties.

15.04 Limited Partner Cure Period. The City agrees to give the Limited Partner written notice of any and all defaults by the Owner under this Agreement, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below,

prior to exercising any remedies under the this Agreement. The City agrees that the Limited Partner will have ten (10) days after the Limited Partner's receipt of notice of such default to cure, or cause the cure, of a monetary default under the this Agreement, and thirty (30) days (or such longer period as is set forth in the this Agreement) after the Limited Partner's receipt of such notice to cure any non-monetary defaults under the this Agreement, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Limited Partner to cause cure, provided that cure is commenced within the above cure period and is diligently prosecuted. The City agrees to accept a cure by the Limited Partner as if such cure were made by Owner.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) If any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest under this

Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Before the City issues a Certificate under Section 7, Developer shall not execute a New Mortgage with respect to the Property or any portion of the Property without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required under this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

| **If to the City:** | **If to Developer:** |
|---|---|
| City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner | New City Redevelopment Limited Partnership<br>c/o Celadon Partners, LLC<br>4707 S. Marshfield Avenue<br>Chicago, IL 60609<br>Attention: Aron Weisner<br><br>With copies to:<br><br>New City Redevelopment Limited Partnership<br>c/o Blackwood Development Partners LLC<br>3613 S. Union Avenue<br>Chicago, IL 60609<br>Attention: Jose Duarte<br><br>And to:<br><br>Celadon Construction Corporation NFP<br>325 N. LaSalle Dr., Suite 350<br>Chicago, IL 60654<br>Attention: Board President |
| With Copies To: | With Copies To: |

| | |
|---|---|
| City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division | Applegate & Thorne-Thomsen, P.C.<br>425 South Financial Place, Suite 1900<br>Chicago, Illinois 60605<br>Attention: Nick Brunick<br><br>And<br><br>RAH Investor 415 LLC<br>c/o Regions Affordable Housing<br>111 Great Neck Road, Suite 500<br>Great Neck, New York 11021<br><br>And<br><br>Kutak Rock LLP<br>1650 Farnam Street<br>Omaha, Nebraska 68102<br>Attn: Jill H. Goldstein |

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

## SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included in this Agreement and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD, DOH, or the Commissioner, or any matter is to be to the City's, DPD's, DOH's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD, DOH or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City, DOH or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any

such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed on or as of the day and year first above written.

New City Redevelopment Limited Partnership,
an Illinois limited partnership

By: Celadon-Blackwood GP 1, LLC,
an Illinois limited liability company,
its general partner

By: Celadon Partners, LLC,
an Illinois limited liability company,
its managing member

By: _____
Name: _____
Title: _____

Celadon Construction Corporation NFP,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

CITY OF CHICAGO, by and through its Department of Planning and Development

By: _____

Commissioner

STATE OF ILLINOIS )
) ss
COUNTY OF COOK )

I, _____, a Notary Public in and for the county and State aforesaid, do hereby certify that _____, personally known to me to be the Manager of Celadon Partners, LLC, an Illinois limited liability company (the "Managing Member"), the managing member of Celadon-Blackwood GP 1, LLC, an Illinois limited liability company (the "General Partner"), the general partner of New City Redevelopment Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of the Managing Member as his free and voluntary act, and as the free and voluntary act and deed of the Managing Member, General Partner, and New City Redevelopment Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2023.

(SEAL)

_____
Notary Public

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of Celadon Construction Corporation NFP, an Illinois not-for-profit corporation (the "Sponsor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of Sponsor, as his/her free and voluntary act and as the free and voluntary act of Sponsor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, ____.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___th day of _____, ____.

_____
Notary Public

My Commission Expires_____

[(Sub)Exhibit "A" referred to in this New City Redevelopment Limited Partnership Redevelopment Agreement constitutes Exhibit "F" to ordinance printed on pages 7576 and 7577 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this New City Redevelopment Limited Partnership Redevelopment Agreement read as follows:

*(Sub)Exhibit "B".*
(To New City Redevelopment Limited Partnership Redevelopment Agreement)

*Project Budgets.*

(Project Budget, MBE/WBE Budget And TIF-Funded Improvements)

| Item | Amount |
|---|---|
| Land Acquisition | $ 561,613 |
| Unit Construction Costs | 24,797,823 |
| Commercial Construction Costs | -- |
| Other Hard Construction Costs | 5,862,288 |
| Soft Costs: | |
| Soil Testing | $ 150,000 |
| Professional Fees | 2,347,841 |
| Lender Fees | 3,721,124 |
| Insurance and Taxes | 475,000 |
| Marketing and Leasing | 150,000 |
| Developer Fee | 2,437,884 |
| Deferred Developer Fee | 1,000,000 |
| Reserves | 691,998 |
| Tenant Services | -- |
| Total Project Costs: | $42,195,571 |

MBE/WBE Budget.

| | |
|---|---|
| Project Hard Costs | $30,660,111 |
| Project Soft Costs (Arch., Eng., Etc.) | 1,130,841 |
| Project MBE/WBE Total Budgets: | $31,790,952 |
| Project MBE Total at 26% | $ 8,265,648 |
| Project WBE Total at 6% | $ 1,907,457 |

* With the exception of Land, Project Budget amounts above are based on 51 affordable units.

TIF-Funded Improvements.

| Category | Project Budget* | Percent TIF Eligible | TIF Eligible Cost |
|---|---|---|---|
| Land Acquisition | $ 270,000 | 100% | $ 270,000 |
| Public Works or Site Improvements | -- | 100% | -- |
| Affordable Housing Unit Hard Costs | 28,269,517 | 50% | 14,134,759 |
| Environmental Remediation | -- | 100% | -- |
| Eligible Soft Costs (Constr. Related) | | | |
| Architect-Design | $ 550,000 | 50% | $ 275,000 |
| Architect-Supervision | 110,000 | 50% | 55,000 |
| Engineer | 470,841 | 50% | 235,421 |
| Soft Interest | $ 1,665,000 | 30% | $ 499,500 |
| Total: | | | $15,469,679 |

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

*(Sub)Exhibit "C".*
(To New City Redevelopment Limited Partnership Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to the _____ Redevelopment Agreement between Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the Developer is in compliance with all applicable covenants contained in the Agreement.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined in this Requisition Form have the meanings given such terms in the Agreement.

[Developer]

By: _____

Name:

Title: _____

Subscribed and sworn before me this
_____ day of _____, ____

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago,
Department of Planning and Development

*Exhibit "F".*
(To Ordinance)

*Legal Description.*

Parcel 1 (Six-Story Project Site):

Lots 7, 8, 9, 10 and 11 in Block 6 of Kay's Addition to Chicago, being a subdivision in the northwest quarter of the northwest quarter of the northwest quarter and the south half of the northwest quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2 (Three-Flat Project Site):

Lots 2, 3 and 4 in Jars Resubdivision of Lots 1 through 4 in Block 2 in Berger & Jacob's Subdivision of Block 9, according to the plat recorded July 7, 1879 as Document Number 228669, in Stone & Whitney's Subdivision recorded December 29, 1856, ante-fire, of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, according to Jars Resubdivision aforesaid recorded September 8, 2023 as Document Number 2325134073, in Cook County, Illinois.

Common Addresses:

1515 West 47th Street
Chicago, Illinois 60609; and

4706 -- 4712 South Marshfield Avenue
Chicago, Illinois 60609.

Property Index Numbers (PINs):

20-08-101-055-0000;

20-07-206-008-0000 (portion only);

20-07-206-009-0000 (portion only); and

20-07-206-010-0000 (portion only).

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APPROVAL OF LOAN RESTRUCTURING AGREEMENT WITH REVIVE CRESSEY CENTER FOR HOUSING AND HEALING RELATED TO REHABILITATION OF RESIDENTIAL BUILDINGS AT 1660 -- 1674 W. OGDEN AVE.

[O2023-0005982]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning the execution of a loan modification agreement with ReVive Cressey Center for Housing and Healing, an Illinois not-for-profit corporation, located at 1660 -- 1674 West Ogden Avenue in the 27th Ward (O2023-0005982), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with one dissenting vote by Alderperson William Conway (34th Ward) on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters that pertain to its local government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing for persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, Pursuant to a Loan Agreement dated February 16, 1996 (the "Loan Agreement"), the City made a loan of Multi-Family Program Funds in the principal amount of $1,492,474, with an interest rate of zero percent per annum and a term not to exceed 32 years (the "Loan"), to The Cathedral Shelter of Chicago, an Illinois not-for-profit corporation (the "Original Borrower"); and

WHEREAS, The Loan was evidenced by, among other things, that certain Note dated as of February 16, 1996 made by the Original Borrower in favor of the City in the original principal amount of the Loan (the "Note"), and was secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement dated as of February 16, 1996 made by the Original Borrower in favor of the City (the "Mortgage"), and was further supported by that certain Regulatory Agreement executed by the Original Borrower on February 16, 1996 (the "Regulatory Agreement", and together with the Loan Agreement, Note and Mortgage, the "City Loan Documents"); and

WHEREAS, Proceeds of the Loan were used to provide for the acquisition and rehabilitation by the Original Borrower of two multi-family residential buildings located generally at 1660 -- 1674 West Ogden Avenue, Chicago, Illinois 60612 (the "Property"); and

WHEREAS, The Original Borrower restructured its organization and transferred the Property and its rights, duties and obligations under the City Loan Documents to its successor 1668 West Ogden Avenue LLC, an Illinois limited liability company (the "Replacement Borrower"); and

WHEREAS, The Replacement Borrower desires to finance the rehabilitation of the Property by executing a new mortgage in connection with the Property in favor of Illinois Housing Development Authority (the "IHDA"), or with any other financial institution that is acceptable to the City's Commissioner of Housing (the "New First Mortgage"), and has requested that the City approve a proposed restructuring and assignment of the Loan and the City Loan Documents; and

WHEREAS, DOH desires to approve a restructuring (the "Restructuring") of the Loan and the City Loan Documents in a manner that: (1) will not alter the principal balance of the Loan; (2) may extend the maturity date of the Loan; (3) will subordinate the lien of the Mortgage to the lien of the New First Mortgage; and (4) may amend the Regulatory Agreement and extend the affordability requirements therein for up to an additional 30 years which shall be coterminous with term of affordability in the regulatory agreement between the Replacement Borrower and IHDA (collectively, the "Material Terms"); now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing or a designee of the Commissioner of Housing (each, an "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with any future restructuring of the Loan that does not substantially modify the Material Terms.

SECTION 3. The Authorized Officer is hereby authorized, subject to the approval by the Corporation Counsel to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the assignment of the Loan, as restructured in accordance with the Restructuring, to the Replacement Borrower.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

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## AMENDMENT NO. 1 TO LINCOLN AVENUE TAX INCREMENT FINANCING AREA REDEVELOPMENT PLAN AND PROJECT.

[O2023-0006007]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning Amendment Number 1 to the Lincoln Avenue Tax Increment Finance Area Redevelopment Plan and Project, located in the 40th and 50th Wards (O2023-0006007), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on November 3, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 13229 to 13333 and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Lincoln Avenue Redevelopment Project Area" (the "Area") (the "Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be December 31, 2023; and

WHEREAS, The Illinois General Assembly adopted SB0696 (the "Bill") on November 9, 2023, which would amend the Act to, among other things, change the dates set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects in the Area must be completed and obligations issued to finance redevelopment project costs must be retired to

be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area was adopted; and

WHEREAS, The Corporate Authorities desire to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Bill, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. Approval Of Amendment Number 1 To The Plan. "Amendment Number 1 to the Lincoln Avenue Tax Increment Finance Area Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 1, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance 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 ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall take effect upon the later of (1) the Bill becoming law and (2) the passage and approval of this ordinance.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Amendment No. 1 To The Lincoln Avenue Tax Increment Financing Area Redevelopment Plan And Project.*

1. In Section V entitled "Lincoln Avenue Redevelopment Project", subsection E entitled "Issuance of Obligations", the first sentence in the second paragraph shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

2. In Section V entitled "Lincoln Avenue Redevelopment Project", subsection N entitled "Phasing and Scheduling of Redevelopment", the existing paragraph is deleted and replaced with the following:

"A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that during the time that this Plan is in effect, numerous public/private improvements and developments can be expected to take place. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

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AMENDMENT NO. 2 TO GREATER SOUTHWEST INDUSTRIAL CORRIDOR (EAST) TAX INCREMENT FINANCING AREA REDEVELOPMENT PLAN AND PROJECT REGARDING STATE STATUTORY PROJECT REPAYMENT DEADLINES.

[O2023-0006005]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning Amendment Number 2 to the Greater Southwest Industrial Corridor (East) Redevelopment Area Project and Plan, located in the 17th and 18th Wards (O2023-0006005), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on March 10, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 90296 to 90396 and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Greater Southwest Industrial Corridor (East) Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on March 29, 2006, and published in the *Journal* for such date at pages 72928 through 72958 ("Amendment Number 1" and together with the Original Plan, the "Plan"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Original Plan and of the retirement of obligations issued to finance redevelopment project costs to be March 10, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 1 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, The Illinois General Assembly adopted SB0696 (the "Bill") on November 9, 2023, which would amend the Act to, among other things, change the dates set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects in the Area must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area was adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Bill, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. Approval Of Amendment Number 2 To The Plan. "Amendment Number 2 to the Greater Southwest Industrial Corridor (East) Redevelopment Area Project and Plan", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance 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 ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall take effect upon the later of: (1) the Bill becoming law and (2) the passage and approval of this ordinance.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Amendment No. 2 To The Greater Southwest Industrial Corridor (East) Redevelopment Area Project And Plan.*

1. In Section VI entitled "Redevelopment Project", subsection entitled "Nature and Terms of Obligation to be Issued", the first sentence in the second paragraph shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

2. In Section IX entitled "Other Elements of the Redevelopment Plan", in subsection entitled "Date of Completion", delete and replace with the following:

"The estimated date of completion of the Redevelopment Project and retirement of obligations issued to finance Redevelopment Project Costs is no later than December 31, 2035."

---

## EXECUTION OF AMENDED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH 4300 ROOSEVELT LLC REGARDING CONSTRUCTION PROJECT AT 4300 W. ROOSEVELT RD. AND 4301 W. FIFTH AVE.

[O2023-0006033]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning the execution of an amended TIF Redevelopment Agreement with 4300 Roosevelt LLC for the construction project located at 4300 West Roosevelt Road and 4301 West Fifth Avenue,

located in the 24th Ward (O2023-0006033), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") on February 5, 1998, and published at pages 60917 to 61057 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the Roosevelt/Cicero Area Redevelopment Project Area (the "Area") was approved pursuant to the "Act"; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 1998, and published at pages 61058 to 61064 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 1998, and published at pages 61065 to 61071 of the *Journal* of such date (the "TIF Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan and/or the Area were amended pursuant to ordinances adopted by the City Council on November 1, 2016 and published at pages 35175 to 35321 of the *Journal* of such date, on April 24, 2020 and published at pages 15320 to 15323 of the *Journal* of such date, and on October 26, 2022 and published at pages 53015 to 53018 of the *Journal* of such date; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 14, 2022 and published at pages 57419 to 57488 of the *Journal* (the "Authorizing Ordinance"), the City Council authorized the City to enter into a redevelopment agreement ("RDA") with 4300 Roosevelt LLC, an Illinois limited liability company ("the Developer"), for the construction of a project to be located 4300 West Roosevelt Road and 4301 West Fifth Avenue, Chicago, Illinois; and

WHEREAS, Subsequent to the adoption of the ordinance but prior to the execution of the RDA, the Developer has encountered a number of additional challenges that have caused changes to the nature and timing of the project and that require amendments to certain provisions of the form of RDA authorized by the ordinance; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. The form of RDA attached to the ordinance as Exhibit C is hereby amended, as follows:

(1) Section 8.05 is replaced in its entirety with the following language:

"8.05 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as follows:

(a) For purposes of this Section 8.05, the term "Capital Event" shall mean and include any arms-length sale, transfer or refinancing of the Project or any part thereof. If a Capital Event occurs prior to the expiration of the Compliance Period, then Developer agrees to pay and remit to the City an amount equal to 30 percent of the amount by which the Distributable Cash Flow exceeds the amount needed for Developer to achieve the "Base IRR Threshold" (defined below), provided that the

aggregate amount of said payment to the City shall not exceed the amount of City Funds actually received by Developer. For purposes of this section, the "Base IRR Threshold" shall be the amount of proceeds sufficient for Developer to achieve a leveraged internal rate of return on equity, calculated as of the date of the Capital Event in the manner described below ("IRR"), of 25 percent.

Definitions. As used in this Section 8.05, the following terms shall have the following meanings:

(i) "Additional Capital Expenditure(s)" means any costs or expenses, excluding Project Expenditures, with respect to the Project that are properly categorized as capital in nature under Generally Accepted Accounting Principles, provided such costs or expenses are approved by the Commissioner.

(ii) "Amortization" means those certain amortization amounts for the Project as set forth in the audited annual Financial Statements.

(iii) "Debt Service" means annual interest and principal payments on Lender Financing.

(iv) "Depreciation" means those certain depreciation amounts for the Project as set forth in the audited annual Financial Statements.

(v) "Distributable Cash Flow" means Net Operating Income less Project Expenditures, Additional Capital Expenditures, Lender required reserves and Debt Service.

(vi) "Equity Investment" means all Equity paid for or into the Project for: (i) Project Expenditures and (ii) Additional Capital Expenditures, exclusive of debt and reduced by any payments made to the Developer that constitute a return of such Equity.

(vii) "Income Taxes" means those certain income tax amounts for the Project as set forth in the audited annual Financial Statements.

(viii) "Net Operating Income" means, with respect to any applicable period, Project Revenues minus Operating Expenses of the Project.

(ix) "Operating Expenses" means those certain operating expenses set forth in the audited annual Financial Statements including Debt Service and any Lender required reserves, but excluding any reserves arising in connection with a Capital Event, Income Taxes, Depreciation and Amortization.

(x) "Project Expenditures" means actually incurred costs of initial construction, furnishing, equipping, and opening of the Project, as set forth in the Project Budget.

(xi) "Project Revenues" means those certain revenues for the Project as set forth in the audited annual Financial Statements, including net proceeds to the Developer (as evidenced on the executed settlement statement), resulting from a Capital Event.

(b) The IRR will be calculated on a leveraged basis based on the Equity Investment contributed to the Project as of the date of the calculation (and shall be cumulative so as to include all Capital Events prior to such date), and Distributable Cash Flow including payments of City Funds actually made.

(c) Upon the occurrence of a Capital Event of less than the entire Project (a "Partial Capital Event"), any resulting successor owner (or the Developer in the case of a partial refinance) shall have no further obligations or liabilities under this Section 8.05 with respect to the portion of the Project that is the subject of the Partial Capital Event; provided, however, that this Section 8.05 shall remain in force and effect for the remaining portion of the Project that has not been the subject of a Partial Capital Event, and the net proceeds of any Partial Capital Event shall be included and accounted for in the IRR calculation, with respect to the portion of the Project that was not subject to the Partial Capital Event.

(d) Any amounts remitted to the City pursuant to this Section 8.05 shall be deposited by the City into a separate account within the TIF Fund and shall be used for Redevelopment Project Costs.

(e) Any amounts due and owing to the City pursuant to this Section 8.05 due to the occurrence of a Capital Event shall be paid by the Developer on the closing date of such Capital Event.

The Developer must give the City 30 days advance written notice of any Capital Event or Partial Capital Event. Except as set forth above with respect to a Partial Capital Event, this Section 8.05 shall remain in effect until the earlier to occur of: (i) the occurrence of a Capital Event with respect to all portions of the Project (whether a single Capital Event or multiple Partial Capital Events), or (ii) expiration of the Compliance Period."

(2) Section 8.06(a)(ii) is replaced in its entirety with the following language:

"(ii) The Developer shall maintain Minimum Occupancy for each Reporting Period. The Developer shall deliver an occupancy progress report certifying compliance with the requirement (the "Occupancy Report") to maintain a Minimum Occupancy (the "Occupancy Covenant") for the Reporting Period, such request to be submitted each year, through the Term of the Agreement. The Developer shall cause the Property to be used as described in Recital E, as permitted pursuant to the Redevelopment Plan and

this Agreement. The Developer hereby covenants and agrees to maintain Minimum Occupancy through the Term of the Agreement. Once Developer has achieved occupancy of 50 percent of the total square footage of the Facility and Innovation Center Buildings in the aggregate, the Occupancy Covenant shall terminate and no longer run with the land or be applicable to any transferee of the Property thereafter."

(3) Section 8.06(d) is replaced in its entirety with the following language:

"(d) Jobs Covenant. No fewer than 250 full-time equivalent, permanent jobs shall be created by Developer at the Facility (and/or its tenants and employees occupying the Innovation Center Buildings) within three (3) years of the Closing Date. If the Developer fails to initially create 250 jobs as required by this Section 8.06(d), Developer shall reimburse the City $100,000 for each job below the required amount up to a maximum of $8,000,000. There shall be no continuing Reporting Period after either: 1) the 250 job requirement is initially satisfied or 2) the Developer reimburses the City $100,000 for each job below the 250 job target (up to a maximum of $8,000,000) if it fails to meet the 250 job target within three (3) years of the Closing Date (or by the time a Capital Event occurs, whichever is sooner). Upon the occurrence of either items 1) or 2) in the preceding sentence, the Jobs Covenant shall terminate and no longer run with the land nor be binding upon any transferee of the Property thereafter."

(4) The definition of "Closing Date" in Section 2 shall be modified to state that the Closing Date shall occur no later than nine (9) months after the date City Council adopts this ordinance.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached to the Authorizing Ordinance, as amended by this ordinance (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

SETTLEMENT AGREEMENT REGARDING CASE OF *JAMES MUNDO V. CITY OF CHICAGO, ET AL.*

[Or2023-0006335]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *James Mundo v. City of Chicago*, cited as Case Number 2020-cv-2562 (N.D. Ill.), in the amount of $515,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *James Mundo v. City of Chicago, et al.*, cited as Case Number 2020-cv-2562 (N.D. Ill.), in the amount of $515,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *GARRIT, ET AL. V. CITY OF CHICAGO, ET AL.*

[Or2023-0006336]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Garrit, et al. v. City of Chicago*, cited as Case Number 2016 CV 7319 (N.D. Ill.), in the amount of $2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with eight (8) dissenting votes from Alderpersons William Conway (34th Ward), Brian Hopkins (2nd Ward), Marty Quinn (13th Ward), Derrick G. Curtis (18th Ward), Matthew J. O'Shea (19th Ward), Christopher Taliaferro (29th Ward), Nicholas Sposato (38th Ward), and Debra Silverstein (50th Ward) on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Moore, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Waguespack, Rodríguez-Sánchez, Ramirez-Rosa, Villegas, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 31.

*Nays* -- Alderpersons Hopkins, Beale, Chico, Quinn, Lopez, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cardona, Conway, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 18.

Alderperson Dowell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Garrit, et al. v. City of Chicago, et al.*, cited as Case Number 2016 CV 7319 (N.D. Ill.), in the amount of $2,000,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *PATRICK JENKINS V. CITY OF CHICAGO, ET AL.*

[Or2023-0006337]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Patrick Jenkins v. City of Chicago*, cited as Case Number 2022-cv-5396 (N.D. Ill.), in the amount of $8,750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Patrick Jenkins v. City of Chicago, et al.*, cited as Case Number 2022-cv-5396 (N.D. Ill.), in the amount of $8,750,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2023-0006312]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 7596
of this *Journal*.]

City Of Chicago

# Journal Report for City Council GL Claims

| Last Name | First Name | Address | City | State | Zip Code | DOL | Total Paid | Payee | Location of Accident |
|---|---|---|---|---|---|---|---|---|---|
| **Claimant Type Desc: Property(7)** | | | | | | | | | |
| LITTLE | BETTIE | 1138 N LATROBE AVE | CHICAGO | IL | 60651 | 07/31/2023 | $111.15 | Claimant | 1140 N LATROBE AVE |
| OLEARY | MICHAEL | 1758 W WINNEMAC AVE | CHICAGO | IL | 60640 | 06/13/2023 | $1,250.00 | Claimant | 1758 W WINNEMAC AVE |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 2 | $1,361.15 | | | | | | | |
| **Claimant Type Desc: Vehicle(8)** | | | | | | | | | |
| BAXTER | ARTHUR | 5362 NORTH LOWELL AVE | CHICAGO | IL | 60630 | 04/25/2023 | $106.84 | Claimant | 4042 FOSTER AVE |
| BRONER | BLUMA | 2928 W ESTES AVE | CHICAGO | IL | 60645 | 04/25/2023 | $612.51 | Claimant | 3100 N LAKE SHORE DR |
| FINKLE | ADAM | 2310 W NELSON ST #304 | CHICAGO | IL | 60618 | 02/18/2023 | $262.13 | Claimant | 2000 W FULLERTON AVE |
| GAN | ALBERTO | 4960 N MARING DRIVE APT 118 | CHICAGO | IL | 60640 | 04/21/2023 | $1,262.75 | Claimant | 9 E CHICAGO AVE |
| GOMBERG | MAYA | 1056 W BERWYN AVE | CHICAGO | IL | 60640 | 04/25/2023 | $433.86 | Claimant | 3155 N LAKE SHORE DR |
| MAOW | HANA | 320 N 85TH ST #302 | SEATTLE | WA | 98103 | 03/20/2023 | $26.00 | Claimant | 6700 S STONY ISLAND AVE |
| MARKIV | ERIKA | 1537 BURNING TREE COURT | LISLE | IL | 60532 | 01/30/2023 | $173.94 | Claimant | 300 S LAKE SHORE DR |
| MOORING | DANIELLE | 7736 S YATES | CHICAGO | IL | 60649 | 03/27/2023 | $52.00 | Claimant | 7900 S STONY ISLAND |
| RAMIREZ | JULIAN | 1821 W. 51ST ST. | CHICAGO | IL | 60609 | 04/08/2022 | $905.97 | Claimant | 4801 S ASHLAND AVE |
| RAMIREZ | JULIAN | 1821 W. 51ST ST. | CHICAGO | IL | 60609 | 04/08/2022 | $829.83 | DEPARTMENT OF REVENUE | 4801 S ASHLAND AVE |
| REESE | MARQUITA | 11006 S. BEVERLY | CHICAGO | IL | 60643 | 03/11/2022 | $162.18 | Claimant | 1534 W 59TH ST |
| REEVES-FOX | HALEY | 2710 W CORTEZ STREET APT 2 | CHICAGO | IL | 60622 | 08/18/2023 | $125.51 | Claimant | 1814 N WESTERN AVE |
| RODRIGUEZ | JOSE | 555 W STRATFORD PL APT 402 | CHICAGO | IL | 60657 | 07/28/2023 | $93.62 | Claimant | 555 W STRATFORD PLACE |
| ROSALES | ERNESTO | 6605 S. WHIPPLE ST. | CHICAGO | IL | 60629 | 12/08/2022 | $268.73 | Claimant | 3034 W 66TH STREET |
| ROWLAND | TOM | 1735 ASBURY AVE | EVANSTON | IL | 60201 | 01/16/2023 | $200.39 | Claimant | 5500 N LAKE SHORE DR |
| SENNET | KAREN | 5532 N LAKEWOOD AVE | CHICAGO | IL | 60640 | 02/21/2023 | $25.00 | DEPARTMENT OF REVENUE | 368 E GARFIELD BLVD |
| SENNET | KAREN | 5532 N LAKEWOOD AVE | CHICAGO | IL | 60640 | 02/21/2023 | $276.03 | Claimant | 368 E GARFIELD BLVD |
| SHAVER | ERIC | 1052 59TH AVE APT 203 | KENOSHA | WI | 53144 | 04/24/2023 | $266.68 | Claimant | 3400 W ADDISON ST |
| SHOOPER | CHRISTOPHER | 2419 W PENSACOLA AVE | CHICAGO | IL | 60618 | 04/28/2023 | $217.04 | Claimant | 3520 W ADDISON |
| STATE FARM INS | BENCUR,ZACHARY | PO BO 106172 | ALTANTA | GA | 30348 | 02/23/2023 | $531.69 | Claimant | 7841 S STONY ISLAND AVE |
| STATE FARM INS | LOHSE, WILLIAM | PO BOX 106172 | ATLANTA | GA | 303486172 | 03/17/2023 | $2,499.00 | Claimant | 850 W ADDISON |
| THOMPSON | ARIELLE | 1344 E. 62ND ST. #2A | CHICAGO | IL | 60637 | 03/08/2023 | $206.67 | DEPARTMENT OF REVENUE | 600 N LAKE SHORE DRIVE |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 22 | $9,538.37 | | | | | | | |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 24 | $10,899.52 | | | | | | | |

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2023-0006318]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred two proposed orders authorizing Charitable Solicitation on the Public Way (Tag Day) permits for: The Nature Conservancy and American Civil Liberties Union, Inc., having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Committee on Finance is hereby authorized and directed to issue two charitable solicitation (tag day) permits to the following organizations:

A. The Nature Conservancy
January 1, 2024 through December 31, 2024 -- Loop; West Loop; River North; Streeterville; Lakeshore East; South Loop; Gold Coast.

B. American Civil Liberties Union, Inc.
January 1, 2024 through June 30, 2024 -- citywide.

This order shall take effect and be in force from and after its passage.

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*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.
[CL2023-0006315]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred sundry claims for various refunds, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

[List of claimants printed on pages 7599
and 7600 of this *Journal*.]

City Of Chicago

# Denied Claims by Claim Name

Denied Date: 12/13/2023

| Claimant Name | Claimant Address | Incident Date | Introduced to City Council | Claim Number | Denial Reason |
|---|---|---|---|---|---|
| BALLESTEROS, JAIME | | 4/7/23 12:00 AM | 05/24/2023 | 2023370118 | NO RESPONSE |
| BARKSDALE, NICOLE J | | 4/12/23 12:00 AM | | 2023370260 | EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONBLY |
| BOKUN, LUKASZ | | 2/17/23 12:00 AM | 03/15/2023 | 2023369905 | NO RESPONSE |
| BOONRAKSA, PRAPARPAN | | 1/14/23 12:00 AM | 03/15/2023 | 2023369855 | Non-Responsive |
| CASTILLO, CASSIA | | 6/3/22 12:00 AM | 03/15/2023 | 2022369809 | NO RESPONSE |
| CERES, DONATO | | 1/19/23 12:00 AM | 03/15/2023 | 2023369856 | NO RESPONSE |
| CHRUSCIEL, MICHAEL A | | 8/12/23 12:00 AM | | 2023370323 | TORT LIABILITY |
| COLANT, JOSEPH R | | 4/4/23 12:00 AM | 04/19/2023 | 2023370018 | EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONBLY |
| CUBA, II, DONALD SAMUEL | | 4/8/23 12:00 AM | 05/24/2023 | 2023370051 | EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONBLY |
| DOUGLAS, AMBER F | | 2/23/23 12:00 AM | 05/24/2023 | 2023370112 | NO RESPONSE |
| ECHAVARRIA, LAURA J | | 2/26/23 12:00 AM | 03/15/2023 | 2023369859 | NO RESPONSE |
| EVANS, ANTHONY S | | 4/9/23 12:00 AM | | 2023370240 | CHICAGO FIRE DEPARTMENT HAS DENIED THIS CLAIM BASED |
| FREDERICK, PETER J | | 3/31/22 12:00 AM | 05/23/2022 | 2022369076 | STATUE OF LIMITATIONS FROM INCIDENT DATE EXPIRED |
| FUNCHES, BRYANT D | | 10/13/23 12:00 AM | | 2023370324 | OPEN AND OBVIOUS |
| GALLUCCI, CAROLINE J | | 4/27/23 12:00 AM | 05/24/2023 | 2023370136 | EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONBLY |
| GIANNOS, CATHERINE | | 1/23/22 12:00 AM | 04/27/2022 | 2022368870 | NO RESPONSE |
| GRILLO, JESSICA N | | 4/13/22 12:00 AM | 06/22/2022 | 2022369252 | NO RESPONSE |
| GRILLO, JESSICA N | | 5/23/22 12:00 AM | 06/22/2022 | 2022369254 | STATTUE OF LIMITATIONS HAS EXPIRED FROM INCIDENT DATE |
| GUIDONE, EDWARD M | | 2/11/22 12:00 AM | 09/21/2022 | 2022369533 | CITY WAS WITHIN THE PROCEDURE, SCOPE OF JOB DUTIES |
| HALDES, TESSA A | | 2/28/23 12:00 AM | 05/24/2023 | 2023370132 | TORT LIABILITY |
| JENKINS, KELLY D | | 7/28/23 12:00 AM | | 2023370235 | CITY NOT LIABLE |
| JONES, ANTONIO D | | 3/12/23 12:00 AM | 04/19/2023 | 2023370024 | FH PASCHEN, S.N. NIELSEN AND ASSOC, LLC |
| KIMBROUGH, JESSICA | | 6/25/22 12:00 AM | 09/21/2022 | 2022369537 | CLAIMANT NO RESPONSE |
| KUMAR, SANJAY | | 4/15/22 12:00 AM | 05/23/2022 | 2022369149 | STATUE OF LIMITATIONS EXPIRED INCIDENT DATE AND |
| LAUX, TARRA A G | | 4/8/23 12:00 AM | 05/24/2023 | 2023370067 | TORT LIABILITY - CITY IS NOT LIABLE |
| MADER, NICHOLAS S | | 4/27/22 12:00 AM | 01/18/2023 | 2022369740 | TORT LIABILITY- CITY IS NOT LIABLE |
| MANZELLA, JR, ANTHONY J | | 2/27/23 12:00 AM | 06/15/2023 | 2023370143 | TORT LIABILITY. THE CITY OF CHICAGO NOT LIABLE |
| MATA, LUIS A | | 1/15/23 12:00 AM | 03/15/2023 | 2023369882 | TORT LIABILITY - CITY OF CHICAGO IS NOT LIABLE |
| MCNEIL, KENNETH K | | 11/11/22 12:00 AM | 12/14/2022 | 2022369731 | STATUE OF LIMITATIONS EXPIRED FOR INCIDENT ADDRESS |
| MONTGOMERY, TYRESE J | | 7/21/23 12:00 AM | | 2023370233 | THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE |
| MORAN, CHARLES D | | 1/24/23 12:00 AM | 03/15/2023 | 2023369885 | TORT LIABILITY - CITY IS NOT LIABLE |
| MUNOZ, KARINA | | 6/13/22 12:00 AM | 09/21/2022 | 2022369485 | DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE |
| OLIVEROS, NATALIA | | 9/13/23 12:00 AM | | 2023370326 | OPEN AND OBVIOUS |
| PAPP, DEIDRE K | | 4/13/22 12:00 AM | 05/23/2022 | 2022369163 | NO RESPONSE |
| POLITE, TIA E | | 4/7/23 12:00 AM | 05/24/2023 | 2023370075 | NO RESPONSE |
| PRIMOUS, DAVID | | 9/29/23 12:00 AM | | 2023370331 | TORT LIABILITY |
| RAUWORTH, JENNIFER B | | 1/15/23 12:00 AM | 02/01/2023 | 2023369788 | NO RESPONSE FROM CLAIMANT |
| RICHARDSON, DYLAN W | | 10/22/23 12:00 AM | | 2023370330 | PEOPLES GAS |

Denied Date: 12/13/2023

| Claimant Name | Claimant Address | Incident Date | Introduced to City Council | Claim Number | Denial Reason |
|---|---|---|---|---|---|
| RIHANI, BISHER J | | 1/26/23 12:00 AM | 05/24/2023 | 2023370116 | TORT LIABILITY - THE CITY IS NOT LIABLE |
| RIVERA, GUADALUPE | | 6/1/22 12:00 AM | 12/14/2022 | 2022369732 | NO RESPONSE. STATUE OF LIMITATIONS FOR FILING A CLAIM |
| RODRIGUEZ, DANNY & WANDA | | 5/19/22 12:00 AM | 07/20/2022 | 2022369443 | STATUE OF LIMITATIONS EXPIRED FOR INCIDENT DATE AND |
| ROSS, BRITTNEY | | 4/5/22 12:00 AM | 07/20/2022 | 2022369447 | STATUE OF LIMITATIONS EXPIRED FROM INCIDENT DATE AND |
| SEO, MINNIE M | | 1/13/23 12:00 AM | 03/15/2023 | 2023369846 | NO RESPONSE |
| STATE FARM INS A/S/O RIVERA, | | 6/14/22 12:00 AM | 09/21/2022 | 2022369581 | THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE |
| ZELDIN, ANATOLIY | | 7/28/22 12:00 AM | 03/15/2023 | 2022369900 | NO RESPONSE. STATUE OF LIMITATIONS FOR FILING A CLAIM |
| ZELDIN, ANATOLIY | | 8/25/22 12:00 AM | 03/15/2023 | 2022369901 | NO RESPONSE. STATUE OF LIMITATIONS FOR FILING A CLAIM |
| ZELDIN, ANATOLIY | | 11/3/22 12:00 AM | 03/15/2023 | 2022369902 | NO RESPONSE. STATUE OF LIMITATIONS FOR FILING A CLAIM |

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF NOVEMBER 2023.

[F2023-0006324]

The Committee on Finance submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was submitted a communication transmitting a list of cases in which verdicts, judgments or settlements were entered into for the month of November 2023, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on December 11, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File.*

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## COMMITTEE ON WORKFORCE DEVELOPMENT.

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AMENDMENT OF TITLES 2 AND 6 OF MUNICIPAL CODE REGARDING NOTIFICATION REQUIREMENTS TO EMPLOYERS OF PROPOSED CIVIL ACTION FOR ALLEGED PAID LEAVE VIOLATIONS.

[SO2023-0005883]

The Committee on Workforce Development submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration a substitute ordinance (SO2023-0005883), amending Municipal Code Chapter 6-130 regarding information requirements to employers of proposed civil action for alleged violations of the Paid Leave and Paid Sick and Safe Time Ordinance, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by a voice vote of the members of the Committee on Workforce Development.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

On motion of Alderperson Rodríguez, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 2-25-200 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-25-200 Office Of Labor Standards.

(Omitted text is unaffected by this ordinance.)

(c) Director -- Duties Pertaining To Article II Of Title 6. In connection with subsection (b)(6) of this section, the Director, consistent with the requirements of due process of law and in accordance with rules duly promulgated by the Commissioner, is authorized to: (i) receive complaints, which shall be filed by a worker or other person on behalf of a worker, of alleged violations, or initiate investigation to ascertain compliance with Article II of Title 6; (ii) mediate disputes in connection with such complaints, if appropriate; (iii) investigate such complaints, as appropriate, and make findings of fact in connection with such investigations; (iv) issue notices of violation, as appropriate, if, following an investigation, the Director determines that there is reasonable cause to believe that a violation has occurred; (v) provide for a hearing following the issuance of any such notice of violation; (vi) conduct hearings; (vii) administer oaths, take testimony, issue subpoenas, and receive evidence in connection with such investigations or hearings; and (viii) otherwise enforce Article II of Title 6. Any investigation conducted pursuant to this section shall be conducted in a fair and impartial manner. The name and other identifying information of the worker or person reporting a violation of Article II of Title 6 shall be kept confidential to the extent permitted by law unless such worker or person authorizes the Director in writing to disclose this information as the Director deems necessary or appropriate to enforce this section. The Director may investigate complaints in cases where the complainant is unknown or anonymous.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 6-100-040 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-100-040 Notice And Posting ~~Inspections~~.

(a) The Commissioner has the duty and authority to enforce the notice and posting requirements imposed by Sections 6-10-040(b) and (d)~~, 6-105-070, 6-110-090, and 6-130-050~~ Article II of Title 6.

(b) If an employer has employment policies, and if the employer has workers whose regular work duties take place within the geographical boundaries of Chicago, then the employer shall provide those workers with its employment policies. Employers shall provide workers with a 14-day notice of changes to employment policies. An employer shall provide its employment policy to its workers in the primary language of each of its workers.

SECTION 3. Section 6-105-050 of the Municipal Code of Chicago is hereby amended by being renumbered, moved to Chapter 6-100, by adding the language underscored, and by deleting the language struck through, as follows:

~~6-105-050~~ 6-100-050 Wage Theft.

(a) Any ~~Employer~~ employer who fails to timely pay a ~~Covered Employee~~ worker in accordance with this ~~chapter~~ Article II of Title 6, or in accordance with any wage agreement between the ~~Employer~~ employer and the ~~Covered Employee~~ worker above the threshold required by this ~~chapter~~ Article II, shall have committed wage theft.

(1) Wage theft includes the non-payment of any wages required for work performed, and also includes not granting or properly paying required paid time off, whether legislatively or contractually required, and contractually required benefits to the ~~Covered Employee~~ worker.

(2) The timely ~~pay~~ payment of wages shall be in accordance with 820 ILCS 115/4.

(b) A Covered ~~Employee~~ worker may file a claim with the Office of Labor Standards or in a civil action, but not both. A ~~Covered Employee~~ worker who files a claim with the Illinois Department of Labor may not also file a claim with the Office of Labor Standards unless the Illinois Department of Labor has referred the case to the Office of Labor Standards.

(c) ~~The~~ Employer An employer shall be liable to ~~the Covered Employee~~ a worker for the amount of any underpayments and shall also be liable for damages of either: (i) 2 percent of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid or, (ii) the amount specified by the Illinois Wage Payment and Collection Act, 820 ILCS 115/14(a), if the amount in the state law is greater.

SECTION 4. Section 6-105-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

6-105-010 Definitions.

For purposes of this chapter, the following definitions apply:

(Omitted text is unaffected by this ordinance.)

"Covered Employee" does not include any individual permitted to work:

(a) as a camp counselor employed at a day camp if the camp counselor is paid a stipend on a one time or periodic basis and, if the camp counselor is a minor, the minor's parent, guardian or other custodian has consented in writing to the terms of payment before the commencement of such employment;

(b) while subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception of the categories of Employees described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Minimum Wage Law, who shall be entitled to the Wages that their Employer shall otherwise pay under Section 6-105-020(b) and 6-105-030 above, whichever applies, as well as the overtime compensation described in Section 6-105-040; and

(c) for any governmental entity other than the City and its Sister Agencies.

(d) (i) All Domestic Workers, including Domestic Workers employed by Employers with fewer than four Employees, shall be Covered Employees.

(ii) in any of the following categories, though, Employees who work in the following categories shall be Covered Employees under Section 6-105-045: (A) as an outside salesman; (B) as a member of a religious corporation or organization; (C) at, and employed by, an accredited Illinois college or university at which the individual is a student who is covered under the Fair Labor Standards Act, as amended; (D) for a motor carrier and with respect to whom the U.S. Secretary of Transportation has the power to establish qualifications and maximum hours of service under the provisions of Title 49 U.S.C. or the State of Illinois under Section 18b-105 (Title 92 of the Illinois Administrative Code, Part 395 -- Hours of Service of Drivers) of the Illinois Vehicle Code.

Except as provided in (d)(i) and (d)(ii), "Covered Employee" does not include any individual permitted to work for an Employer who has fewer than four Employees. Provided, however, that until July 1, 2024, for purposes of Section 6-105-045, any individual permitted to work by an Employer, regardless of the number of persons the Employer employs, shall be a Covered Employee.

(Omitted text is unaffected by this ordinance.)

SECTION 5. Section 6-105-110 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

6-105-110 Private Cause Of Action.

If any Covered Employee is paid by the Covered Employee's Employer less than the Wage to which the Covered Employee is entitled under this chapter, the Covered Employee may recover in a civil action three times the amount of any such underpayment, together with costs and such reasonable attorney's fees as the court allows. An agreement by the Covered Employee to work for less than the Wage required under this chapter is no defense to such action. If an Employer violates any of the Paid Sick Leave provisions in this chapter in effect before ~~December 31, 2023~~ July 1, 2024, the affected Covered Employee may recover in a civil action damages equal to three times the full

amount of any unpaid sick time denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate; together with costs and such reasonable attorney's fees as the court allows. However, on and after ~~December 31, 2023~~ July 1, 2024, an Employee's right to a private cause of action shall be subject to Section 6-130-100.

SECTION 6. Section 6-130-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-130-010 Definitions.

For purposes of this chapter, the following definitions apply:

(Omitted text is unaffected by this ordinance.)

"Covered Employee" means an Employee who~~, in any particular two-week period, performs at least two hours of work~~ works at least 80 hours for an Employer within any 120-day period while physically present within the geographic boundaries of the City. Once the threshold is reached, the Employee will remain a Covered Employee for the remainder of the time that the Employee works for the Employer. For purposes of this definition, time spent traveling in the City that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within the City, shall constitute work while physically present within the geographic boundaries of the City; however, time spent traveling in the City that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of the City. The term "Covered Employee" includes all Domestic Workers regardless of whether they work as employees, independent contractors, sole proprietors, or partnerships. "Covered Employee" includes any Employee of the City and its Sister Agencies, but does not include any individual permitted to work for any other governmental entity.

"Employee" means an individual ~~that~~ who performs work for an employer in the capacity of an employee, as distinguished from a contractor, determined pursuant to Internal Revenue Service guidelines. Elected officials are not Employees. "Employee" does not include an employee as defined in the federal Railroad Unemployment Insurance Act (45 U.S.C. 351, et seq.).

(Omitted text is unaffected by this ordinance.)

SECTION 7. Section 6-130-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through as follows:

6-130-020 Requirement To Provide Paid Leave And Paid Sick Leave.

(a) General Provisions.

(Omitted text is unaffected by this ordinance.)

(4) Unless otherwise provided in a collective bargaining agreement, upon a Covered Employee's termination, resignation, retirement, or other separation from employment, or whenever a Covered Employee ceases to meet the definition of Covered Employee as a result of transferal outside of the geographic boundaries of the City to be considered a Covered Employee, the Employer shall pay the monetary equivalent of all unused, accrued Paid Leave as part of the Covered Employee's final compensation at the Covered Employee's final rate of pay and no employment contract or employment policy shall provide for forfeiture of earned Paid Leave upon separation from employment. However, a Small Employer shall not be required to pay out unused Paid Leave upon termination, resignation, retirement, or other separation from employment, or whenever a Covered Employee ceases to meet the definition of Covered Employee as a result of transferal outside of the geographic boundaries of the City to be considered a Covered Employee. For Medium Employers, the payout of unused Paid Leave required under this section shall be limited to a maximum of 16 hours of Paid Leave until ~~December 31, 2024~~ July 1, 2025, unless the Medium Employer sets a higher limit. On and after ~~January 1~~ July 1, 2025, Medium Employers shall be required to pay the monetary equivalent of all unused, accrued Paid Leave as part of the Covered Employee's final compensation at the Covered Employee's final rate of pay. A Covered Employee may request payout of their unused Paid Leave after not receiving a work assignment for 60 days. Nothing in this section shall be construed to waive or otherwise limit a Covered Employee's right to final compensation for promised and earned vacation time or paid time off, as provided under the Illinois Wage Payment and Collection Act and rules promulgated thereunder. Other than as part of a collective bargaining agreement, no employment contract or employment policy shall provide for forfeiture of earned Paid Leave or Paid Sick Leave when the Employer is no longer subject to the requirements of this chapter and the Covered Employee no longer works in the City. Unless an applicable collective bargaining agreement provides otherwise, upon a Covered Employee's termination, resignation, retirement, or other separation from employment, the Covered Employee's Employer is not required to provide financial or other reimbursement for unused Paid Sick Leave.

(Omitted text is unaffected by this ordinance.)

(b) If a Covered Employee accrued Paid Sick Leave prior to ~~January~~ July 1, 2024, and the Employer's existing paid time off policy does not comply with the requirements of this chapter, on ~~January~~ July 1, 2024, any Paid Sick Leave that the Covered Employee is entitled to roll over from one 12-month period to the next shall be transferred to Paid Sick Leave under Section 6-130-030.

(Omitted text is unaffected by this ordinance.)

SECTION 8. Section 6-130-030 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-130-030 Paid Sick Leave And Paid Leave.

(Omitted text is unaffected by this ordinance.)

(b) Accrual.

(1) Starting on ~~January~~ July 1, 2024, or on the first calendar day of a Covered Employee's employment, whichever is later, a Covered Employee's Paid Leave and Paid Sick Leave shall begin to accrue.

(Omitted text is unaffected by this ordinance.)

SECTION 9. Section 6-130-040 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-130-040 Application To Collective Bargaining Agreements.

(a) Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of Employees to bargain collectively with their Employers through representatives of their own choosing in order to establish wages or other conditions of work different from the applicable minimum standards of the provisions of this chapter. In no event shall this chapter apply to any Employee working in the construction industry who is covered by a bona fide collective bargaining agreement.

Nothing in this chapter shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in force on ~~January~~ July 1, 2024. After that date, requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

(Omitted text is unaffected by this ordinance.)

SECTION 10. Section 6-130-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-130-050 Notice And Posting.

(Omitted text is unaffected by this ordinance.)

(d) Employers shall provide Covered Employees with written notice of the Employer's paid time off policy, including the Employer's paid time off notification requirements, at the commencement of employment and within five calendar days before any change to the Employer's paid time off policy requirements.

(1) Employers shall provide Employees with a 14-day written notice of changes to the Employer's paid time off policies that affect a Covered Employee's right to final compensation for such leave.

(2) Whenever a Covered Employee has not been offered a work assignment for 60 days, ~~their~~ the Covered Employee's Employer must notify the Covered Employee in writing that ~~they~~ the Covered Employee may request payout of their accrued, unused Paid Leave time.

(3) An Employer shall provide its written paid time off policy to each of its Covered Employees in their primary language.

SECTION 11. Section 6-130-100 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-130-100 Private Cause Of Action.

(a) If any Covered Employee is not allowed a benefit to which the Covered Employee is entitled under this chapter, the Covered Employee may recover in a civil action damages equal to three times the full amount of any leave denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate; together with costs and such reasonable attorney's fees as the court allows.

(b) For Paid Sick Leave provisions under this chapter, such right to private cause of action shall be available on ~~December 31, 2023~~ July 1, 2024.

(c) For Paid Leave provisions under this chapter~~,~~:

(1) such right to a private cause of action shall not be available until ~~January~~ July 1, 2025.

(2) A Covered Employee may initiate a civil action pursuant to this chapter only after: (A) an alleged violation occurs; and (B) the payday for the next regular payroll period or 16 days after the alleged violation occurred passes, whichever is the shorter period. This Section 6-130-100(c)(2) shall sunset of its own accord without further action of the City Council on July 1, 2026.

SECTION 12. Section 6-130-110 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

6-130-110 Retention Of Records.

Each Employer shall maintain for at least five years, or for the duration of any claim, civil action, or investigation pending pursuant to this chapter, whichever is longer, a record of each Covered Employee's name and addresses, hours worked, pay rate, wage agreement, number of paid time off hours earned for each year and the dates on which paid time off hours were taken and paid, and records necessary to demonstrate compliance with this chapter. Each Employer who has an Employee whose regular work duties take place within the geographical boundaries of Chicago shall maintain this same information. Failure to maintain these records shall create a presumption, rebuttable by clear and convincing evidence, that the Employer violated this Chapter 6-130 for the periods for which records were not retained for each Covered Employee. Each Employer shall provide each Covered Employee a copy of the records relating to such Covered Employee upon the Covered Employee's request.

SECTION 13. By May 1, 2026, the Office of Labor Standards shall issue a report that studies the impacts of the "cure" period outlined in Section 6-130-100(c)(2).

SECTION 14. Section 10 of the ordinance bearing City Clerk reference number SO2023-0002980, passed by the Chicago City Council on November 9, 2023, is hereby amended by adding the language underscored, and by deleting the language struck through as follows:

Section 10. The Office of Labor Standards shall present to the Committee on Workforce Development a report with recommendations for a portable Paid Leave and Paid Sick Leave policy for Domestic Workers, as that term is defined by Section 6-100-010, by no later than ~~January~~ July 1, 2025. The portable paid time off policy shall allow Domestic Workers to accrue Paid Leave and Paid Sick Leave across multiple jobs and employers. Such policy shall provide all Domestic Workers, including employees and independent contractors, with meaningful access to Paid Leave and Paid Sick Leave as defined in Chapter 6-130. The Office of Labor Standards shall evaluate the feasibility of different models and consider the cost of on-going operations. The recommendations shall reference or identify sources of funding for implementation and enforcement. ~~The~~ By July 1, 2024, the Office of Labor Standards ~~within 30 days after the effective date of this ordinance~~ shall convene a working group to inform the policy recommendations. The working group shall consist of relevant stakeholders, including domestic workers, workers centers, policy organizations, worker advocates, and domestic employers.

SECTION 15. Section 11 of the ordinance bearing City Clerk reference number SO2023-0002980, passed by the Chicago City Council on November 9, 2023, is hereby amended by adding the language underscored, and by deleting the language struck through as follows:

Section 11. On or before ~~December 1, 2025~~ May 1, 2026, the Commissioner of Business Affairs and Consumer Protection shall work with community stakeholders to commission or conduct a one-year study that examines the economic impact of the Small Employer exemption to the pay-out of unused Paid Leave in Section 6-130-020(a)(4) and the impact it has on the ability for Covered Employees working for Small Employers to meaningfully use their Paid Leave benefits under Chapter 6-130. The Office of Labor Standards shall present to a joint Committee of the Committee on Workforce Development and the Committee on Economic, Capital and Technology Development.

SECTION 16. Section 12 of the ordinance bearing City Clerk reference number SO2023-0002980, passed by the Chicago City Council on November 9, 2023, is hereby amended by adding the language underscored, and by deleting the language struck through as follows:

Section 12. This ordinance shall be in full force and effect on December 31, 2023, with the exception of Sections 7, 8, and 9, which shall take effect on July 1, 2024. However, with regards to Chicago Public Schools, the ordinance shall not be implemented until July 1, 2024.

SECTION 17. This ordinance shall be in full force and effect on December 31, 2023, with the exception of Sections 6, 7, 8, 9, 10, 11, and 12, which shall take effect July 1, 2024.

SECTION 18. The amendment made to Section 6-105-010 in Section 4 of this amendatory ordinance shall be repealed of its own accord and without further action of the City Council on July 1, 2024.

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## AMENDMENT OF COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE.

[O2023-0006332]

The Committee on Workforce Development submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an ordinance (O2023-0006332) adopting agreed-upon changes to the Collective Bargaining Agreement between the Fraternal Order of Police and the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the ordinance submitted herewith.

This recommendation was concurred in by a voice vote of the members of the Committee on Workforce Development.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

On motion of Alderperson Rodríguez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Burnett, Ervin, Taliaferro, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Manaa-Hoppenworth, Hadden, Silverstein -- 42.

*Nays* -- Alderpersons Ramirez, Sicho-Lopez, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Martin -- 7.

Alderperson Rodríguez moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council hereby approves an amended agreement, substantially as set forth in the term sheet attached hereto between the City of Chicago and the Chicago John Dineen Lodge Number 7 (formerly known as the Fraternal Order of Police, Lodge Number 7). The Mayor is authorized to execute this amended agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Term Sheet for Collective Bargaining Agreement referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk and at www.chicityclerk.com]

*Failed To Pass* -- ARBITRATION OPTION IN CERTAIN POLICE DISCIPLINARY CASES AS SET FORTH IN OCTOBER 19, 2023 INTEREST ARBITRATION AWARD.
[O2023-0006333]

The Committee on Workforce Development submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an ordinance (O2023-0006333), an ordinance adopting an arbitration option in certain police disciplinary cases, begs leave to recommend that Your Honorable Body do not pass the ordinance submitted herewith.

The committee is recommending do not pass for this ordinance.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

At this point in the proceedings, Alderperson Rodríguez moved to disapprove the Committee's report and recommendation pursuant to Rule 44 of the City Council's Rules of Order and Procedure.

During deliberations on the motion, the Chair asked the assembled guests in the Council Chamber to refrain from disrupting the proceeding and moved that the City Council stand at ease.

Following the brief pause, the Chair called the meeting back in session.

Alderperson Sigcho-Lopez then requested that the City Council observe a moment of silence for the innocent victims of the violence as a consequence of the conflict in Gaza and for the victims of violence in Chicago.

Alderperson Sposato requested that the City Council also observe a moment of silence for the Israelis killed or held hostage by members of Hamas, and for a peaceful end to the Israel-Hamas conflict.

Following further deliberations on the issue before the body, Alderperson Rodríguez then renewed his motion to disapprove the report of and recommendation by the Committee on Workforce Development regarding ordinance O2023-0006333.

The clerk called the roll and the motion to *Disapprove* the Committee's report and recommendation *Prevailed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Ramirez, Gutiérrez, Coleman, Moore, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 34.

*Nays* -- Alderpersons Hopkins, Chico, Lee, Quinn, Lopez, Curtis, O'Shea, Tabares, Cardona, Villegas, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 16.

Thereupon, Alderperson Rodríguez moved for consideration of the proposed ordinance transmitted with the foregoing Committee report.

The clerk called the roll and the proposed ordinance *Failed to Pass* by yeas and nays as follows:

*Yeas* -- Alderpersons Hopkins, Beale, Chico, Lee, Quinn, Lopez, Curtis, O'Shea, Tabares, Cardona, Villegas, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 17.

*Nays* -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Ramirez, Gutiérrez, Coleman, Moore, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 33.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Said ordinance, which failed to pass, reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council hereby approves the arbitration option in certain police disciplinary cases as set forth in the October 19, 2023-Interest Arbitration Award, substantially as set forth in the term sheet attached hereto. The Mayor is authorized to execute an agreement to incorporate this arbitration award into the Collective Bargaining Agreement between the City of Chicago and the Chicago John Dineen Lodge Number 7 (formerly known as Fraternal Order of Police, Lodge Number 7).

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Term Sheet for the Interest Arbitration Award to be incorporated into the Collective Bargaining Agreement referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk and at www.chicityclerk.com].

REGULAR ORDER OF BUSINESS RESUMED.

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## *REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.*

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*Rules Suspended* -- COMMEMORATION OF CHICAGO GAY MEN'S CHORUS ON 40TH ANNIVERSARY.

[R2023-0006381]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Robinson, Lopez, Rodríguez, Ervin, Taliaferro, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Nugent, Vasquez, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Villegas, Chico, Waguespack, Gutiérrez and City Clerk Valencia, a resolution commemorating the 40th anniversary of Chicago Gay Men's Chorus.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

Alderperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, The Chicago Gay Men's Chorus celebrates its 40th season of delivering musical experiences that entertain, enlighten, and build a strong sense of community; and

WHEREAS, Founded in 1983, the Chicago Gay Men's Chorus quickly established itself as a pioneering and inclusive performing arts organization, becoming an early member of the Gay and Lesbian Association of Choruses; and

WHEREAS, For three decades, the Chicago Gay Men's Chorus has delighted audiences through colorful performances that blend traditional choral music with musical theatre, offering a wide range of performing styles and demonstrating a commitment to artistic excellence; and

WHEREAS, Each year, the Chicago Gay Men's Chorus's over 150 members accomplish an ambitious schedule of performances, fundraisers, and charitable appearances, exploring issues relevant to the LGBT community and their allies; and

WHEREAS, The Chicago Gay Men's Chorus has represented Chicago across the continent and at many historic occasions, including the Illinois Religious Freedom and Marriage Fairness Act signing ceremony; and

WHEREAS, The Chicago Gay Men's Chorus was inducted into the Chicago LGBT Hall of Fame in 2001, a testament to its enduring impact on the cultural fabric of the City; and

WHEREAS, The Chicago Gay Men's Chorus continues to enliven the City's cultural landscape, contributing to the creation of a more vibrant and diverse community for all; and

WHEREAS, The City of Chicago looks forward to celebrating many more years of the Chicago Gay Men's Chorus enrichment of the City; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 13th day of December 2023, do hereby recognize the Chicago Gay Men's Chorus on the occasion of their 40th anniversary; and

*Be It Further Resolved,* That suitable copies of this resolution be presented to the Chicago Gay Men's Chorus as a token of our respect and of our best wishes for a bright and prosperous future.

On motion of Alderperson Mitchell, seconded by Alderpersons Lawson, Knudsen, Manaa-Hoppenworth and Hadden, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in congratulating the Chicago Gay Men's Chorus on its 40th anniversary. Season after season, the Chicago Gay Men's Chorus has delivered incredible musical performances while also serving as a beacon of inclusivity, the Mayor declared, and noted that its contributions and success have graced not only our city but are also a remarkable testament to Chicago's musical and artistic contributions to the entire country. Mayor Johnson also lauded the Chicago Gay Men's Chorus for its advocacy of the LGBTQ community and for proudly demonstrating the inclusive values of our entire city where individual rights are protected and where "everyone is seen and heard and valued". Mayor Johnson then invited Chicago Gay Men's Chorus executive director Kevin Corbett and board members Jim Hennessey, Eric Fredericks, Craig Blessing, Antonio Musillami and Greg Marquis to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO CHICAGO DRAGONS RUGBY FOOTBALL CLUB ON 20TH ANNIVERSARY.

[R2023-0006403]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Rodríguez, Sigcho-Lopez, Fuentes, Conway, Ramirez-Rosa, Villegas, Mitts, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Silverstein, Chico, Gutiérrez, Lopez, Vasquez and City Clerk Valencia, a resolution commemorating the 20th anniversary of the Chicago Dragons Rugby Football Club.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

Alderperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, In recognition of their 20th anniversary, the members of the City Council are pleased to honor the Chicago Dragons Rugby Football Club; and

WHEREAS, The Chicago Dragons are a Division IV member of the USA Rugby organization, the Midwest Rugby Union (MWRU), and the Chicago Area Rugby Football Union (CARFU); and

WHEREAS, The Chicago Dragons are also the first team to accept openly gay men in the Midwest, and the first team in the Midwest to formally join International Gay Rugby (IGR); and

WHEREAS, The Dragons have been a guiding force in their local union and other unions throughout the Midwest to increase awareness and diversity in the sport of rugby; and

WHEREAS, The Dragons' home field is Montrose Turf Field, where they have hosted teams from across the Midwest; and

WHEREAS, Since 2003, the Chicago Dragons' mission has been to play the sport of rugby, increase the diversity of the sport, thereby creating a welcoming and encouraging learning environment for new players regardless of background; and

WHEREAS, The Dragons also strive to create a competitive team on local, national, and international levels; and

WHEREAS, The Dragons celebrated their 20-year anniversary with five-point win against the Minneapolis Mayhem and, in 2024, plan to participate in the Bingham Cup in Rome; and

WHEREAS, The City of Chicago looks forward to celebrating many more years of competitive rugby from the Chicago Dragons Rugby Football Club; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 13th day of December 2023, do hereby congratulate the Chicago Dragons Rugby Football Club on their 20th anniversary and extend to them our best wishes for continued success; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the Chicago Dragons Rugby Football Club as a sign of our commendation.

On motion of Alderperson Mitchell, seconded by Alderpersons Lawson, Sposato, Manaa-Hoppenworth and Lee, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in congratulating the Chicago Dragons Rugby Football Team on its 20th anniversary. Mayor Johnson stated that the Chicago Dragons, while not as well known as some Chicago sports teams, are a competitive team on a local, national, and international level, and work not only to increase awareness about the sport of rugby in the Midwest but to increase diversity in the sport as the first team to accept openly gay men in the Midwest, and the first team to formally join International Gay Rugby. "This team demonstrates our inclusive values as a city and makes Chicago that much richer and exciting to live in", the Mayor stated, and has created a "welcoming and encouraging learning environment for all new players regardless of background". "You make our city proud, and you showcase the vast diversity of Chicago", the Mayor declared, and "our entire city will continue to cheer on the Dragons as they prepare to play in the Bingham Cup in Rome next year". Mayor Johnson then invited Chicago Dragons rugby club president Mark Pilkington to the Mayor's rostrum where he presented him with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- DEDICATION OF DECEMBER 2023 AS HIV/AIDS AWARENESS MONTH IN CHICAGO.

[R2023-0006378]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderpersons Hopkins, Robinson, Lopez, Rodríguez, Ervin, Taliaferro, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Nugent, Vasquez, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Villegas, Chico, Waguespack, Gutiérrez and City Clerk Valencia, a resolution commemorating HIV/AIDS awareness month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

Alderperson Mitchell moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, December 1 has been designated World AIDS Day since 1988, and the day is dedicated to raising awareness of the AIDS pandemic, remembering those who have died of the disease, and fighting the stigma faced by those with HIV; and

WHEREAS, Globally, it is estimated that 39 million people are living with HIV and over 40 million people have died of HIV/AIDS since the disease was first recognized; and

WHEREAS, In 2020, 680,000 people worldwide died of AIDS; and

WHEREAS, An estimated 1.2 million people in the United States have HIV, but only about 87 percent knew they have HIV; and

WHEREAS, More tools than ever are available to prevent HIV, including HIV prevention medicines such as pre-exposure prophylaxis (PrEP) and post-exposure prophylaxis (PEP); and

WHEREAS, Community engagement is a key part of HIV prevention work, and organizations such as the Center for Disease Control and Prevention have been using that strategy to help reduce HIV incidence, including achieving a perinatal HIV transmission rate of less than one percent; and

WHEREAS, Chicago joins the world in its efforts to combat HIV/AIDS and commemorates the 35th anniversary of World AIDS Day; and

WHEREAS, Over 65,000 cases of HIV or AIDS have been diagnosed since 1980 in Illinois, and, in Chicago, this year alone saw 52 new cases diagnosed; and

WHEREAS, Chicago stands in solidarity with the State as it has embarked on an ambitious public-private partnership program called Getting to Zero Illinois, with the plan to end the HIV epidemic in Illinois by 2030; and

WHEREAS, Over 22,000 Chicagoans currently live with HIV; and

WHEREAS, HIV/AIDS disproportionately affects Black communities in the City of Chicago, which only represent 29 percent of the City's residents, yet account for 55 percent of recently diagnosed HIV infections in the City; and

WHEREAS, The City of Chicago is committed to destigmatizing and working towards a day when HIV/AIDS will no longer be a public health threat; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 13th day of December 2023, do hereby dedicate December 2023 as HIV/AIDS Awareness Month in the City of Chicago, and encourage all Chicagoans to raise awareness of the prevention of this disease and to work towards the elimination of the stigma surrounding it in pursuit of a happier and healthier future.

On motion of Alderperson Mitchell, seconded by Alderpersons Lawson, Vasquez, Lopez, Hadden and Robinson, the foregoing resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating December 2023 as HIV/AIDS Awareness Month. Acknowledging Chicago's commitment to the ongoing fight to eradicate HIV/AIDS, Mayor Johnson spoke of the incredible challenges this disease has posed to public health worldwide and the countless lives and communities who are impacted across the globe. Noting that over 22,000 Chicago residents currently live with HIV, Mayor Johnson stated that while we have come a long way in the fight against the stigma surrounding HIV diagnosis, there is still much to be done. HIV/AIDS Awareness Month is a call to "educate one another and break down the misconceptions that perpetuate fear and discrimination", the Mayor observed, and the opportunity to spread awareness about HIV prevention services available through the Chicago Department of Public Health including HIV testing, PrEP support, mental health counseling, medical transportation, primary care, housing, and more. Declaring Chicago's solidarity with the State of Illinois as it embarks on an ambitious program called Getting to Zero with the plan to end the HIV epidemic in 2030, Mayor Johnson called on all Chicagoans to reinvigorate our efforts to prevent the spread of this disease, to care for those affected, to remember those we have lost in the fight against HIV/AIDS and to join together in building a more compassionate, resilient, and healthier future for all.

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REGULAR ORDER OF BUSINESS RESUMED.

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*Referred* -- APPOINTMENT OF DAVID W. ODEFEY AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).

[A2023-0006367]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed David W. Odefey as a member of Special Service Area Number 31, the Greater Ravenswood Commission, for a term effective

immediately and expiring June 3, 2026, to succeed David E. Berger, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF LAURA K. BOTWINICK AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).
[A2023-0006369]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Laura K. Botwinick as a member of Special Service Area Number 33, the Wicker Park & Bucktown Commission, for a term expiring September 13, 2026, such period allocated as follows: a term effective immediately and expiring September 13, 2024, to succeed Rebecca C. Dohe, whose term has expired, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REAPPOINTMENT OF DAVID J. GINOPLE AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2023-0006368]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have reappointed David J. Ginople as a member of Special Service Area Number 33, the Wicker Park & Bucktown Commission, for a term expiring September 13, 2026, such period allocated as follows: a term effective immediately and expiring September 13, 2024, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF DOMINIKA M. HERTSBERG AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2023-0006371]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Dominika M. Hertsberg as a member of Special Service Area Number 33, the Wicker Park & Bucktown Commission, for a term effective immediately and expiring September 13, 2025, to succeed Joseph M. Hall, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF M. VIRGINIA MAUGERI AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).
[A2023-0006370]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed M. Virginia Maugeri as a member of Special Service Area Number 33, the Wicker Park & Bucktown Commission, for a term effective immediately and expiring September 13, 2025, to succeed Nicole S. Plecas, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF SHONZETTE CHEEKS AS MEMBER OF CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).
[A2023-0006373]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Shonzette Cheeks as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2025, to succeed Rethel T. Dixon, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF KEILA M. COLBERT AS MEMBER OF CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).

[A2023-0006372]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Keila M. Colbert as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2026, to succeed Velinda Alexander, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF JAMYRON D. WHITAKER AS MEMBER OF BRONZEVILLE COMMISSION (SPECIAL SERVICE AREA NO. 56).

[A2023-0006374]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Jamyron D. Whitaker as a member of Special Service Area Number 56, the Bronzeville Commission, for a term effective immediately and expiring December 10, 2025, to succeed Aaron R. Collard, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF SECTION 2-92-340 OF MUNICIPAL CODE REGARDING PREQUALIFIED CONTRACTORS FOR CITY PROJECTS.
[O2023-0006377]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Contracting Oversight and Equity:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Chief Procurement Officer, I transmit herewith an ordinance amending Section 2-92-340 of the Municipal Code regarding prequalified contractors for City projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF TITLES 2 AND 4 OF MUNICIPAL CODE REGARDING LICENSING OF APPRENTICE PLUMBERS, PLUMBERS AND PLUMBING CONTRACTORS.

[O2023-0006382]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending the Municipal Code regarding the licensing of apprentice plumbers, plumbers and plumbing contractors.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF TITLES 4, 11 AND 14A OF MUNICIPAL CODE TO MAKE TECHNICAL CORRECTIONS AND ADJUSTMENTS TO CHICAGO CONSTRUCTION CODES.

[O2023-0006384]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance amending the Municipal Code to make technical corrections and adjustments to the Chicago Construction Codes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- ISSUANCE OF CITY OF CHICAGO SECOND LIEN WASTEWATER TRANSMISSIONS REVENUE BONDS, PROJECT AND REFUNDING SERIES 2024.

[O2023-0006398]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of the City's Second Lien Wastewater Transmissions Revenue Bonds Series 2024 in the aggregate principal amount not to exceed $500,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- DESIGNATION OF YEAR 2024 MUNICIPAL DEPOSITORIES OF CITY OF CHICAGO AND CHICAGO BOARD OF EDUCATION.

[O2023-0006400]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance designating the 2024 Municipal Depositories.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2023 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2023-0006380]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- SCOPE OF SERVICES, BUDGET AND SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 2.

[O2023-0006375]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the 2024 service provider agreement with the Belmont-Central Chamber of Commerce for SSA Number 2.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- SCOPE OF SERVICES, BUDGET AND SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 5.

[O2023-0006376]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the 2024 service provider agreement with South Chicago Parents and Friends, Inc. for SSA Number 5.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- ISSUANCE OF MULTI-FAMILY LOAN TO DUO DEVELOPMENT CORPORATION FOR ACQUISITION OF BUILDINGS THROUGH PRESERVING EXISTING AFFORDABLE RENTALS PROGRAM.

[O2023-0006387]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance to Duo Development Corporation for acquisition of three buildings through the Preserving Existing Affordable Rentals program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- ISSUANCE OF FINANCIAL ASSISTANCE AND LOAN RESTRUCTURING TO BRAINERD SENIOR PRESERVATION L.P. FOR ACQUISITION AND REHABILITATION OF BUILDING AND ADJACENT FACILITIES AT 8901 -- 8925 S. LOOMIS ST.

[O2023-0006388]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of financial assistance and loan restructuring for Brainerd Senior Preservation L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- SALE OF CITY-OWNED PROPERTIES AT 4337 S. LAKE PARK AVE., 3435 W. 23RD ST. AND 3109 E. 92ND ST.

[O2023-0006385]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of City-owned properties located at 4337 South Lake Park Avenue, 3435 West 23rd Street, and 3109 East 92nd Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- SALE OF CITY-OWNED PROPERTIES IN 3RD, 10TH, 28TH, 29TH AND 37TH WARDS FOR ADJACENT NEIGHBORS UNDER CHIBLOCKBUILDER LAND SALE PROGRAM.

[O2023-0006402]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the sale of City-owned properties for adjacent neighbors under the ChiBlockBuilder land sale program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS TO VARIOUS ENTITIES.

[O2023-0006389, O2023-0006394, O2023-0006396]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the negotiated sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO HOUSING AUTHORITY FOR PROFESSIONAL SERVICES UNDER HOMEMOD PROGRAM.
[O2023-0006379]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 13, 2023.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding accessibility home modification program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

**City Council Informed As To Miscellaneous Documents Filed In City Clerk's Office.**

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

*Placed On File* -- EXECUTIVE ORDER NO. 2023-20 ESTABLISHING CHIEF HOMELESSNESS OFFICER.

[F2023-0006165]

A communication from the Honorable Brandon Johnson, Mayor, under the date of December 11, 2023, received in the Office of the City Clerk on December 11, 2023, transmitting Executive Order Number 2023-20 regarding the establishment of a Chief Homelessness Officer, which was *Placed on File*.

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*Placed On File* -- EXECUTIVE ORDER NO. 2023-21 REGARDING STREAMLINING CITY DEVELOPMENT PROCESSES.

[F2023-0006366]

A communication from the Honorable Brandon Johnson, Mayor, under the date of December 11, 2023, received in the Office of the City Clerk on December 11, 2023, transmitting Executive Order Number 2023-21 regarding the streamlining of City development processes and establishing a Director of Process Improvement in the Office of the Mayor, which was *Placed on File*.

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*Placed On File* -- DETERMINATION CERTIFICATE OF CITY OF CHICAGO REGARDING FIRST AMENDMENT TO REVOLVING LINE OF CREDIT AGREEMENT WITH RBC CAPITAL MARKETS LLC AND ROYAL BANK OF CANADA, AS TO NOTE OF DECEMBER 29, 2021, AGGREGATE OUTSTANDING AMOUNT NOT TO EXCEED $225,000,000.00.

[F2023-0006135]

A communication from Jill Jaworski, Chief Financial Officer, under the date of December 5, 2023, received in the Office of the City Clerk on December 5, 2023, transmitting a determination certificate of the City of Chicago regarding a First Amendment to

the Revolving Line of Credit Agreement with RBC Capital Markets LLC and Royal Bank of Canada, and Note dated December 1, 2021, with the aggregate outstanding principal amount not to exceed $225,000,000.00, which was *Placed on File*.

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*Placed On File* -- DETERMINATION CERTIFICATE OF CITY OF CHICAGO REGARDING WELLS FARGO BANK NATIONAL ASSOCIATION SECOND AMENDMENT TO REVOLVING LINE OF CREDIT AGREEMENT AND NOTE NOT TO EXCEED $225,000,000.00.

[F2023-0006136]

A communication from Jill Jaworski, Chief Financial Officer, under the date of December 5, 2023, received in the Office of the City Clerk on December 5, 2023, transmitting a general certificate of the City of Chicago regarding second amendment to a line of credit agreement with Wells Fargo Bank National Association, and Note dated December 1, 2023, in an amount not to exceed $225,000,000.00, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP AUDIT REPORT CONCERNING CITY'S COMPLIANCE WITH TIF SUNSHINE ORDINANCE AND TIF SURPLUS EXECUTIVE ORDER.

[F2023-0006074]

A communication from the Office of the Inspector General, under the date of November 29, 2023, received in the Office of the City Clerk on November 28, 2023, transmitting the Inspector General's follow-up audit report concerning City's compliance with TIF Sunshine Ordinance and TIF Surplus Executive Order, which was *Placed on File*.

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*Placed On File* -- EXPRESSION OF OPPOSITION TO PROPOSED ZONING RECLASSIFICATION OF PROPERTY AT 2907 -- 2923 W. IRVING PARK RD.

[F2023-0006242]

A communication from Sean O'Neil, under the date of December 8, 2023, received in the Office of the City Clerk on December 8, 2023, transmitting an objection to the proposed zoning reclassification for the property at 2907 -- 2923 West Irving Park Road, which was *Placed on File*.

**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNALS.

November 9, 2023.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on November 9, 2023 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 15, 2023 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on November 9, 2023, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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November 15, 2023.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on November 15, 2023 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 13, 2023 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on November 15, 2023, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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PUBLICATION OF SPECIAL PAMPHLETS.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 2.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider

agreement for Special Service Area Number 2, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 3.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 3, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 4.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 4, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 5.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 5, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 7.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 7, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 8.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 8, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 13.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 13, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Amendment Of 2023 Budget, Approval Of Year 2024 Budget And Execution Of Management Agreement For Special Service Area No. 16.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of 2023 budget, approval of a year 2024 budget and execution of a management agreement for Special Service Area Number 16, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 17.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 17, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Extension Of Term For Special Service Area No. 18.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and extension of term for Special Service Area Number 18, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 19.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 19, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 22.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider

agreement for Special Service Area Number 22, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 23.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 23, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 24.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 24, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 25.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 25, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 26.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 26, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 27.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 27, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 28-2014.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 28-2014, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 29-2014.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement

for Special Service Area Number 29-2014, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 31.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 31, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 33.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 33, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 34.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 34, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Amendment Of Year 2022 Tax Levy, Amendment Of Year 2023 Budget, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 35-2015.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of year 2022 tax levy, amendment of year 2023 budget, approval of a year 2024 budget, amendment of year 2023 service provider agreement and execution of a service provider agreement for Special Service Area Number 35-2015, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Amendment Of Year 2022 Tax Levy, Amendment Of Year 2023 Budget, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 38.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of year 2022 tax levy, amendment of year 2023 budget, approval of a year 2024 budget, amendment of year 2023 service provider agreement and execution of a service provider agreement for Special Service Area Number 38, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 39.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 39, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 42.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 42, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 43.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 43, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Enlargement Of Boundaries, Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 44.*

The City Clerk informed the City Council that the ordinance authorizing the enlargement of boundaries, imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 44, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 45.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider

agreement for Special Service Area Number 45, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 47.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 47, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 48.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 48, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 50.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 50, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 51.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 51, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Management Agreement For Special Service Area No. 52-2021.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a management agreement for Special Service Area Number 52-2021, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 54.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 54, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Extension Of Term For Special Service Area No. 56-2022.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and extension of term for Special Service Area Number 56-2022, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 59-2022.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 59-2022, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Amendment of Year 2023 Budget, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 60.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of year 2023 budget, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 60, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Establishment And Execution Of Service Provider Agreement For Special Service Area No. 61-2023.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and establishment and execution of a service provider agreement for Special Service Area Number 61-2023, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Amendment of Year 2023 Budget, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 62.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of year 2023 budget, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 62, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Management Agreement For Special Service Area No. 63.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a management agreement for Special Service Area Number 63, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Extension Of Term, Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 69.*

The City Clerk informed the City Council that the ordinance authorizing the extension of term, imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 69, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Extension Of Term For Special Service Area No. 71.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and extension of term for Special Service Area Number 71, which was passed by the City Council on November 15, 2023, and which

was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 72.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 72, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 73.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 73, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Amendment Of Year 2023 Budget, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 76.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, amendment of year 2023 budget, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 76, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 77.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 77, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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*Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 80.*

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 80, which was passed by the City Council on November 15, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on December 5, 2023.

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## Miscellaneous Communications, Reports, Et Cetera, Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

*Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in triplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

After Schools Matters, Inc. (Application Number 22309) -- to classify as a DX-5 Downtown Mixed-Use District instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 3-F bounded by:

West Hill Street; the alley next east of and parallel to North Orleans Street; a line 168 feet south of and parallel to West Hill Street; and North Orleans Street (common address: 1035 -- 1049 North Orleans Street and 325 -- 333 West Hill Street).

[O2023-0006397]

Belvedere Financial LLC (Application Number 22312T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-I bounded by:

the alley next north of and parallel to West Diversey Avenue; a line 58.79 feet east of and parallel to North Mozart Street; West Diversey Avenue; and a line 33.79 feet east of and parallel to North Mozart Street (common address: 2820 West Diversey Avenue).

[O2023-0006410]

Blenheim Place LLC (Application Number 22311T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

a line 246.00 feet north of and parallel to West Huron Street; a line from a point on the previously described line and 81.00 feet east of North Willard Court running southeasterly for a distance of 28.32 feet to a point on a line 225.00 feet north of and parallel to West Huron Street and 100 feet east of North Willard Court; the alley next east of North Willard Court; a line 222.00 feet north of and parallel to West Huron Street; and North Willard Court (common address: 723 North Willard Court).

[O2023-0006404]

Bowes Trust Dated April 3, 2013 (Application Number 22313) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-H bounded by:

the alley next north of and parallel to West Wellington Avenue; a line 69.57 feet east of and parallel to North Leavitt Street; West Wellington Avenue; and North Leavitt Street (common address: 2154 -- 2158 West Wellington Avenue).

[O2023-0006452]

Romauldo Camarena (Application Number 22304) -- to classify as a C1-2 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

the public alley next north of and parallel to West Cermak Road; a line 25.0 feet east of and parallel to South Paulina Street; West Cermak Road; and South Paulina Street (common address: 2149 -- 2159 South Paulina Street/1658 West Cermak Road).

[O2023-0006171]

Pablo H. Espiritu (Application Number 22306T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-J bounded by:

a line 222 feet north of and parallel to West Barry Avenue; North Kedzie Avenue; a line 197 feet north of and parallel to West Barry Avenue; and the alley next west of and parallel to North Kedzie Avenue (common address: 3120 North Kedzie Avenue).

[O2023-0006180]

Fam-Li Entertainment LLC (Application Number 22308T1) -- to classify as a C1-1 Neighborhood Commercial District instead of an M1-1 Limited Manufacturing/ Business Park District the area shown on Map Number 3-K bounded by:

West North Avenue; North Keating Avenue; the alley next south of and parallel to West North Avenue; and a line 25 feet west of and parallel to North Keating Avenue (common address: 4735 West North Avenue).

[O2023-0006391]

Kasper Development LLC (Application Number 22305) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 10-F bounded by:

West Root Street; the public alley next east of and parallel to South Halsted Street; West 42nd Street; and South Halsted Street (common address: 4161 -- 4193 South Halsted Street).

[O2023-0006173]

LPC Chicago LLC (Application Number 22317) -- to classify as a B3-5 Community Shopping District instead of Business Planned Development Number 834 and further, to classify as a Residential-Business Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 3-F bounded by:

West North Avenue; the Chicago Transit Authority right-of-way; West Weed Street; North Clybourn Avenue; and North Halsted Street (common address: 749 -- 757 West North Avenue, 1551 -- 1577 North Halsted Street, 1555 -- 1569 North Clybourn Avenue and 732 -- 754 West Weed Street).

[O2023-0006481]

North Branch River Properties LLC (Application Number 22319) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 11-I bounded by:

West Lawrence Avenue; the public alley next east of North Manor Avenue; the public alley next south of and parallel to West Lawrence Avenue; and a line 50.00 feet east of and parallel to North Manor Avenue (common address: 2917 -- 2935 West Lawrence Avenue).

[O2023-0006502]

Segundo Quizhpi (Application Number 22307) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 2-L bounded by:

the alley next north of and parallel to West Harrison Street; a line 393.72 feet east of and parallel to North Lavergne Avenue; West Harrison Street; and a line 356.25 feet east of and parallel to North Lavergne Avenue (common address: 4910 West Harrison Street).

[O2023-0006383]

Raffaello Chicago PropCo LLC (Application Number 22316) -- to classify as Residential-Business Planned Development Number 133, as amended, instead of Residential-Business Planned Development Number 133 the area shown on Map Number 3-E bounded by:

East Delaware Place; North Mies Van Der Rohe Way; a line 100.00 feet east of and parallel to North Mies Van Der Rohe Way; and a line 109.77 feet south of and parallel to East Delaware Place (common address: 201 East Delaware Place).

[O2023-0006463]

THNS LLC (Application Number 22321T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 13-I bounded by:

West Winnemac Avenue; the public alley next northeast of North Lincoln Avenue; a line 147.13 feet south of West Winnemac Avenue, as measured along the northeasterly line of North Lincoln Avenue; and North Lincoln Avenue (common address: 5023 -- 5035 North Lincoln Avenue/2441 -- 2453 West Winnemac Avenue).

[O2023-0006517]

Antonio Vargas (Application Number 22314T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

a line 75.0 feet south of and parallel to West Cullerton Street; the public alley east of and parallel to South Loomis Street; a line 100.0 feet south of and parallel to West Cullerton Street; and South Loomis Street (common address: 2009 South Loomis Street).

[O2023-0006453]

30 North LaSalle Owner LLC (Application Number 22315) -- to classify as a DC-16 Downtown Core District instead of Planned Development Number 596 the area shown on Map Number 1-F bounded by:

West Washington Street; North LaSalle Street; West Calhoun Place; and a line 200 feet west of and parallel to North LaSalle Street (common address: 30 North LaSalle Street).

[O2023-0006454]

400 North Elizabeth Property LLC (Application Number 22318) -- to classify as a DX-7 Downtown Mixed-Use District instead of Business Planned Development Number 1528 and further, to classify as Residential-Business Planned Development Number 1528, as amended, instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Ogden Avenue; Union Pacific Railroad; North Elizabeth Street; and the south line of vacated West Kinzie Street (common address: 400 North Elizabeth Street).

[O2023-0006496]

739 South Clark Holdings LLC (Application Number 22322) -- to classify as a DX-16 Downtown Mixed-Use District instead of a DX-12 Downtown Mixed-Use District the area shown on Map Number 2-F bounded by:

a line 421.07 feet north of and parallel to West Polk Street; the alley next east of and parallel to South Clark Street; a line 397.39 feet north of and parallel to West Polk Street; a line 95.5 feet east of and parallel to South Clark Street; a line 100 feet north of and parallel to West Polk Street; and South Clark Street (common address: 717 -- 739 South Clark Street).

[O2023-0006518]

2542 South Albany LLC (Application Number 22320T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 6-I bounded by:

a line 170.0 feet north of and parallel to West 26th Street; South Albany Avenue; a line 146.0 feet north of and parallel to West 26th Street; and the public alley next west of and parallel to South Albany Avenue (common address: 2542 South Albany Avenue).

[O2023-0006503]

3527 South Damen LLC (Application Number 22310T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

the public alley next north of and parallel to West 21st Street; a line 24.0 feet east of and parallel to South Leavitt Street; West 21st Street; and South Leavitt Street (common address: 2015 -- 2025 South Leavitt Street/2158 West 21st Street).

[O2023-0006401]

3652 Wrightwood Property LLC (Application Number 22303T1) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-J bounded by:

a line 70.27 feet north of and parallel to West Wrightwood Avenue; a line 78.52 feet east of and parallel to North Lawndale Avenue; West Wrightwood Avenue; and North Lawndale Avenue (common address: 3652 -- 3658 West Wrightwood Avenue).

[O2023-0006167]

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

| | |
|---|---|
| Amechi, Mauriell H. | [CL2023-0006158] |
| Arroyo, Veronica | [CL2023-0006542] |
| Barr, John H. | [CL2023-0006160] |
| Cacciottolo, Neil J. | [CL2023-0006549] |
| Castrejon, Daniel | [CL2023-0006544] |
| Claiborne, Claudette A. | [CL2023-0006545] |
| Conley, Linda | [CL2023-0006540] |
| Cooper, Craig (2) | [CL2023-0006164, CL2023-0006543] |
| Gambino, Benedict S. | [CL2023-0006539] |

Glover, Pierre D. [CL2023-0006163]

Guerrero, Luigi [CL2023-0006546]

Hunt, Eva C. [CL2023-0006154]

Lorenzo, Luis F. [CL2023-0006550]

Luna, Lou [CL2023-0006162]

Osuch, Pawel F. [CL2023-0006541]

Pamula, Rafal M. [CL2023-0006161]

Peralta, Valeria [CL2023-0006155]

Tallie, Lucia B. [CL2023-0006548]

Williams, Marvel [CL2023-0006547]

Zenkovic, Adnan [CL2023-0006159]

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*Referred* -- ESTABLISHMENT OF GUN VIOLENCE REDUCTION AND REGULATION ORDINANCE.

[O2023-0006298]

A communication from Janice Cody received in the Office of the City Clerk on November 12, 2023, transmitting a proposed ordinance regarding gun violence reduction and classification of firearms and establishing requirements for gun ownership or possession within the City of Chicago, which was *Referred to the Committee on Public Safety*.

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*Referred* -- CORRECTION OF NOVEMBER 7, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

[O2023-0006218]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the *Journal of the Proceedings of the City Council of the City of Chicago* of November 7, 2023, which was *Referred to the Committee on Committees and Rules*.

# *REPORTS OF COMMITTEES.*

## COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR PROVISION OF NEIGHBORHOOD OPPORTUNITY FUNDS TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH THE REBUILD FOUNDATION NFP FOR REPURPOSING FORMER ST. LAURENCE SCHOOL AT 1341 -- 1353 E. 72ND ST. ARTS INCUBATOR PROJECT.

[O2023-0005700]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a redevelopment agreement with, and NOF Grant to, Ellen Alderman and The Rebuild Foundation, to repurpose St. Laurence School at 1341 -- 1353 East 72nd Street into residences, tool, tech and fab labs, promoting art, music, writing and craftsman disciplines for emerging and established artists (O2023-0005700), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, Section 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, DPD has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of the NOF Ordinance and is eligible to receive a

NOF Grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibit "A" referred to in this ordinance is printed on pages 7665 through 7670 of this *Journal*.]

*Exhibit "A".*

*Project Plan And Scope.*

August 18, 2023

Ellen Alderman
The Rebuild Foundation NFP
6760 S Stony Island Ave
Chicago, IL 60649

**RE: Conditional Commitment of Neighborhood Opportunity Funds**

Dear Ellen,

On behalf of the City of Chicago ("City") Department of Planning and Development ("DPD"), congratulations on being selected as a Neighborhood Opportunity Fund ("NOF") Large Finalist ("Finalist")! Pending approval from City Council and execution of the NOF Redevelopment Agreement ("NOF RDA"), The Rebuild Foundation NFP will be an NOF Large Grantee ("Grantee").

The Rebuild Foundation NFP has received a **conditional commitment** of up to **$2,500,000** in NOF funds ("NOF Grant").

The Project was selected for the plan and scope of work presented in the application and summarized below. Any changes to the proposed project plan or scope of work without DPD's prior written approval may result in forfeiture of the NOF Grant.

**PROJECT ADDRESS**
1341-53 E 72nd St

**PROJECT PINS**
20-26-209-013-0000
20-26-209-014-0000

**PROJECT PLAN & SCOPE** ("Project")
The Developer intends to repurpose the former St. Laurence School, a 40,000 square foot building, into an amenity to accommodate varying kinds of artists practices including residencies, workshops and critiques for emerging and established artists working in a range of mediums, as well as free public events that will benefit the surrounding community. Programs will be tailored for those interested in painting, drawing printmaking, milling, wood craftsmanship, design, product modeling, writing, music, curation, and other artistic practices. This site will offer Tool, Tech and Fab Labs. Rehabilitation work will include earthwork, asphalt paving,

plumbing, HVAC, electrical, fire protection, carpentry, dry wall partitions, flooring, new windows and security screens, masonry window infill, roof patching, and painting.

**PROJECT SOURCES & USES**

| *Anticipated Project Funds (Sources)* | | *Anticipated Project Costs (Uses)* | |
|---|---|---|---|
| Equity | $0 | Hard Costs | $8,126,102 |
| Lender Financing | $561,684 | Soft Costs | $1,218,915 |
| Private Grants | $6,283,333 | Acquisition Costs | $0 |
| NOF Grant | $2,500,000 | Site Preparation Costs | $0 |
| **Total** | $9,345,017 | **Total** | $9,345,017 |

**GRANT PAYMENT**

Grantees shall receive a one-time disbursement of 100% of their NOF Grant following the completion of the Project and DPD's issuance of the Certificate.

**SUMMARY OF GRANT COVENANTS**

The following is a summary of important NOF Grant covenants to which the Grantee must adhere. The NOF RDA will contain a complete list of all NOF Grant covenants.

Grantees shall not do any of the following without prior, written consent from DPD, for the Term of the Agreement: be a party to any merger, liquidation or consolidation; sell, transfer, convey, lease or otherwise dispose of all or substantially all of their assets or any portion of the project property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; enter into any transaction outside the ordinary course of Grantee's business; assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or enter into any transaction that would cause a material and detrimental change to Grantee's financial condition.

*Operations & Occupancy Covenants*

Grantees must continuously own, occupy, and/or operate the entirety of the Project for three years following the issuance of the Certificate. If a Grantee fails to satisfy these requirements, the City shall have the right to cease NOF payments, terminate the RDA, or place a lien on the Project property in the value of disbursed City funds.

*Annual Compliance Report*

Grantees must submit an Annual Compliance Report for at least three years following the issuance of the Certificate. Requirements for the Annual Compliance Reports will be detailed in the NOF RDA.

**GRANT CONDITIONS**

Issuance of the NOF Grant is subject to the Finalist's ability to fulfill the following conditions, and City Council approval. Following City Council approval of the NOF Grant, the Grantee will be required to execute the NOF RDA with the City, through DPD, which details the legal requirements of the Project and the process for receiving the NOF Grant.

*CONDITIONS FOR SUBMISSION TO CITY COUNCIL FOR APPROVAL FOR THE NOF GRANT*

**The following *must* be submitted to your Project Manager by** Friday, September 8, 2023 **to prepare for submission to City Council for approval.**

1. **Pre-Construction Compliance Meeting:** The Finalist, general contractor, and all major subcontractors must meet with Construction Compliance staff to review the Finalist's plan to achieve the City's Construction Compliance obligations (MBE/WBE, City Residency and Prevailing Wage Requirements), as established in the RDA and as mandated by City ordinance and DPD policy.
2. **Final Contractor Estimates:** The Finalist must submit at least two, final and comprehensive contractor estimates for the final Project scope of work. All estimates must reflect the same scope of work and final Project Budget, as well as account for the City's M/WBE, Prevailing Wage and City Residency construction compliance requirements.
3. **Final Project Budget:** The Finalist must submit a final Project budget. The NOF Grant amount in this letter will not be increased; therefore, the Finalist must assume the responsibility of any Project cost increases following City Council approval.
4. **Final Design Documents:** The Finalist must submit, at a minimum, a final site plan, final renderings, and final elevations for the Project. All DPD comments on the Project design should be addressed prior to seeking City Council approval.
5. **Final Zoning Approval:** The Finalist must verify that all proposed Project uses and physical improvements comply with the zoning requirements for the Project location. If the Project uses and/or improvements require a zoning map amendment, licenses, or permits, the Finalist must provide evidence of the approved zoning map amendment, secured licenses and/or permits, and Aldermanic input.
6. **Final Project Financing:** The Finalist must submit proof of project financing, demonstrating that all sources of funds outside of the NOF Grant are available and secured, or will be secured by closing. The Finalist must close on all financing sources on or before executing the RDA.
7. **Final Site Control:** The Finalist must submit the following proof of site control, demonstrating that the Project location is secured, or will be secured by closing. The Finalist must secure site control on or before executing the RDA.
    a) Tenant Finalists: Letter of interest or executed lease (for at least three years) for the Project location.
    b) Owner-Occupied Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location.
    c) Property Owner Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location; AND letters of interest or executed tenant leases, for at least three years, for at least 75% of the Project.

*CONDITIONS FOR EXECUTING THE NOF RDA*

Following City Council's approval, the Grantee must satisfy the conditions below before the City will execute and deliver the NOF RDA, unless the City waives such conditions in writing.

**The following *must* be secured within one month of receiving City Council approval to close on the NOF RDA.**

**Building Permits:** The Grantee must submit proof of all permits required by the City's Municipal Code for work associated with the Project for all corresponding costs to be eligible for reimbursement.

*CONDITIONS FOR RECEIVING THE CERTIFICATE*

The Grantee must complete project construction and receive a Certificate within the timeframe dictated by the executed NOF RDA, or the Project will be considered in default, the NOF Grant may be forfeited, and the NOF RDA may be terminated.

**The Certificate *must* be issued within 18 months of the NOF RDA execution date.**

1. **MBE/WBE Requirements:** The Grantee must fulfill at least 35% Minority Business Enterprise (MBE) and 15% Women Business Enterprise (WBE) participation for all direct and indirect construction costs associated with the Project.[1]
2. **City Residency Requirements:** The Grantee must hire City residents to perform 50% of all construction hours.
3. **Prevailing Wage Requirements:** The Grantee must adhere to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
4. **Certificate of Occupancy:** The Grantee must obtain and submit proof of all permits required by the City's Municipal Code to occupy the Project premises.
5. **Business Licenses:** The Grantee must obtain all necessary business licenses.
6. **Documentation:** The Grantee must appropriately document all eligible project costs. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.

**PROJECT WITHDRAWAL AND TERMINATION POLICIES**

*Project Withdrawal*

Finalists or Grantees must provide written notification to DPD staff of their intent to rescind their NOF Grant and withdraw from the program. DPD staff will send the Finalist or Grantee an email confirmation of the project withdrawal and the return of the allocated NOF Grant.

*Project Termination*

DPD staff will send the Finalist or Grantee notification via email and postal mail to the above address regarding termination of the Project and the return of the allocated NOF Grant.

All questions regarding the conditions outlined in this letter, and general NOF requirements and procedures, can be addressed to William Grams (william.grams@cityofchicago.org) or 312-744-0896.

We look forward to supporting your efforts to revitalize the City's South, Southwest and West sides.

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[1] These higher than typical MBE/WBE percentages are required due to the Settlement Agreement dated 5/20/2019 which is attached as an Exhibit to this Conditional Commitment Letter and will be amended to allow for this project to satisfy the terms of the agreement in lieu of the 29th & Prairie Project.

Sincerely,

William Jeffries
Managing Deputy Commissioner
Department of Planning and Development

**On behalf of** The Rebuild Foundation NFP, **I accept the above terms and conditions of this** *Conditional Commitment of Neighborhood Opportunity Funds* **offered by the City of Chicago.**

| 10/25/23 | Ellen Alderman | Director of Programs and Operations |
|---|---|---|
| Date | Ellen Alderman | Title |

Return one copy of this letter to:

City of Chicago
Department of Planning and Development
Attention: William Grams
121 North LaSalle Street, RM 1003
Chicago, IL 60602

**NOF-LARGE DELIVERABLE SUMMARY CHECKLIST & SCHEDULE**

| | | |
|---|---|---|
| **Milestone #1: Conditional Commitment of Funds (Letter)** | | |
| ☑ | *Conditions for Next Milestone* | *Time to Next Milestone* |
| | Final Contractor Estimates (2) | SEPTEMBER 8, 2023 |
| | Final Project Budget | |
| | Final Zoning | |
| | Final Design Documents | |
| | Preliminary (Final acceptable) Project Financing Documentation | |
| | Preliminary (Final acceptable) Site Control Documentation | |
| **Milestone #2: Council Approval (NOF Grant Issuance)** | | |
| ☑ | *Conditions for Next Milestone* | *Time to Next Milestone* |
| | Final Project Financing Documentation | 1 MONTH |
| | Final Site Control Documentation | |
| | Grant Payment Election (executed escrow agreement, if applicable) | |
| | Building Permits Secured | |
| **Milestone #3: Project Closing (Executed RDA)** | | |
| ☑ | *Conditions for Next Milestone* | *Time to Next Milestone* |
| | M/WBE Construction Compliance Requirements Fulfilled | 18 MONTHS |
| | City Residency Construction Compliance Requirements Fulfilled | |
| | Prevailing Wage Construction Compliance Requirements Fulfilled | |
| | Occupancy Permits Secured | |
| | Business Permits Secured | |
| | Business Licenses Secured | |
| | Project Cost Documentation (invoices, sworn statements, lien waivers) | |
| **Milestone #4: Project Completion (Certificate of Completion)** | | |

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2023 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2023-0005937]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2023 amendment within Fund Number 925 (SO2023-0005937), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
*Chair.*

On motion of Alderperson Ervin, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2023 (the "2023 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Cultural Affairs and Special Events has been awarded private grant funds in the amount of $200,000 by the Pritzker Foundation for the Chicago Theater Innovation Fund program; and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded state grant funds in the amount of $3,500,000 by the Illinois Department of Human Services for the Emergency Transitional Housing program; and

WHEREAS, The City through its Office of Public Safety Administration has been awarded state grant funds in the amount of $10,000,000 by the Illinois Department of Transportation, which grant funds will be utilized by the City's Department of Police for the IDOT License Plate Readers Expansion program; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The amount of $13,700,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2023. The 2023 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Amendment To The 2023 Appropriation Ordinance.*

| Code | Department And Item | Strike Amount | Add Amount |
|---|---|---|---|
| Estimate Of Grant Revenue For 2023 | | | |
| | Awards from Agencies of the State of Illinois | $896,950,000 | $910,450,000 |
| | Awards from Public and Private Agencies | 152,482,000 | 152,682,000 |

925 -- Grant Funds

| Department Number | Department And Grant Name | Strike Amount 2023 Anticipated Grant | Add Amount 2023 Anticipated Grant | Strike Amount (2023 Total) Includes Anticipated Carryover | Add Amount (2023 Total) Includes Anticipated Carryover | Strike Amount (2023 Total) | Add Amount (2023 Total) |
|---|---|---|---|---|---|---|---|
| 23 | Department Of Cultural Affairs And Special Events: | | | | | | |
| | Chicago Theater Innovation Fund | | $ 200,000 | | | | $ 200,000 |
| 50 | Department Of Family And Support Services: | | | | | | |
| | Emergency Transitional Housing | | 3,500,000 | | | | 3,500,000 |
| 57 | Department Of Police: | | | | | | |
| | IDOT License Plate Readers Expansion | | 10,000,000 | | | | 10,000,000 |

TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

[O2023-0005739]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within the City Council Committee on Economic, Capital and Technology Development for Year 2023 (O2023-0005739), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2023. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2023 payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Personnel Services | 0100 | 0152255 | 0000 | $2,000.00 |
| Personnel Services | 0100 | 0152255 | 0000 | $4,500.00 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Contractual Services | 0100 | 0152255 | 0100 | $2,000.00 |
| Commodities and Materials | 0100 | 0152255 | 0300 | $4,500.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the City Council, Committee on Economic, Capital and Technology Development during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON PUBLIC SAFETY.

[O2023-0005576]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within the City Council Committee on Public Safety for Year 2023 (O2023-0005576), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2023. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Personnel Services | 100 | 152235 | 0000 | $10,000 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Commodities and Materials | 0300 | 152235 | 0300 | $10,000 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the City Council Committee on Public Safety during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON WORKFORCE DEVELOPMENT.

[O2023-0005949]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within the City Council Committee on Workforce Development for Year 2023 (O2023-0005949), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
*Chair.*

On motion of Alderperson Ervin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2023. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Personnel Services | 0100 | 0152290 | 0000 | $25,000 |

TO:

| Purpose | Fund | Code/ Department | Account | Amount |
|---|---|---|---|---|
| Commodities and Materials | 0100 | 0152290 | 0300 | $15,000 |
| Contractual Services | 0100 | 0152290 | 0100 | $10,000 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the Committee on Workforce Development during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

## COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

*Re-Referred* -- AMENDMENT OF SECTION 2-74-020 OF MUNICIPAL CODE REGARDING VETERAN HIRING PREFERENCE INITIATIVES.

[O2023-0002891]

The Committee on Contract Oversight and Equity submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Contract Oversight and Equity, having under consideration an ordinance introduced by Alderperson Gilbert Villegas (which was referred on July 19, 2023) to amend Section 2-74-020 regarding veteran hiring preference initiatives, begs leave to recommend that Your Honorable Body *Re-Refer* the proposed ordinance to the Committee on Workforce Development.

This recommendation was concurred in by the members of the Committee on Contracting Oversight and Equity on December 5, 2023.

Respectfully submitted,

(Signed) EMMA M. MITTS,
*Chair.*

On motion of Alderperson Mitts, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Workforce Development* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

## COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

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IMPOSITION OF YEAR 2023 TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 10.

[O2023-0005727]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 12, 2023.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on December 5, 2023, having had under consideration an ordinance for a scope of services, budget, 2023 tax levy, and management agreement for Special Service Area Number 10, Back of the Yards (O2023-0005727), introduced on November 1, 2023 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance"), which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

*Be It Ordained by the City Council of the City of Chicago*, as follows:

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Special Service Area No. 10.*

| Area | Levy Cap | Total Requested Levy | Commission | Service Provider |
|---|---|---|---|---|
| 10 | 1.900 percent | $490,808 | Back of the Yards Special Service Area Commission | Back of the Yards Neighborhood Council |

Establishment Ordinance:

Date: September 13, 1989
*Journal* pages: pages 4115 -- 4129.

Amendment(s) to Establishment Ordinance:

Date: November 15, 1995
*Journal* pages: pages 12177 -- 12225.

Attached Budget reads as follows:

*Budget.*

| Special Service Area # 10 | |
|---|---|
| SSA Name: | Back of the Yards |

**2024 BUDGET SUMMARY**

Budget and Services Period: January 1, 2024 through December 31, 2024

| CATEGORY (Funded Categories Comprise Scope of Services) | 2023 Levy: Collectable Levy | 2023 Levy: Estimated Loss Collection | Carryover Funds | TIF Rebate Fund #339 | Estimated Late Collections and Interest | Total All Sources |
|---|---|---|---|---|---|---|
| 1.00 Customer Attraction | $87,792 | $1,000 | $0 | $0 | $1,000 | $89,792 |
| 2.00 Public Way Aesthetics | $165,623 | $2,500 | $0 | $0 | $2,000 | $ 0,123 |
| 3.00 Sustainability and Public Places | $4,000 | $0 | $0 | $0 | $0 | $4,000 |
| 4.00 Economic/ Business Development | $80,000 | $0 | $0 | $0 | $1,033 | $81,033 |
| 5.00 Public Health and Safety Programs | $3,500 | $0 | $0 | $0 | $0 | $3,500 |
| 6.00 SSA Management | $25,400 | $533 | $0 | $0 | $0 | $25,933 |
| 7.00 Personnel | $120,460 | $0 | | $0 | $0 | $120,460 |
| Sub-total | $486,775 | $4,033 | | | | |
| GRAND TOTALS Levy Total | $490,808 | | $0 | $0 | $4,033 | $494,841 |

| LEVY ANALYSIS | |
|---|---|
| Estimated 2023 EAV: | $59,807,111 |
| Authorized Tax Rate Cap: | 1.900% |
| Maximum Potential Levy Limited by Rate Cap: | $1,136,335 |
| Requested 2023 Levy Amount: | $490,808 |
| Estimated Tax Rate to Generate 2022 Levy: | 0.8207% |

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 328 W. 40TH PL.

[O2023-0005980]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, December 12, 2023.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on December 5, 2023, having had under consideration an ordinance in support of Cook County Class 6(b) tax incentive for the property at 328 West 40th Place (O2023-0005980), introduced on November 15, 2023 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, 328 W. 40th TMG LLC, an Illinois limited liability company (the "Applicant") is the contract purchaser of certain real estate located generally at 328 West 40th Place, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 180,900-square-foot industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to return a vacant industrial site to productive use, retain and create new jobs, and increase the City's tax base through the construction and occupancy of a new industrial facility on the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property to develop a state-of-the-art warehouse and distribution facility; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within the City of Chicago Enterprise Zone Number 2 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and the purposes of Enterprise Zones are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*
(To Ordinance)

*Legal Description Of Subject Property.*

Parcel 1:

That part of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at a point 693.00 feet south of the north line and 66.00 feet east of the west line of said northeast quarter; thence east along a line parallel with the north line of said northeast quarter, a distance of 705.00 feet; thence south along a line parallel with the west line of said northeast quarter, a distance of 528.00 feet to a point, which is 1,221.00 feet south of the north line and 771.00 feet east of west line of said northeast quarter; thence west along a line parallel with the north line of said northeast quarter, a distance of 51.14 feet to a point in the east line of Lot 1 in Block 8 of W.F. Day's Subdivision of part of the said northeast quarter; thence south 80.08 feet to the southeast corner of Lot 3 in Block 8 of W.F. Day's Subdivision aforesaid; thence west, a distance of 104.4 feet to the southwest corner of said Lot 3; thence north 80.08 feet to a point in the west line of said Lot 1 in Block 8 in W.F. Day's Subdivision of the north line of said northeast quarter; thence west along a line 1,221.00 feet south of and parallel with the north line of said northeast quarter, a distance of 3.76 feet to a line 611.7 feet east of and parallel with the west line of said northeast quarter; thence north along last described parallel line, 191.6 feet to a line 1,029.40 feet south of and parallel with the north line of said northeast quarter; thence west along last described parallel line, 113.85 feet to a line 497.85 feet east of and parallel with the west line of said northeast quarter; thence south along last described parallel line, 300.00 feet to a line 1,329.40 feet south of and parallel with the north line of said northeast quarter; thence west along last described parallel line, 290.50 feet; thence north parallel with the west line of said northeast quarter, a distance of 108.40 feet to a line 1,221.00 feet south of and parallel with the north line of said northeast quarter; thence west along last described parallel line, 141.35 feet to a line 66.00 feet east of and parallel with the west line of said northeast quarter; thence north along last described parallel line, 528.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Lots 4 to 8, inclusive, in Block 8 in W.F. Day's Subdivision of the north 13 rods north of and adjoining the south 73 rods of the east 124 rods of the northeast quarter of Section 4, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 1 to 4, both inclusive, in Block 8 in Hubbard, Crocker and Stone's Subdivision of 10 acres north of and adjoining the south 3/8 and east of and adjoining the west 22½ acres of the north 5/8 of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Parts of the northeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, and of Seneshalle's Subdivision of the west 20 rods of said quarter section, described as follows: the east 290.50 feet of the south 145.08 feet of the north 1,474.48 feet of the west 497.85 feet of the northeast quarter of said Section 4, Township 30 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Parts of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, and of Seneshalle's Subdivision of the 26 rods south of and adjoining the north 74 rods of the west 20 rods of said quarter section, described as follows: the east 141.35 feet of the south 269.00 feet of the north 1,490.00 feet of the west 207.35 feet of the northwest quarter of said Section 4 (being part of Lots 6 to 16, included in said Seneshalle's Subdivision; together with that part of vacated South Shields Avenue east of and adjoining said lots) and also the strip of land 0.85 of a foot-wide across Lots 17 to 21, inclusive, and across the north 8.00 feet of Lot 6 in the subdivision of Lot 22 in said Seneshalle's Subdivision, which lies east of and adjoining that part of South Shields Avenue last described, in Cook County, Illinois.

Parcel 6:

Parts of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, and of Seneshalle's Subdivision of the 26 rods south of and adjoining the north 74 rods of the west 20 rods of said quarter section, described as follows: the east 57.50 feet of the south 127.0 feet of the north 1,617.0 feet of the west 206.50 feet of the northeast quarter of Section 4, being Lot 5 (except the west 16.00 feet thereof); together with the vacated part of the 15-foot alley lying north of and adjoining said remaining part of said Lot 5 and all of vacated South Shields Avenue adjoining said Lot 5 and said vacated alley in aforesaid Seneshalle's Subdivision, all in Cook County, Illinois.

Parcel 7:

Lots 2, 3 and 4 in Seneshalle's Subdivision of 26 rods south of and adjoining the north 74 rods of the west 20 rods of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian (except west 8.00 feet of Lot 2 conveyed to railroad for street purposes by Documents 4593346 and 4679061), in Cook County, Illinois.

Parcel 8:

The west 14.75 feet of Lot 23, and all of Lots 24, 25, 26, 27 and the west 14.75 feet of Lot 28; together with the vacated 16-foot public alley lying south of and adjoining the west 14.75 feet of Lot 23 and all of Lots 24 and 25 north of and adjoining the west 14.75 feet of Lot 28, and all of Lots 26 and 27 all in Raspin R. Cherry's Subdivision of Block 3 in Superior Court Partition of the south $^{3}/_{8}$ of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

All of the east/west 15-foot public alley lying south of the south line of Lot 6 in Seneshalle's Subdivision, lying north of the north line of Lots 1 to 5 in Seneshalle's Subdivision, both inclusive, lying east of a line drawn from the northwest corner of Lot 1 to the southwest corner of Lot 6 and lying west of the west line of the vacated east/west 15-foot alley vacated by ordinance approved by the City Council of the City of Chicago, October 25, 1950 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 15, 1951 as Document Number 14991581, said line being described in the last recorded ordinance as the east line of the west 16 feet of said Lot 5 produced north 15 feet, all in Seneshalle's Subdivision commencing 74 rods south of northwest corner of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; thence south 26 rods; thence east 20 rods; thence north 26 rods; thence west 20 rods to the place of beginning.

Also,

All of the north/south 16-foot public alley as dedicated by plat of dedication as provided in said ordinance, approved by the City Council of the City of Chicago, October 25, 1950 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, January 15, 1951 as Document Number 14991581, and described on the last recorded plat as: "the west 16 feet of Lot 5 in Seneshalle's Subdivision" and lying between the north and south lines of Lot 5 in Seneshalle's Subdivision aforesaid, said part of public street, public alley and part of public alley herein vacated being further described as South Stewart Avenue lying between the south line of West 40th Street and the north line of West Root Street and all of the remaining east/west 15-foot public alley together with the north/south 16-foot public alley in the area bounded by South Stewart Avenue, vacated South Shields Avenue, West Root Street and a line 127 feet north of the north line of West Root Street.

Parcel 10:

All that part of South Stewart Avenue as dedicated by a plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 19, 1904 as Document Number 3567566 (said dedication made pursuant to an ordinance passed by the City Council of the City of Chicago on June 18, 1900 being described on the last recorded plat as "the east 33 feet of the west 66 feet of that part of the northwest quarter, northeast quarter, Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, lying south of the Union Stock Yards Railroad" (presently Conrail Railroad and previously the Chicago Junction Railroad), west of the west line of South Princeton Avenue and of and adjoining Seneshalle's (Seneshalle's) Subdivision in the northeast quarter of Section 4 aforesaid.

Parcel 11:

All that part of South Stewart Avenue as dedicated by a plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 19, 1904 as Document Number 3567566 said dedication made pursuant to an ordinance passed by the City Council of the City of Chicago on June 18, 1900 being described on the last recorded plat as the west 33 feet of Lots 6 to 16, inclusive, in Seneshalle's Subdivision, a subdivision commencing 74 rods south of the northwest corner of the northeast quarter of Section 4; thence south 26 rods; thence east 20 rods; thence north 26 rods; thence west rods to the beginning, for extension of South Stewart Avenue in accordance with ordinance of the City of Chicago passed June 18, 1900 A.D., and lying between the south right-of-way line of Conrail Railroad (previously the Chicago Junction Railroad and originally the Union Stock Yards Railroad) and the south line of Lot 6 in Seneshalle's Subdivision aforesaid.

Parcel 12:

All that part of South Stewart Avenue as dedicated by a plat recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 24, 1910 as Document Number 4616459 said dedication made pursuant to an ordinance passed by the City Council of the City of Chicago on June 18, 1900 being described on the last recorded plat as "Lot 1 and the west 8 feet of Lot 2 in Seneshalle's Subdivision, a subdivision commencing 74 rods south of the northwest corner of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; thence south 26 rods; thence east 20 rods; thence north 26 rods; thence west rods to the beginning" and lying between the north and south lines of Lots 1 and 2 in Seneshalle's Subdivision aforesaid.

Common Address:

328 West 40th Place
Chicago, Illinois 60609.

Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:

| PIN(s) | Tax Address |
|---|---|
| 20-04-200-004-0000 | 4056 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-007-0000 | 4040 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-009-0000 | 333 West 40th Place, Chicago, Illinois |
| 20-04-200-015-0000 | 339 West 40th Place, Chicago, Illinois |
| 20-04-200-017-0000 | 337 West 40th Place, Chicago, Illinois |
| 20-04-200-018-0000 | 4107 South Shields Avenue, Chicago, Illinois |
| 20-04-200-022-0000 | 4120 South Shields Avenue, Chicago, Illinois |
| 20-04-200-023-0000 | 4000 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-024-0000 | 4022 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-025-0000 | 4022 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-026-0000 | 4022 South Princeton Avenue, Chicago, Illinois |
| 20-04-200-027-0000 | 4014 South Princeton Avenue, Chicago, Illinois |
| 20-04-208-002-0000 | 356 West Root Street, Chicago, Illinois |
| 20-04-208-003-0000 | 354 West Root Street, Chicago, Illinois |
| 20-04-208-004-0000 | 352 West Root Street, Chicago, Illinois |
| 20-04-208-006-0000 | 4109 South Shields Avenue, Chicago, Illinois |
| 20-04-208-007-0000 | 4054 South Shields Avenue, Chicago, Illinois |
| 20-04-208-008-0000 | 4056 South Shields Avenue, Chicago, Illinois |
| 20-04-209-018-0000 | 335 West 40th Place, Chicago, Illinois |
| 20-04-210-001-0000 | 4052 South Princeton Avenue, Chicago, Illinois |
| 20-04-210-002-0000 | 4060 South Princeton Avenue, Chicago, Illinois |
| 20-04-210-003-0000 | 4066 South Princeton Avenue, Chicago, Illinois |
| 20-04-217-054-0000 | 357 West 42nd Street, Chicago, Illinois. |

*Exhibit "B".*
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement*
*With 328 West 40th TMG LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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**PROJECT INFORMATION**

| **Term (Agreement Section where first used)** | **Definition** |
|---|---|
| Agreement Date (preamble) | _____, 2023 |
| Developer (preamble) | 328 W. 40th TMG, LLC, an Illinois limited liability company |
| Project (Recitals) | Developer proposes to construct a state-of -the art class A warehouse/distribution facility which will include 176 automobile parking spaces, 38 semi-trailer parking spaces, 35 truck dock loading stalls and two at grade truck loading stalls. |
| Ordinance Date (Recitals) | _____, 2023 |
| Commencement Date (3.01) | February 1, 2024 |
| Completion Date (3.01) | November 30, 2025 |
| Facility (3.05) | the approximately 180,900 square foot industrial building to be constructed on the Property |
| Minimum Project Investment (4.01) | $40,192,000, see Project Budget |
| Certificate Deadline (5.03) | THE DATE 2 YEARS AFTER THE ORDINANCE DATE |
| Notice Addresses (13.14) | If to the Developer: 328 W. 40th TMG, LLC, Attention: Barry Missner 1700 W. Higgins Road, Suite 400, Des Plaines, Illinois 60018<br><br>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division |
| Tax Incentive (Recitals) | The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date. |

**Signature page to Redevelopment Agreement**

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

**328 W. 40th TMG, LLC**
an Illinois limited liability company

By: 328 W. 40th TMG Manager, LLC
an Illinois limited liability company

By:_____
Name: Barry Missner
Title: Manager

**CITY OF CHICAGO**

By:_____
_____, Commissioner
Department of Planning and Development

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Barry Missner, personally known to me to be the manager of 320 W. 40th TMG Manager, LLC, an Illinois limited liability company , the manager of 328 W. 40th TMG, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2023.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by City, as his free and voluntary act and as the free and voluntary act of City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2023.

_____
Notary Public

My Commission Expires_____

**SECTION 1. RECITALS**

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"City Council" shall have the meaning set forth in the Recitals hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

"Corporation Counsel" shall mean the City's Department of Law.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean the third party or parties, or such other tenant(s) approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form showing the Developer as the insured and noting the recording of this Agreement as an encumbrance against the Property issued by a title company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

**SECTION 3. THE PROJECT**

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the

performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

**SECTION 4. CONDITIONS PRECEDENT**

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of any existing lease with Tenant evidencing that Tenant has leased the Property. In addition, Developer agrees to provide any such leases that are executed subsequent to the Agreement Date to the City within thirty days of its execution.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

4.05 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

**SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION**

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement

detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

**SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the

City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 65 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 88 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 88 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

6.08 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

(a) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the

Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

6.16 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

**SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT**

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence

the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

7.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

**SECTION 8. ENVIRONMENTAL MATTERS**

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

**SECTION 9. INDEMNIFICATION**

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

**SECTION 10. DEFAULT AND REMEDIES**

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to

the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

**SECTION 11. MORTGAGING OF THE PROJECT**

No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

**SECTION 12. GENERAL PROVISIONS**

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

12.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice

to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

12.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

12.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

12.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

12.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, civil unrest which may render the Property or surrounding area unsafe, pandemic, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with

respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where

Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

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[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with 328 West 40th TMG LLC constitutes Exhibit "A" to ordinance printed on pages 7688 through 7692 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 328 West 40th TMG LLC read as follows:

*(Sub)Exhibit "B".*
(To Tax Incentive Classification Redevelopment Agreement With 328 West 40th TMG LLC)

*MBE/WBE Budget.*

| | |
|---|---|
| Minimum Project Investment: | $40,192,000 |
| Hard Construction Costs: | $24,283,000 |
| M/WBE Targets: | |
| MBE | $ 6,313,580 (26 percent) |
| WBE | 1,456,980 (6 percent) |
| Total M/WBE Budget: | $ 7,770,560 |

*(Sub)Exhibit "C".*
(To Tax Incentive Classification Redevelopment Agreement With 328 West 40th TMG LLC)

*Insurance Requirements.*

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than $500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

*(Sub)Exhibit "D".*
(To Tax Incentive Classification Redevelopment Agreement With 328 West 40th TMG LLC)

*Annual Compliance Report.*

*328 West 40th TMG LLC.*

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, 328 West 40th TMG LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202_:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

-- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.

-- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than seventy-five percent (75%) of the Project shall remain open, occupied, and otherwise open for business.

-- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.

-- Delivery of updated insurance certificate (Section 6.09).

-- Provide evidence of payment of Non-Governmental Charges (Section 6.13).

-- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

-- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

-- Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

328 W. 40th TMG LLC

[Insert Date]

*(Sub)Exhibit "E".*
(To Tax Incentive Classification Redevelopment Agreement With 328 West 40th TMG LLC)

*Construction Compliance.*

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. Prevailing Wage. The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that $^{1}/_{20}$ of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency

requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual

work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

## COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.

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AMENDMENT OF CHAPTER 2-156 OF MUNICIPAL CODE REGARDING REGISTRATION OF LOBBYISTS AND REGULATIONS PERTAINING THERETO.
[SO2023-0002937]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Ethics and Government Oversight, for which a meeting was held on December 11, 2023, having under consideration an amendment of Chapter 2-56 of the Municipal Code regarding registration of lobbyists and regulations pertaining thereto (SO2023-0002937) introduced on July 19, 2023 by Alderperson Martin, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
*Chair.*

On motion of Alderperson Martin, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 2-156 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

(Omitted text is not affected by this ordinance.)

2-156-010 Definitions.

The following definitions shall apply for purposes of this chapter:

(a) "Administrative action" means any ~~decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official nonministerial action or non-action by any executive department, or by any official or employee of an executive department, or any matter which is within the official jurisdiction of the executive branch~~ engagement with the ability to influence an outcome, other than through the legislative process, by any agency or City official or employee on:

(1) a rule;

(2) a rate or fee;

(3) a bond inducement matter;

(4) a zoning matter;

(5) a concession or franchise agreement;

(6) the creation of a tax increment financing district;

(7) the expression of support for a favorable Cook County property tax classification;

(8) the acquisition, lease, license or disposition by the City of any interest in real, personal or intellectual property;

(9) the procurement of goods, services, or construction, including the preparation or modification of contract specifications, or the solicitation or award of a contract;

(10) the solicitation or award of a grant, loan, or agreement involving the disbursement of public monies;

(11) the expression of support for, or opposition to, the enactment of any local, State or federal legislation, rule, or regulation; or

(12) the interpretation of any local, State, or federal law, rule, or regulation.

(Omitted text is not affected by this ordinance.)

(m-1) "Grassroots lobbying communication" means correspondence to members of the public that solicits or encourages communication to a City official, employee, or agency for the purpose of influencing an administrative action or legislative action.

(m-2) "Grassroots lobbying event" means any organized activity sponsored by a not-for-profit entity that is intended to influence an administrative action or legislative action of a City employee, official, or agency by inviting participants to a location where City employees or officials are accessible.

(m-3) "Hearing officer" means an administrative law officer appointed by the ~~department of administrative hearings~~ Department of Administrative Hearings, in consultation with the ~~board of ethics~~ Board, to the dedicated function of conducting hearings on the merits pursuant to this chapter.

~~(m-2)~~ (m-4) "Inspector ~~general~~ General" means the ~~city's inspector general~~ City's Inspector General.

(n) "Legislation" means any ~~ordinance, resolution, amendment, nomination, report or any other~~ matter pending in, or proposed for introduction into, or otherwise eligible for consideration or enactment by ~~in~~ the ~~city council~~ City Council or a committee or other subdivision thereof, including ~~any other matter which may be the subject of council action~~ but not limited to ordinances, resolutions, orders, appointments, and claims.

(o) "Legislative action" means ~~the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action~~ any engagement with the ability to influence an outcome by a member of the City Council or a City Council employee on any ~~ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the city council or any committee or subcommittee thereof~~ legislation.

(o-1) "Lobby" or "lobbying" means the conduct described in subsection (p) of this Section 2-156-010.

(o-2) "Lobbyist reporting period" means any of the following four periods of any calendar year: January 1 to March 31, inclusive; April 1 to June 30, inclusive; July 1 to September 30, inclusive; or October 1 to December 31, inclusive.

(p) "Lobbyist" means any ~~person~~ individual who, on behalf of any other person, ~~other than himself, or as any part of their duties as an employee of another, undertakes~~ contacts or communicates directly with a City official or employee to influence any ~~legislative or~~ administrative action or legislative action. ~~including but not limited to:~~

~~(1) A bond inducement ordinance;~~

~~(2) A zoning matter;~~

~~(3) A concession agreement;~~

~~(4) The creation of a tax increment financing district;~~

~~(5) The establishment of a Class 6(b) Cook County property tax classification;~~

~~(6) The introduction, passage or other action to be taken on an ordinance, resolution, motion, order, appointment or other matter before the city council;~~

~~(7) The preparation of contract specifications;~~

~~(8) The solicitation, award or administration of a contract;~~

~~(9) The award or administration of a grant, loan, or other agreement involving the disbursement of public monies; or~~

~~(10) Any other determination made by an elected or appointed city official or employee of the city with respect to the procurement of goods, services or construction.~~

Provided, however, that ~~a person~~ an individual shall not be deemed to ~~have undertaken to influence any legislative or administrative action~~ be a lobbyist solely: (1) by submitting an application for, or corresponding solely as to the status of, a ~~city~~ City registration, certificate, permit, or license; ~~or~~ (2) by responding to a ~~city~~ City request for proposals or qualifications; or (3) by seeking municipal services generally available to residents of the City, including, but not limited to, seeking establishment or modification of water, sewer, or garbage service, seeking review of a water or sewer bill believed to be in error, seeking parkway tree trimming services, seeking to have a pothole filled, seeking graffiti removal services, or seeking a temporary street closure in connection with a neighborhood block party. It shall not constitute lobbying as defined here for an individual who is paid on a contingent or commission basis for the good faith sale of goods or services to contact a City official or employee regarding the purchase by the City of such goods or services, provided that such individual is contacting only those City officials or employees who have responsibility for making purchasing decisions regarding such goods or services in the normal course of business.

The term "lobbyist" shall include, but is not limited to, any attorney, accountant, or consultant engaged in ~~the above-described activities~~ lobbying; provided, however, that an attorney shall not be considered a lobbyist while representing clients in a formal adversarial hearing. ~~A person~~ An individual who seeks to influence ~~legislative or~~ administrative action or legislative action on behalf of a not-for-profit entity shall be deemed a lobbyist only if: (1) such ~~person~~ individual: ~~(i)~~ (A) is paid or otherwise compensated for those efforts or ~~(ii)~~ (B) undertakes those efforts as a matter of professional engagement, regardless of pay or other compensation; and (2) such not-for-profit entity has both an operating budget and net assets or fund balances of Five Million Dollars or more.

The term "lobbyist" shall not include: ~~(i)~~ (1) any employee or official of another government unit who engages in ~~the above-described activities~~ lobbying on behalf of that government unit; or ~~(ii) a person~~ (2) an individual who: ~~(a)~~ (A) attends a meeting with an employee or official simply to provide technical information or address technical questions; ~~(b)~~ (B) attends a meeting to provide clerical or administrative assistance (including audio/visual, translation, ~~or~~ interpretation, ~~and~~ or sign language assistance); ~~(c)~~ (C) attends a meeting to observe for educational purposes; or ~~(d)~~ (D) plays no role in the strategy, planning, messaging, or other substantive aspect of the overall lobbying effort.

(p-1) "Net assets or fund balances" means the total amount reported on United States Department of Treasury Internal Revenue Service Form 990 for the line "Net assets or fund balances."

(q) "Official" means any person holding any elected office of the ~~city~~ City or any appointed, non-employee member of any ~~city~~ agency.

(q-1) "Operating budget" means the total amount reported on United States Department of Treasury Internal Revenue Service Form 990 for the line "Total expenses."

(Omitted text is not affected by this ordinance.)

(x) "Seeking to do business" means: (1) taking any action within the past six months to obtain a contract or business from the ~~city~~ City when, if such action were successful, it would result in the person's doing business with the ~~city~~ City; and (2) the contract or business sought has not been awarded to any person.

(x-1) "Self-defense communication" means contact or communication by, or on behalf of, a not-for-profit entity with a City official or employee regarding administrative action or legislative action that potentially harms, diminishes, or eliminates: (1) the existence of the entity; (2) the powers and duties of the entity; or (3) the tax-exempt status of the entity or tax deductibility of contributions made to the entity.

(Omitted text is not affected by this ordinance.)

(z-1) "Temporary youth employment program" means any summer or other temporary youth employment program through which persons aged 24 or younger are employed by, or engaged in employment coordinated by, a not-for-profit entity or governmental entity.

(z-2) "Transitional employment program" means any temporary employment program through which persons with unsuccessful employment histories or members of statistically hard-to-employ populations, such as formerly homeless persons, the long-term unemployed, and formerly incarcerated persons, are provided temporary paid employment and case-managed services under a program administered by a not-for-profit entity or governmental entity, with the goal of transitioning program participants into non-temporary employment.

(Omitted text is not affected by this ordinance.)

2-156-142 Offering, Receiving, And Soliciting Of Gifts Or Favors.

(Omitted text is not affected by this ordinance.)

(h) (1) In addition to the prohibition on soliciting on behalf of a covered relative in subsection (a) above, no ~~city~~ City official or employee shall solicit any gift on behalf of a third party, if: ~~(i)~~ (A) that official or employee knows that the prospective donor is seeking administrative action or legislative action from the City, and ~~(ii)~~ (B) the official or employee is in a position to directly affect the outcome of that action.

(2) The restriction of this subsection (h) shall not apply to: (A) solicitations on behalf of a charitable organization in accordance with subsection (d)(13) of this section; or (B) a City official or employee who solicits donations made directly to a not-for-profit entity or charitable organization, provided that: (i) there is no resulting direct pecuniary benefit to the City official or employee; (ii) the solicitation is not targeted towards specific potential donors; and (iii) the City official or employee does not accept any such gifts on behalf of third parties.

(Omitted text is not affected by this ordinance.)

2-156-210 Persons Required To Register.

Each lobbyist shall register and file reports with the ~~board of ethics~~ Board as provided in this article if such lobbyist: (1) is paid or otherwise compensated, or has spent at least $1,250, in any combination, for lobbying in any lobbyist reporting period; or (2) spends more than 20 hours on lobbying in any lobbyist reporting period. This section shall extend to any ~~person~~ individual who undertakes to influence any ~~legislative or~~ administrative action or legislative action as any part of ~~his~~ such individual's duties as an employee of another, regardless of whether such ~~person~~ individual is formally designated as a lobbyist by ~~his~~ such individual's employer.

2-156-220 Persons ~~Or Entities~~ Not Required To Register.

This article is not intended and shall not be construed to apply to the following:

(Omitted text is not affected by this ordinance.)

(c) Persons who advise as to, or participate in, drafting ~~Municipal Code or other ordinance revisions~~ legislation, or associated rules, at the request of the ~~city~~ City; ~~or~~

(d) Persons who: (1) testify or comment publicly before ~~the city council, a committee or other subdivision of the city council, or any city agency, department, board or commission~~ any agency; (2) participate at the request of a City official, employee, or agency on a task force, commission, working group, advisory committee, or other similar body addressing an issue or situation of interest to the City, provided that the person does not advocate for additional work, responsibilities, contracts, grants, or other treatment from the City on behalf of their employer or client; or (3) fund or co-fund a City position or program at the request of or in coordination with an agency. This exemption (d) shall apply only to the extent that such persons ~~appear~~ engage in the foregoing capacity. If such persons also engage in activities for which this article otherwise requires them to register, they shall ~~so~~ register for those ~~activities.~~ activities;

(e) Persons who, either as a member of, or on behalf of, a not-for-profit entity: (1) undertake nonpartisan analysis, study, and research; (2) provide technical advice or assistance; ~~or~~ (3) examine or discuss broad social, economic, and similar ~~problems.~~ problems and related solutions; (4) make a self-defense communication; or (5) make a grassroots lobbying communication;

(f) Persons who: (1) participate in a grassroots lobbying event and whose lobbying is limited to participation at a grassroots lobbying event; or (2) are involved in organizing a grassroots lobbing event and whose contact with City employees or officials is solely in connection with organizing a grassroots lobbying event; or

(g) Persons who communicate with a City official, employee, or agency to influence any administrative action or legislative action solely through participation in a temporary youth employment program or transitional employment program.

2-156-230 Information Required Of Registrants.

(Omitted text is not affected by this ordinance.)

(d) The registration statement required under this section shall be accompanied by a written statement certifying that all information contained therein is true and correct, and a registration fee of $350.00 per person identified as a lobbyist in the registration statement. In addition to this registration fee of $350.00 per person, there shall also be an annual fee of $75.00 for each additional registered client after the first client. Provided, however, that the ~~board~~ Board shall ~~consider and may~~, in accordance with objective criteria established by rule, grant a waiver or reduction of the registration fee required under this subsection (d) for a specific lobbyist, upon written request in a format and accompanied by such proof as may be specified by the ~~board~~ Board, ~~based on the following: (i)~~ if the lobbyist is ~~a person~~ an individual who is paid or otherwise compensated to influence ~~legislative or~~ administrative action or legislative action solely on behalf of one not-for-profit ~~entity; and (ii) the entity is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986~~ entity.

(Omitted text is not affected by this ordinance.)

2-156-250 Reports Of Lobbying Activities.

No later than January 20th, April 20th, July 20th, and October 20th of each year, each registrant shall file with the ~~board of ethics~~ Board a written report of lobbying activities during the previous three calendar months. The report shall be on a form prescribed by the ~~board~~ Board, which may include electronic submission, and shall contain:

(a) The registrant's name, permanent address, and temporary address (if any) while lobbying;

(b) With respect to each client:

(i) The name, business address, ~~and permanent address,~~ and nature of business of the client and of any other business entities on whose behalf lobbying was performed;

(ii) A statement of the amount of compensation received from each client;

(iii) The name of each ~~city~~ agency before which the registrant lobbied and a brief description of the ~~legislation or~~ administrative action or legislative action ~~involved~~ that the registrant sought to influence, including: (A) identifying information, if applicable, such as title, file number, or document number; and (B) the outcome sought by the client;

(c) The total amount of expenditures, outside ~~his~~ the registrant's own business entity, for lobbying in each of the following categories:

(i) Office expenses;

(ii) ~~Public education, advertising~~ Advertising and publications;

(iii) Compensation to others, provided that compensation paid by employees of a not-for-profit entity, or by the not-for-profit entity itself, as stipends to other individuals to participate in activities that would constitute lobbying, without regard to whether those other individuals' activities would meet the compensation or hours-spent thresholds set forth in Section 2-156-210, shall not count toward such employee's own expenditures for determining whether that employee must register as a lobbyist pursuant to Section 2-156-210;

(iv) Personal sustenance, lodging, and travel totaling $50 or more;

(v) Other expenses; provided, however, that each expenditure of $250.00 or more shall also be itemized by the date of the expenditure, the amount, purpose, and beneficiary of the expenditure, the name, address, and nature of business of the recipient, and ~~the legislative or~~ administrative action or legislative action, if any, in connection with which said expenditure was made;

(Omitted text is not affected by this ordinance.)

2-156-300 Contingent Fees.

No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any ~~legislative or~~ administrative ~~matter~~ action or legislative action, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any ~~legislative or~~ administrative ~~matter~~ action or legislative action.

(Omitted text is not affected by this ordinance.)

2-156-308 Duty To Report Persons Who Have Failed To Register.

The head of any ~~city~~ City department and each ~~city~~ City employee designated by a department head as having policy-making authority shall be required to report to the ~~board of ethics~~ Board any person who they believe has undertaken to influence any ~~legislative or~~ administrative action or legislative action when such department head or designated ~~city~~ City employee has knowledge that the person who they believe has undertaken to influence ~~legislative or~~ administrative action or legislative action is not registered as a lobbyist as required by this article.

(Omitted text is not affected by this ordinance.)

2-156-465 Sanctions.

(Omitted text is not affected by this ordinance.)

(b) Fines. The following fines shall, as appropriate, apply to violations of this chapter:

(Omitted text is not affected by this ordinance.)

(3) Failure to register ~~or file reports~~ by lobbyists.

(A) Any lobbyist who violates ~~section~~ Section 2-156-245 ~~or section 2-156-270~~ because of failure to register on behalf of one or more clients pursuant to Section 2-156-230 shall be fined $1,000.00 for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Any lobbyist who violates any provision of Article IV of this chapter shall be subject to the suspension of his lobbyist registration.

(B) Any lobbyist who is registered with the Board and who violates Section 2-156-245 because of failure to re-register with the Board or properly amend or terminate their registration as required in Section 2-156-240 or Section 2-156-280, respectively, shall be subject to a $250.00 fine for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Provided, however, the maximum total fine for all violations of Section 2-156-245 that stem from a single incident of failure by a lobbyist to file a re-registration, amendment, or termination described in this subsection (3)(B) shall not exceed $20,000.00.

(C) The Board shall ~~also~~ make public, in a manner the Board deems appropriate, the names of lobbyists who violate Section 2-156-245 ~~or 2-156-270~~ and fine assessed.

(4) Failure To File Reports By Lobbyists. Any lobbyist who violates Section 2-156-270 shall be subject to a $250.00 fine for each such violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply. Provided, however, the maximum total fine for all violations of Section 2-156-270 that stem from a single incident of failure to file a report by a lobbyist shall not exceed $20,000.00. The Board shall also make public, in a manner the Board deems appropriate, the names of lobbyists who violate Section 2-156-270 and fine assessed.

(5) Improper Contributions. Any person who knowingly makes, solicits, or accepts a political contribution in violation of Section 2-156-140 or Section 2-156-445 shall be subject to a fine of not less than $1,000.00 and up to the higher of $5,000.00 or three times the amount of the improper contribution that was accepted for each violation of these sections.

~~(5)~~ (6) Violation Of Chapter Provisions. Any person who violates any other provision of this chapter, where no other fine is specifically provided, shall be subject to a public censure by the Board and a fine of not less than $500.00 and not more than $20,000.00 for each offense; provided that the Board may also impose a fine equal to the financial benefit an official or employee realized from a violation, if higher.

~~(6)~~ (7) Candidates: Filing Of Statements Of Financial Interests. Any person who qualifies as a candidate for City office who knowingly files a false or misleading statement of financial interests shall be subject to fines as provided in subsection ~~(a)(5)~~ (b)(6) of this section.

(c) The ~~board~~ Board may recommend an employment sanction or impose a fine for any violation of this chapter in accordance with Section 2-156-385 or Section 2-156-392, respectively.

(Omitted text is not affected by this ordinance.)

SECTION 2. Following due passage and publication, this ordinance shall take effect July 1, 2024.

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SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO PROVIDING CITY'S INSPECTOR GENERAL TO SERVE AS COMMISSION'S INSPECTOR GENERAL.

[O2023-0005983]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Ethics and Government Oversight, for which a meeting was held on December 11, 2023, having under consideration a Second Amendment to an Intergovernmental Agreement with Public Building Commission providing City's Inspector General to serve as Commission's Inspector General (O2023-0005983) introduced on November 15, 2023 by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
*Chair.*

On motion of Alderperson Martin, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220, and other applicable law permit units of local government to cooperate with and support each other's exercise of their authorities and performance of their responsibilities; and

WHEREAS, The City of Chicago ("City") and the Public Building Commission of Chicago ("PBC") share the common goal of detecting and preventing misconduct, inefficiency, and waste within their respective operations; and

WHEREAS, The City and PBC also share the common goals of promoting economy, efficiency, effectiveness, and integrity in their respective operations by reviewing programs, identifying any inefficiencies, waste, and potential for misconduct therein, and recommending policies and methods for the elimination of inefficiencies and waste and the prevention of misconduct; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City ("City Council") on October 8, 2014, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date on pages 92142 to 92153, inclusive, the City and PBC entered into an intergovernmental agreement dated as of January 1, 2015 ("Agreement") under which the City's Inspector General is authorized to exercise powers and perform duties with respect to PBC and its officers and employees in a manner similar to that with which those powers are exercised and those duties are performed with respect to the City and its officers and employees; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City ("City Council") on March 13, 2019, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date on pages 96046 to 96049, inclusive, the City and PBC entered into a second intergovernmental agreement, extending the Agreement through, and including December 31, 2023; and

WHEREAS, The City and PBC again desire to extend the end date of the Agreement, through and including December 31, 2028; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. The Mayor or a designee of the Mayor are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the intergovernmental agreement ("Second Amendment") amending the Agreement between the City and PBC, substantially in the form attached hereto as Exhibit A and made a part hereof.

SECTION 3. The Mayor and the Inspector General are authorized to take such actions as may be necessary or appropriate in order to implement the terms of the Second Amendment or otherwise necessary or appropriate to carry out the intent of this ordinance.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph,

clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective upon its passage and approval. If this ordinance is approved after December 31, 2023, it shall be retroactive to December 31, 2023.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*
(To Ordinance)

*Second Amendment To Intergovernmental Agreement With Public Building Commission.*

This Second Amendment to Intergovernmental Agreement, dated and effective as of _____, 2023, is made by and between the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), and the Public Building Commission of Chicago ("PBC"), an Illinois municipal corporation, having its principal office located at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602.

*Recital.*

Whereas, The City and PBC have determined that it is necessary, desirable, and in the public interest to amend the intergovernmental agreement between PBC and the City dated January 1, 2015, as amended December 7, 2018 ("Agreement"), which provides that the City's Office of Inspector General ("OIG") will also serve as PBC's Inspector General, by extending the term of the Agreement for a period of five (5) years;

Now, Therefore, The City, by and through its Mayor, and PBC, by and through the Chairman of its Audit Committee, in consideration of the mutual agreements contained in this Agreement, agree as follows:

1. Recital. The foregoing recital is incorporated herein by reference.

2. Incorporation By Reference Of Provisions In Intergovernmental Agreement Between The Parties Dated January 1, 2015. With the exception of paragraph 13, headed "Term of Agreement", each provision in the Intergovernmental Agreement between the City and PBC dated January 1, 2015 (copy attached as (Sub)Exhibit A), is hereby incorporated by reference.

3. Term Of Agreement. The term of this Agreement shall be from its effective date through December 31, 2028, provided, however, that City or PBC may terminate the Agreement at any time upon providing 30 days prior notice to the other party.

4. Administration Of The Agreement. PBC and OIG shall implement the protocols and procedures authorized by this Agreement in the manner described in the Memorandum of Understanding between those parties executed on January 13, 2015 (copy attached as (Sub)Exhibit B).

In Witness Whereof, The Parties hereto have executed or caused to be executed this Second Amendment to Intergovernmental Agreement between the Public Building Commission of Chicago and the City of Chicago providing that the City's Office of Inspector General will also serve as the Commission's Inspector General.

City of Chicago:

By: _____
Mayor Brandon Johnson

Public Building Commission of Chicago:

By: _____
Todd Whittley,
Chairman of the Audit Committee

Approved as to Form and Legality for the
Public Building Commission of Chicago:

Neal & Leroy LLC

By: _____

Name: _____

Title: _____

(Sub)Exhibits "A" and "B" referred to in this Second Amendment to this Intergovernmental Agreement with Public Building Commission read as follows:

*(Sub)Exhibit "A".*
(To Second Amendment To Intergovernmental Agreement
With Public Building Commission)

*Intergovernmental Agreement.*

This Intergovernmental Agreement ("Agreement"), dated and effective as of January 1, 2015, is made by and between the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Public Building Commission of Chicago, an Illinois municipal corporation, having its principal office at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the "Commission").

**RECITALS**

**WHEREAS,** the City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS,** the City has established an office of the municipal government known as the Office of Inspector General (the "Inspector General"), which includes an Inspector General and other personnel as may be provided in the City's annual appropriation ordinance; and

**WHEREAS,** the Inspector General is authorized, among other things, to receive and register complaints and information concerning misconduct, inefficiency and waste within the City government; to investigate the performance of governmental officers, employees, functions and programs, either in response to complaint or on the Inspector General's own initiative, in order to detect and prevent misconduct, inefficiency and waste within the programs and operations of the City government; and to promote economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the City government by reviewing programs, identifying any inefficiencies, waste and potential for misconduct therein, and recommending to the Mayor and the City Council policies and methods for the elimination of inefficiencies and waste, and the prevention of misconduct; and

**WHEREAS,** under Section 2-56-030 of the Municipal Code of Chicago ("Code"), the Inspector General is authorized to exercise any of his powers or duties specified in the Code with respect to any sister agency, as that term is defined in Section 1-23-010 of the Code, pursuant to an intergovernmental agreement the City may enter into with such sister agency and as such powers may be modified by such agreement; and

**WHEREAS,** the Commission was created pursuant to the Public Building Commission Act of the State of Illinois (50 ILCS 20/1 et seq.) (the "Act") for the purpose of facilitating the construction, acquisition and enlargement of public improvements; and

**WHEREAS,** pursuant to Section 8 of the Act, the government, control and management of the affairs of the Commission shall be vested in the Board of Commissioners of the Commission (the "Board"); and

**WHEREAS,** the Board has full power and authority to pass all necessary resolutions, rules and regulations for the proper conduct of the programs and operations of the Commission and to effectuate the objectives for which the Commission was created; and

**WHEREAS,** the Board is committed to the honest and efficient operation of the Commission and desires to provide for the establishment of an independent and objective inspection and investigative body for the Commission; and

**WHEREAS,** by Resolution No. ___, the Board authorized the Chairman of the Commission's Audit Committee to execute on behalf of the Commission an intergovernmental agreement with the City providing that the Inspector General shall also serve as the Commission's Inspector General and to perform independent investigations, reviews or audits relating to programs, operations and contracts of the Commission:

**NOW, THEREFORE,** the City, by and through its Mayor, and the Commission, by and through the Chairman of the Audit Committee, in consideration of the mutual agreements contained in this Agreement, agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Goals and Objectives.** The goals and objectives of the Inspector General shall include the following:

**2.1.1** promote integrity, effectiveness, efficiency and economy in the Commission's programs, contracts and operations.

**2.1.2** detect, investigate, deter and prevent fraud, abuse, waste and potential for misconduct therein.

**2.1.3** provide independent, fair and objective evaluations relating to the Commission's resources and operations.

**2.1.4** recommend to the Board and the Executive Director policies, procedures and methods to eliminate and prevent inefficiency, waste and misconduct.

**2.1.5** assist the Board and the Executive Director in improving the programs, activities and operations of the Commission.

3. **Powers and Duties.** The Inspector General shall have the authority to conduct audits, inspections, evaluations, and investigations respecting all Commission employees, officials and agents in the performance of their official duties; all contractors and subcontractors in the provision of goods or services to the Commission pursuant to a contract; and all persons or business entities seeking Commission contracts or pre-qualification to bid on Commission

contracts. In furtherance thereof, the Inspector General shall have the following powers and duties:

(a) To receive and register complaints and information concerning misconduct, inefficiency and waste within the Commission;

(b) To investigate the performance of Commission officers, employees, functions and programs, either in response to complaint or on the Inspector General's own initiative, in order to detect and prevent misconduct, inefficiency and waste within the programs and operations of the Commission;

(c) To promote economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the Commission by reviewing programs, identifying any inefficiencies, waste and potential for misconduct therein, and recommending to the Board policies and methods for the elimination of inefficiencies and waste, and the prevention of misconduct;

(d) To report to the Chairman of the Audit Committee or the Executive Director concerning results of investigations, audits or program reviews undertaken by the Inspector General; and

(e) To request information related to an investigation, audit or program review from any employee, officer, agent, licensee, contractor or subcontractor of the Commission and any person or business entity seeking a Commission contract or pre-qualification to bid on a Commission contract.

The jurisdiction of the Inspector General does not extend to any member of the Board, except in their capacity as members of the Board with respect to business or matters occurring before the Board and solely in connection with the Commission.

The jurisdiction of the Inspector General as set forth above shall extend to (i) any complaint received or information provided to or discovered by the Inspector General on or after the date of this Agreement and (ii) investigations pending on the effective date of this Agreement; provided, however, that the Inspector General shall not have jurisdiction to investigate alleged wrongdoing with respect to contracts as to which all applicable statutes of limitations have run and alleged wrongdoing by current and former Commission employees, officials, and agents or contractors and subcontractors as to which all applicable statutes of limitations have run.

**4. Complaints.** Complaints concerning Commission programs, operations and contracts may be made to the Inspector General by any means of transmittal, receipt or communication which provides information without sacrificing confidentiality, including the following:

**a. Public website:** www.chicagoinspectorgeneral.org

b. **Email address: reportcorruption@chicagoinspectorgeneral.org**

c. **OIG Telephone Hotline: (866) IG-TIPLINE (866-448-4754)**

d. **TTY: (773) 478-2066**

e. **Facsimile: (773) 478-3949**

f. **United States Mail: City of Chicago**
**Office of Inspector General**
**740 N. Sedgwick, Suite 200**
**Chicago, IL60654**

g. **PBC Compliance Hotline: www.pbc.alertline.com**

All complaints to the PBC Compliance Hotline will be exclusively and confidentially reviewed by the Inspector General for such action as he deems necessary.

5. **Actions.** Following a review of information provided, the Inspector General may take any of the following actions concerning a complaint respecting Commission programs, operations and contracts:

a. Open an investigation based upon information or complaints received from a known or self-identified party, an anonymous party or on the Inspector General's own initiative;

b. Refer the matter to the Commission's Ethics Officer if it involves the alleged violation of Commission's Ethics Policy (www.pbcchicago.com/contents/working/ethicss_policy.asp);

c. Refer the complaint or information to the appropriate sister agency, governmental Inspector General, or appropriate federal, state or local law enforcement agency; or

d. Decline to open an investigation for one or more reasons.

6. **Reports.** Upon the conclusion of any investigation, audit or program review the Inspector General shall submit a report: (i) to the Chairman of the Audit Committee, if the report concerns the investigation of a Commission contract; (ii) to the Executive Director, if the report concerns the investigation of Commission personnel; or (iii) to the Chairman of the Audit Committee and the Executive Director, if the report concerns a program review or audit or other matter not covered by (i) or (ii).

The Inspector General will provide the following types of reports respecting its activities:

Upon conclusion of an investigation undertaken pursuant to this Agreement with sustained findings, the Inspector General shall submit a summary report (for purposes of this Agreement, "summary report") that shall include: a description of any complaints or other information received by the Inspector General pertinent to the investigation; a description of the misconduct, inefficiency, waste or abuse discovered in the course of the investigation; recommendations for disciplinary, administrative or other action as deemed appropriate; and such other information as the Inspector General may deem relevant to the investigation and any resulting recommendations.

The Inspector General's summary report shall not include the name of any informant, complainant, witness or person investigated or reviewed unless one of the following exceptions applies:

(i) Where the copy of the summary report given to the Executive Director recommends disciplinary action against an employee of the Commission; or

(ii) Where the copy of the summary report given to the Chairman of the Audit Committee makes recommendations concerning any contractor, subcontractor, applicant for a contract, or person seeking qualification of eligibility for a contract.

If complainants or informants request that their identity remain confidential, they will be notified in the event that disclosure of their identity is required by law.

**b. Audit Reports**

Inspector General performance audits are conducted in accordance with generally accepted Government Auditing Standards. Findings and conclusions of Inspector General performance audits will first be submitted to the auditee with an invitation to provide a written response to be included in the final report. Final performance audit reports will be submitted to the Chairman of the Audit Committee and the Executive Director and published on the Inspector General website, and will include any auditee responses.

**c. Advisories or Notifications**

The Inspector General may issue an advisory or department notification if investigative or audit activity undertaken pursuant to this Agreement identifies a problem that hinders effective and efficient execution of Commission operations and programs or opens the Commission up to liability or risk, but on which, due to limited resources, the Inspector General has not conducted an inquiry sufficient to issue authoritative findings in a summary report of investigation or an audit report. Such advisory or notification will be issued to the Chairman of the Audit Committee or the Executive Director, as appropriate given the subject matter, and the Board will be given an opportunity to, at its discretion and within a reasonable period of time, provide a written response.

7. **Response to Inspector General Summary Report.** Absent an extension of time as provided below, a maximum of 60 days shall elapse between the Inspector General's submission of a summary report and the Commission's final response to that summary report. Upon receipt of a summary report, the Chairman of the Audit Committee or the Executive Director, as appropriate given the subject matter, shall review the summary report and its recommendations and within a reasonable time provide a draft response and proposed course of action, together with a copy of the summary report, to the Chairman of the Board for review and comment. The Chairman of the Board shall promptly review and comment upon the draft response, and the Executive Director and/or Chairman of the Audit Committee will then provide a final written response to the Inspector General no later than 60 days after receipt of the summary report. This response must include a description of any disciplinary or administrative action taken by the Commission. If the Commission did not take action, or took different disciplinary or administrative action than that recommended by the Inspector General, the written response must describe the different action and explain the reasons for taking that action. The Inspector General shall approve a request for an extension of this 60-day period for a period of time not to exceed 30 days if additional time is needed by the Executive Director or Chairman of the Audit Committee to review the summary report and its recommendation.

The Board shall have the exclusive authority to initiate any necessary corrective action pursuant to the Inspector General's summary report.

8. **Confidentiality.** All investigatory files and reports of the Inspector General respecting matters covered by this Agreement shall be confidential and shall not be divulged to any person or agency, except to the United States Attorney, the Illinois Attorney General, the States Attorney of Cook County, the Inspector General of a Sister Agency or as required by law. The Inspector General is authorized to issue public statements in the following circumstances: (a) if an investigation exonerates a person who is publicly known to have been under investigation, where such person requests such a statement; (b) if an investigation, audit or program review concerns inefficient or wasteful management; and (c) pursuant to Section 11 of this Agreement, in a Quarterly Report summarizing investigations resulting in sustained findings of misconduct. The public summary shall briefly state, without disclosing the name or identity of any individual who was the subject of such investigation, (i) the nature of the allegation or complaint; (ii) the specific violations resulting in sustained findings; (iii) the Inspector General's recommendation for discipline or other corrective measures; and (iv) the Commission's response to and final decision on the Inspector General's recommendation.

9. **Duty to Report and Cooperate.** It shall be the duty of every employee, official, agent, contractor, subcontractor, consultant and vendor of the Commission to report any fraud, mismanagement, waste of funds or resources, abuse of authority, conflicts of interest, ethical violations or other impropriety involving Commission business, contracts or resources to the Inspector General. It shall be the duty of all Commission employees, officials, agents, contractors, subcontractors or persons or businesses seeking Commission contracts or prequalification to bid on Commission contracts to cooperate in the conduct of matters undertaken by the Inspector General pursuant to this Agreement. The Commission's premises,

equipment, personnel, books, records and papers shall be made available as soon as practicable to the Inspector General. Every Commission contract and every bid, proposal, application or solicitation for a Commission contract and every application for pre-qualification to bid on Commission contracts shall contain a statement that the person, individually and on behalf of the applicant, will abide by the requirements of this Section. In addition, nothing in this Agreement shall be interpreted to allow the Inspector General to require any statement, testimony, action or document that is subject to the attorney-client privilege.

**10. Whistleblower Protection.** The Inspector General shall conduct its investigations in a manner that ensures whistleblower protection to the fullest extent provided under the Whistleblower Act of the State of Illinois (740 ILCS 174/1 et. seq.) to any individual or entity providing information, cooperation or assistance to the Inspector General as a complainant or in response to any Inspector General investigative inquiry.

**11. Quarterly Reports.** No later than the fifteenth day of January, April, July and October of each year, the Inspector General shall file with the Audit Committee a quarterly report, accurate as of the last day of the preceding month, indicating the number of investigations and reviews initiated since the date of the last quarterly report, the number of investigations and reviews concluded since the last quarterly report, the number of investigations and reviews involving alleged waste, inefficiency, fraud and abuse in the Commission's programs, contracts or operations. The quarterly reports shall include the number of investigations which have not been completed within twelve months, the general nature of the allegations giving rise to those investigations, and shall state the reasons why the investigation is still pending. Each quarterly report will be publicly posted after it has been filed with the Audit Committee.

**12. Compensation.** To fund the services provided under this Agreement, the Commission shall pay the City annually the total of $200,000, plus 0.04 percent of the projected "Work in Place" for the upcoming year, as approved at the Commission's annual board meeting held on October 1. Such annual amount shall be paid by the Commission to the City in four quarterly installments, due on or before the fifteenth day of January, April, July and October of each year.

**13. Term of Agreement.** Unless renewed by the mutual written agreement of the parties, the term of this Agreement shall be for the duration of the current, four-year term of the City's Inspector General; provided, however, the City or the Commission may terminate the Agreement at any time upon providing thirty days' prior notice to the other party.

**14. Debarment.** The reference to "Inspector General" or "PBC IG" in the Commission's "Procedural Guidelines for Debarment and Imposition of Sanction(s)" (the "Procedural Guidelines") shall be read to refer to the Inspector General referenced in this Agreement. Provided, however, the Inspector General shall not serve in a prosecutorial capacity in Debarment or Sanction proceedings conducted pursuant to the Procedural Guidelines, but shall at the request of the Commission provide testimony, documents or other relevant evidence in such proceedings.

**15. Rules.** The City of Chicago Office of Inspector General Rules and Regulations (Amended Effective March 4, 2014), as from time to time further amended (the "Rules"), shall apply to the activities of the Inspector General pursuant to this Agreement, except as to: (i) references in the Rules which do not apply to the Commission (e.g., references to the City of Chicago and its officers, employees and activities), or (ii) references in the Rules to powers and functions that are outside the scope of the statutory powers vested in the Commission (e.g. Rules Section 3.11).

**16. Miscellaneous.**

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:
Inspector General
Office of Inspector General
740 N Sedgwick Street, Suite 200
Chicago, IL 60054-2996
Tel.: 773-478-7799
Fax: 773-478-3949

and

Corporation Counsel
City of Chicago Department of Law
121 N. LaSalle Street, Room 600
Chicago, IL 60602
Tel.: 312-744-0200
Fax: 312-742-0277

If to the Commission, to:

The Chairman of the Audit Committee
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, IL 60602
Tel.: 312-744-3090
Fax: 312-744-8005

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt) or upon receipt if hand delivered.

The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

B. The terms of this Agreement shall be binding upon the City and the Commission. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

C. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies.

D. No provision of this Agreement, nor any act of the City or the Commission shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Commission.

E. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

F. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party.

H. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF,** the parties hereto have executed or caused this Intergovernmental Agreement between the City of Chicago and the Public Building Commission of Chicago, all as of the date first written above.

CITY OF CHICAGO
By:

_____
Mayor Rahm Emanuel

PUBLIC BUILDING COMMISSION OF CHICAGO
By:

_____
Martin Cabrera, Jr.
Chairman of the Audit Committee

*(Sub)Exhibit "B".*
(To Second Amendment To Intergovernmental Agreement With Public Building Commission)

*Memorandum Of Understanding.*

This Memorandum of Understanding dated as of January 13, 2015 ("MOU"), is made by and between the Public Building Commission of Chicago ("PBC") having its principal office located at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 and the City of Chicago Office of Inspector General ("City IG") having its principal office located at 740 N. Sedgwick, Suite 200, Chicago, Illinois 60654.

RECITALS

**WHEREAS**, by Resolution No. 7576, the Board of Commissioners of the PBC ("PBC Board") established an Inspector General Function for the PBC in furtherance of its commitment to the honest and efficient operation of the PBC and authorized the Chairman of the Audit Committee of the PBC Board to engage the services from time to time of independent, qualified inspector generals for the PBC; and

**WHEREAS**, pursuant to an Ordinance adopted by the City Council of the City of Chicago (the "City"), the City IG has been authorized and empowered to perform inspector general services on behalf of the PBC and other sister agencies in accordance with intergovernmental agreements to be entered into from time to time between the City and PBC or other sister agencies; and

**WHEREAS**, the functions of the City IG include conducting investigations to detect and prevent misconduct, inefficiency and waste, fraud corruption and abuse of public authority and resources and recommending policies and methods to eliminate waste, fraud and abuse in the administration of governmental programs and operations; and

**WHEREAS**, the PBC and the City IG both desire to promote integrity, economy, effectiveness and efficiency, and detect and prevent fraud, abuse, waste and misconduct with respect the administration of PBC's programs, contracts and operations; and

**WHEREAS,** the City and the PBC, acting through the Chairman of PBC's Audit Committee, have entered into an Intergovernmental Agreement, dated as of January 13, 2015 ("IGA") which provides that the City's IG will also serve as PBC's IG to perform independent investigations, reviews or audits relating to programs, operations and contracts of PBC; and

**WHEREAS,** the PBC and the City IG have agreed to enter into this MOU with respect to the implementation of the IGA to set forth the protocol and procedures that will govern the performance of the PBC's Inspector General Function by the City IG in a manner not

inconsistent with the terms of the IGA; and

**NOW, THEREFORE**, it is hereby agreed by and between the PBC and the City IG as follows:

1. **Scope of Services.** The City IG shall provide the services as set forth in the IGA and such additional services that may be agreed upon by the PBC and the City IG from time to time that are not inconsistent with the IGA. All facilities and resources, office space, hardware technology, document storage and administrative items necessary to perform the services will be provided by the City IG at no additional cost to the PBC. PBC will provide appropriate notice to the vendor of the PBC Compliance Hotline to ensure the orderly transfer of complaints to the City IG.

2. **Personnel and Staffing**. PBC and the City IG will collaborate/cooperate with regard to the assignment of personnel necessary to fulfill the requirements of the engagement, including:

   A. **Administrative Personnel**. The Executive Director of the PBC and the City IG will each designate a representative to serve as primary contact person for ensuring the orderly and efficient administration of the IGA for purposes of providing information and documents requested by the City IG to conduct investigations and audits.

   B. **Investigative Personnel**. The City IG has or will engage the services of staff suitable to perform the engagement. The City IG will ensure that staffing assigned to the engagement will possess the education and experience necessary to perform the services to be provided including any necessary licenses or certifications. All City IG personnel and staff will be employees of the City IG and not PBC for purposes of liability and compensation.

3. **Reports and Deliverables**. The City IG shall provide reports, advisories and notifications to PBC in the manner, frequency and format as described in the IGA.

4. **Compensation.** The PBC has agreed to pay the City IG for services provided under this engagement in the amounts as set forth in the IGA. The PBC will not be responsible to reimburse the City IG for any additional costs or expenses incurred by the City IG including, training costs, City IG employee/personnel costs, travel, parking, photocopying, witness fees, exhibit costs, mailing or courier costs.

5. **Invoices.** The City of Chicago's Office of Budget and Management will submit invoices to PBC in four quarterly installments, not less than 30 days in advance of payment due dates on or before the 15th day of January, April, July and October.

4. **Term of Agreement**. The term of this MOU shall be for the duration of the current, four year term of the City IG, provided, however, that the PBC or the City may terminate this MOU at any time upon providing 30 days prior notice to

the other party.

5. **MISCELLANEOUS PROVISIONS**

A. **Liability.** It is understood and agreed that neither party to this MOU shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other and that this MOU shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

B. **Notices.** Unless otherwise specified herein, all notices required to be given under this MOU shall be made in writing and delivered at the following addresses:

**TO THE PBC:**
Executive Director
Public Building Commission
Room 200
Richard D. Daley Center
Chicago, Illinois 60602

**With a copy to:**
Chairman of the PBC Audit Committee
50 W. Washington , 2nd Floor
Chicago, Illinois 60602

**And a copy to:**
Legal Counsel
Neal & Leroy
Suite 2600
120 N. LaSalle Street
Chicago, IL 60602

**TO THE CITY IG:**
Office of the Inspector General of the City of Chicago
740 N. Sedgwick
Suite 200
Chicago, IL 60654

**With copy to:**
City of Chicago Department of Law
121 N. LaSalle, Room 600
Chicago, IL 60602

All notices shall be effective upon their receipt by the persons to whom they are directed.

C. **Amendments**. No revision, modification or amendment of this MOU shall be effective unless set forth in writing, approved by the parties and properly executed on their behalf.

D. **Governing Law**. This MOU shall be governed and construed under the laws of Illinois

E. **Compliance with Laws**. The parties hereto agree to observe and comply with all applicable Federal, State and local laws which may in any manner affect performance under this MOU.

**IN WITNESS WHEREOF**, the parties have hereunder affixed their respective hands and seals on the day and year below written.

PUBLIC BUILDING COMMISSION OF CHICAGO

BY _____

Approved as to form and legality for the
Public Building Commission:
Neal and Leroy, LLC
by: Anne L. Fredd

OFFICE OF INSPECTOR GENERAL OF THE
CITY OF CHICAGO

BY _____

## COMMITTEE ON HOUSING AND REAL ESTATE.

ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS OR SECURED SALES TAX SECURITIZATION CORPORATION BONDS TO LAKEVIEW LANDING L.P. FOR CONSTRUCTION OF LOW-INCOME HOUSING ON PROPERTY DONATED BY LAKE VIEW LUTHERAN CHURCH AT 835 W. ADDISON ST.

[O2023-0005797]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 5, 2023.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on November 29, 2023, and to which was referred an ordinance from the Department of Housing for the authorization of multi-family program funds or secured Sales Tax Securitization Corporation Bonds to Lakeview Landing L.P. for construction of permanent supportive housing on property donated by Lake View Lutheran Church at 835 West Addison Street (O2023-0005797), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, Pursuant to an ordinance adopted on October 11, 2017 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 55903 through 55915, inclusive, as amended by an ordinance passed by the City Council on January 18, 2023 and published in the *Journal* for such date at pages 59125 through 59143, inclusive, the City Council authorized the Sales Tax Securitization Corporation to issue taxable and tax-exempt bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds issued on February 2, 2023 will reimburse the corporate funds used for, among other things, improving the quality of housing through various rehabilitation and housing redevelopment programs; and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to Lakeview Landing L.P., an Illinois limited partnership (the "Borrower"), in a total amount not to exceed $5,810,000 (the "Loan"), to be funded from Multi-Family Program Funds and/or proceeds from the STSC Bonds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The real property commonly known as 835 West Addison Street, Chicago, Illinois (the "Property") is currently owned by Lake View Lutheran Church ("Church Sponsor"), which will donate the Property for the development of the project described in Exhibit A (the "Project"); and

WHEREAS, The Project shall consist of a six-story building to be constructed on the Property with 37 residential units, including at least two units for Permanent Supportive Housing, for rental to extremely low-income persons and families; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of Housing (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts, as shall be necessary or advisable in connection with the implementation of the Loan. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

SECTION 3. Sections 2-44-080 through 2-44-105 of the Municipal Code of Chicago (the "Municipal Code") shall not apply to the Project or the Property, as hereinafter defined in Exhibit A.

SECTION 4. The Mayor, the Chief Financial Officer, the City Clerk, the Authorized Officer and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

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

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

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Loan And Additional Financing Terms.*

| | |
|---|---|
| Borrower: | Lakeview Landing L.P., an Illinois limited partnership (the "Borrower"); the sole general partner of which is Lakeview Landing GP LLC, an Illinois limited liability company (the "General Partner"), and the managing member of the General Partner is OTR Lakeview Landing LLC, an Illinois limited liability company, which is solely owned by Over the Rainbow Association ("OTR"). Lake View Lutheran Housing LLC, which is solely owned by the Church Sponsor, is the non-managing member of the General Partner. |

Project: The Project shall consist of a six-story elevator building including 37 one-bedroom, fully accessible units which shall be for rental to persons and families of extremely low-income (30 percent AMI). All the units will be subsidized with project-based vouchers. The Borrower shall set aside 5 percent of the units (two units) as Permanent Supportive Housing units for persons on the Continuum of Care waiting list.

Loan:

Source: Multi-Family Program Funds, and/or proceeds from the STSC Bonds ("STSC Funds").

Amount: Not to exceed $5,810,000.

Term: Not to exceed 50 years.

Interest: Zero percent (0%) per annum or such other interest rate acceptable to the Authorized Officer.

Security: Non-recourse loan; mortgage junior to the Senior Mortgage (defined below).

Alternate Structures: If so determined by the Authorized Officer, any portion of the Multi-Family Program Funds and/or STSC Funds may be loaned or granted by the City of Chicago to OTR or an entity acceptable to the Authorized Officer for the purpose of making a capital contribution or loan of such funds to the Borrower.

Additional Financing:

1. Amount: Not to exceed $14,000,000.

Term: Not to exceed 48 months.

Source: Illinois Housing Development Authority ("IHDA"), as issuer of certain Illinois Housing Development Authority Multi-Family Housing Revenue Bonds, Series 2023A (Lakeview Landing) or notes and the lender of the proceeds of sale of the multi-family housing revenue bonds or notes.

Security: Unsecured by mortgage; cash-collateralized with proceeds from the City Loan, the IHDA Loan and/or the Senior Loan -- Construction Period or such other source acceptable to the Authorized Officer.

2. Amount: Not to exceed $5,000,000.

Term: Not to exceed 48 months.

Source: IHDA, as issuer of certain Illinois Housing Development Authority Multi-Family Housing Revenue Bonds, Series 2023B (Lakeview Landing) or notes (the "Series B Bonds") and along with OTR, the lender of the proceeds of sale of the multi-family housing revenue bonds or notes.

Security: Secured by a subordinate bond mortgage ("Subordinate Mortgage") and evidenced by a subordinate note made by Borrower to IHDA and OTR ("Subordinate Note") bearing interest at the long-term federal rate ("AFR"). At the redemption of the Series B Bonds, the Subordinate Note will be replaced by a seller note given by Borrower to OTR with the following terms and conditions and as described in paragraph 6 below:

Amount: Not to exceed $5,000,000.

Term: Not to exceed 50 years.

Source: Seller Note.

Interest: Fixed, not to exceed the higher of eight percent or the long-term applicable federal rate ("AFR").

3. Amount: Approximately $1,008,000 (the "Senior Loan -- Permanent").

Term: Not to exceed 50 years.

Source: IHDA or other such entity as may be acceptable to the Authorized Officer.

Interest: Fixed; not to exceed nine percent (9%) per annum.

Security: Mortgage senior to the lien of the IHDA Mortgage (the Junior Loan) and the City Mortgage (the Second Junior Loan) and such other security as may be acceptable to the Authorized Officer.

4. Amount: Not to exceed $13,000,000 (the "Senior Loan -- Construction Period").

Term: Not to exceed 48 months.

Source: BMO Bank N.A. or such other entity as may be acceptable to the Authorized Officer.

Interest: Variable; initial rate at closing will not exceed ten percent (10%) per annum or such other rate as may be acceptable to the Authorized Officer.

Security: Mortgage senior (the "Senior Mortgage") to the lien of the IHDA Mortgage (the Junior Loan) and the City Mortgage (the Second Junior Loan) and such other security as may be acceptable to the Authorized Officer.

5. Amount: Not to exceed $7,184,323 (the "Junior Loan").

Term: Not to exceed 50 years.

Source: IHDA from Trust Fund, or other source acceptable to the Authorized Officer.

Interest: Fixed, not to exceed zero percent (0%) per annum.

Security: Non-Recourse Mortgage junior to the lien of the Senior Mortgage (the Senior Loans) and such other security as may be acceptable to the Authorized Officer.

6. Amount: Not to exceed $5,000,000 (the "Seller Loan").

Term: Not to exceed 50 years.

Source: OTR or such other entity acceptable to the Authorized Officer.

Interest: Fixed, not to exceed the higher of eight percent (8%) per annum or AFR.

Security: Mortgage junior to the lien of the Senior Mortgage (the Senior Loans), IHDA Mortgage (the Junior Loan) and the City Mortgage (the "Second Junior Mortgage") and such other security as may be acceptable to the Authorized Officer. The Seller Loan is used to repay the Series B Bonds referenced in paragraph 2 above.

| | | |
|---|---|---|
| 7. | Amount: | Not to exceed $77,313 (the "First Sponsor Loan"). |
| | Term: | Not to exceed 50 years. |
| | Source: | OTR, or such other entity acceptable to the Authorized Officer. |
| | Interest: | Fixed, not to exceed AFR per annum. |
| | Security: | Mortgage junior to the lien of the Senior Mortgage (the Senior Loan), the IHDA Mortgage (the Junior Loan) and the City Mortgage (Second Junior Mortgage) and such other security as may be acceptable to the Authorized Officer. |
| 8. | Amount: | Not to exceed $540,000 (the "Second Sponsor Loan"). |
| | Term: | Not to exceed 50 years. |
| | Source: | OTR or such other entity acceptable to the Authorized Officer from proceeds of a grant of STSC Funds from the City for the Permanent Supportive Housing units. |
| | Interest: | Fixed, not to exceed AFR per annum. |
| | Security: | Mortgage junior to the lien of the Senior Mortgage (the Senior Loan), the IHDA Mortgage (the Junior Loan) and the City Mortgage (Second Junior Mortgage) and such other security as may be acceptable to the Authorized Officer. |
| 9. | Low-Income Housing Tax Credit ("LIHTC") Proceeds: | Approximately $11,156,130 or such other amount to which the Authorized Officer may consent, to be provided by the LIHTC investor to the Borrower, all or a portion of which may be paid in on a delayed basis, and used, among other purposes, to retire all or a portion of the Senior Loan -- Construction Period. |
| | Source: | To be derived from the syndication of approximately $1,260,694 annual LIHTC from IHDA. |
| 10. | Amount: | $100. |
| | Source: | General Partner. |

EXECUTION OF LICENSE AND SUBSCRIPTION SERVICES AGREEMENT WITH PROLINK SOLUTIONS, INC.

[O2023-0005948]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 5, 2023.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on November 29, 2023, and to which was referred an ordinance from the Department of Housing for the license and subscription services agreement with ProLink Solutions, Inc. (O2023-0005948), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government under the Illinois Constitution of 1970; and

WHEREAS, The City, through its Department of Housing, is charged with the mission of expanding housing access and choice; and

WHEREAS, The Department of Housing administers several corporate and federal funding programs, including allocation of tax credits, to finance development of multi-unit rental properties intended to be affordable to families at various income levels; and,

WHEREAS, The Department of Housing wishes to implement a comprehensive solution to automate the financing life cycle of residential development and asset management and serve as a repository of data and documents for affordable housing development, from application, to long-term monitoring and compliance, and through disposition, which will further the Department of Housing's mission; and

WHEREAS, The Department of Housing has identified a hosted application provided by ProLink Solutions, Inc., doing business as ProLink Software, Inc. ("Contractor"), that offers the functions and features the Department of Housing seeks in connection with its goal towards automation of affordable housing development financing and asset management (the "Application"); and

WHEREAS, The Department of Housing seeks approval for award of a contract to the Contractor for the provision of services associated with the Application that include configuration, data migration, support, training and consulting, that will enable the Department of Housing's successful implementation and use of the Application (the "Services"); now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are incorporated as set forth here.

SECTION 2. Subject to the availability of funds, the Commissioner of the Department of Housing, or his designee, is authorized to negotiate and enter into a contract with the Contractor to procure the Services for the purposes described herein, consistent with the Base Services Implementation terms set out in Exhibit A attached hereto.

SECTION 3. The Commissioner is further authorized to expend up to an additional sum of $250,000, subject to the availability of funds, in the event the Commissioner determines in his reasonable discretion that Additional Services and Deliverables, as described in and pursuant to the terms in Exhibit A, are necessary or appropriate for the successful implementation of the Application.

SECTION 4. Any contract entered into with the Contractor pursuant to this ordinance may contain such terms as determined by the Commissioner of the Department of Housing in his discretion to be reasonable and appropriate, which may include indemnification of the Contractor, but need not contain provisions imposed by city ordinances or State law, unless such provisions are mandatory and preempt the city's home rule authority.

SECTION 5. This ordinance takes effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Services And Pricing Schedule.*

1. DESCRIPTION OF BASE SERVICES WITH PRICING:

This Services and Pricing Schedule is Attachment A to the Hosted Technology Services Agreement ("Agreement") pursuant to which Seller grants to Purchaser a non-exclusive license for the Term of the Agreement, to use the Base Services described in this schedule, subject to payment of applicable Pricing also described in this schedule. All capitalized terms not otherwise defined in this schedule shall have the meanings described in the Agreement.

- ProLinkHFA - base system for use by an unlimited number of Purchaser's staff. License includes access to the below modules:
  - Origination, Development and Bond Allocation Module
  - Tax Credit Allocation Module
  - Asset Management / Program Compliance Module
  - Single Family Acq/Rehab, Loan Tracking
  - REO Management Module
  - Homelessness / Supportive Services Module
  - Single Family Non-Federal Grants Management Module
- Procorem Construction Management Application
- Procorem – for use by an unlimited number of users under one account, via a web-based enterprise software application. Procorem provides a secure communication, document, and task management portal
- SmartDox functionality using Microsoft Word or Excel documents
- ProLinkHFA User Group Membership – entitles you to participate in collaborative working sessions with other ProLinkHFA customers and provide input on future ProLinkHFA Software Suite design and functionality enhancements.
- Nightly Backups – Our pricing includes delivery of a nightly backup of your ProLinkHFA data.

BASE SERVICES PRICING AND PAYMENT TERMS:

*Fees due annually in advance; invoiced NET 30 days; subject to adjustment as described in Section 1.2 of the Agreement.*

| Base Services | Annual Cost | Payment Terms |
|---|---|---|
| License and Subscription | $273,122 | Due in full upon Agreement execution ("Effective Date"). |
| License and Subscription | $281,415** | Year 2 - due on the 1st anniversary of the Effective Date |
| License and Subscription | $286,755** | Year 3 - due on the 2nd anniversary of the Effective Date |
| License and Subscription | $298,448** | Year 4 - due on the 3rd anniversary of the Effective Date |
| License and Subscription | 307,401** | Year 5 - due on the 4th anniversary of the Effective Date |
| TOTAL | $1,447,141 | |

**1.2.1 All pricing and fees set forth on the Services and Pricing Schedule shall be increased annually commencing on the one-year anniversary date of the Effective Date by the greater of (i) three percent (3%) or (ii) the percentage increase in the Index since the Effective Date (or the immediately preceding anniversary of the Effective Date, as the case may be). The "Index" means the Consumer Price Index – All Urban Consumers, All Items, U.S. City Average, not seasonally adjusted, 1982-84 = 100 reference base, as published by the United States Bureau of Labor Statistics.

## 2. BASE SERVICES IMPLEMENTATION - ("Base Services Implementation"):

A maximum of 2,200 hours shall be spent by Seller on the Base Product Implementation summarized below. See Section 3 below for a description of how Purchaser Change Requests to the Base Services Implementation are processed.

- **ProLink Project Management Services** - Includes periodic project status and steering committee updates managed via a Procorem Project Management WorkCenter (available to all stakeholders)
- **Virtual Kick-Off Meeting**
- **Client Environment Setup**
- **Business Process Review - ProLink will work with Client to identify recurring work functions performed by Client staff, whether recurring on a time basis or on a deal lifecycle basis for each of the major process areas: Asset Management, Tax Credit, Development and Compliance. This will include:**
  - ✓ Review and gain understanding of Client's products, services, and organizational structure via interviews with Client stakeholders
  - ✓ Present generic ProLinkHFA and full ProLink Software Suite process flows
  - ✓ Create and present ProLink process flows representing Clients' processes
  - ✓ Identify gaps between the above referenced future state flows and Client's current processes, and identify potential solutions to address these gaps
  - ✓ Document any recommended system configurations as identified during process discovery
- **SmartDox Template Mapping:** Includes Developers Application/Proforma mapping and validation (300 hours)
- **Data Migration** - Data mapping and transformation of Purchaser's existing **LIHTC allocation** data into ProLink's database. NOTE: At this time, the below Implementation Pricing excludes migration of multifamily loan data.*
- **Virtual Training**: Base Services training for Purchaser's staff so they can utilize the software:
  - ✓ **Procorem and ProLink Software Suite Intro – 4 hours**
  - ✓ **SmartDox Mapping – 2 hours**
  - ✓ **Asset Management – 6 hours**
  - ✓ **Development (DEV) Module – 4 hours**
  - ✓ **Tax Credit Allocation (TCA) Module – 8 hours**
  - ✓ **BudgetPro Module – 2 hours**
  - ✓ **Compliance – 4 hours**
  - ✓ **Intro Data Views, Reports, Dashboard – 3 hours**
  - ✓ **User Security & System Admin – 3 hours**

- ✓ Online Open Mic Meetings (Reinforcement) - 4 Hours

*In person training is available at additional cost.

- ❖ **Base Services Implementation Acceptance Period** – the expiration of the "Acceptance Period" must occur within **12** months from the Effective Date of the Agreement. Refer to Section 6 of the Agreement for details.
  - ✓ Process Maps Acceptance
  - ✓ Data Object Validation
  - ✓ System Configuration, Reports & Data Views Validation
  - ✓ SmartDox Template Validation
  - ✓ User Security Roles Acceptance
- ❖ **Project Close Out** (completion of Base Product Implementation)

**BASE SERVICES IMPLEMENTATION FEE:** Invoiced with NET 30 day terms, *subject to adjustment as described in Section 1.2 of the Agreement.*

| Base Services | Cost | Payment Terms |
|---|---|---|
| **Implementation Fees*** | $221,835 | 50% due at Contract signing; 50% due upon the expiration of the Acceptance Period. |

## 3. ADDITIONAL SERVICES OR DELIVERABLES ("Additional Deliverables"):

Additional Services and Deliverables that you may request or require in connection with the above described Base Services Implementation or thereafter, are listed below. Additional Deliverables are documented and approved through a Scope Change Request ("SCR") process. The seller will provide a SCR that describes the scope, design and effort required to complete and implement the task(s) and Deliverable(s), with each approved SCR being considered an Addendum to this Agreement. Some Deliverables will require ongoing annual Maintenance fees. CR's are invoiced and payable NET 30 days, based on the most current time and material "ProLink Professional Services Rates". Reimbursement of Travel and related expenses will also apply to any CR's requiring travel by Seller's staff.

- ➢ **Project Management Consulting Services** – The successful implementation of your new software requires the Purchaser have a dedicated person to manage and ensure the completion of tasks so your implementation deadline can be achieved. ProLink offers dedicated Project Management Consulting Services for clients that don't have their own dedicated staff to fulfill this essential role.

- ➢ **Post implementation training** – 16 hours of training. This training is highly recommended for Purchaser's to ensure the successful adoption and acceptance of their new software by all Users, and to ensure the best and highest use of the Services purchased. Training is conducted virtually or provided in ProLink Solutions' corporate offices, located in Englewood, Colorado.
- ➢ **Additional or customized "Help", training materials or training sessions**
- ➢ **Additional SmartDox template mapping**
- ➢ **SQL Server Reporting Services**
- ➢ **Additional business process mapping, design, or business process review**

- **Additional system configuration** (involving such tasks as creating new data views or custom reports; adding feature enhancements, or new categories; creating checklists or task templates)

**IMPLEMENTATION PRICING AND PAYMENT TERMS:** *Invoiced at NET 30 day terms, subject to adjustment as described in Section 1.2 of the Agreement.*

| Optional Deliverables | Cost | Payment Terms |
|---|---|---|
| Project Manager Working for the Purchaser | $200/hour | 20% discount for a minimum 6 month contract for services. |
| Post Implementation Training | $220/hour | 50% due in advance; 50% due upon completion of training; |
| Integration with other software | $265/hour | Billed Monthly |

PRO LINK™ SOL

**PROFESSIONAL SERVICES RATE CARD**

| Job Classifications | Hourly |
|---|---|
| Senior Development Engineer | $265 |
| Development Engineer | $235 |
| **Managers:** Project / Product / Customer Adoption | $235 |
| Principal Business Consultant / Network Engineer / Product Trainers | $220 |
| Business Analyst / Quality - Assurance Analyst | $200 |

*2023 Rates - subject to cumulative annual increases of up to 3% per year. NOTE: These rates change on the 1st of each year.*

REAUTHORIZATION FOR IMPLEMENTATION OF FLEXIBLE HOUSING POOL PROGRAM.

[O2023-0005793]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 5, 2023.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on November 29, 2023, and to which was referred an ordinance from the Department of Family and Support Services for the authorization for Flexible Housing Pool Program with initial grant funding and maximum five-year extension of landlord rental subsidy program (O2023-0005793), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing affordable to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Department of Family and Support Services ("DFSS") is an executive department of the City which, among other things, plans and coordinates programs and projects that help to prevent and end homelessness; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on January 17, 2018 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 64725 through 64729 (the "Prior Ordinance"), DFSS and the City's Department of Planning and Development established a program to provide rental subsidies to selected landlords in order to enable such landlords to house certain eligible tenants and to provide social services to such tenants pursuant to program parameters as further described on Exhibit A hereto and hereby incorporated herein (the "Flexible Housing Program"); and

WHEREAS, The Prior Ordinance authorized DFSS to enter into an agreement with a five-year term with one or more parties to assist in the administration of the Flexible Housing Program and other parties that may be willing to contribute funds to the Flexible Housing Program (the "Other Funders"); and

WHEREAS, In 2018, the City issued a request for proposals ("Prior RFP") to select a program administrator for the Flexible Housing Program (the "Program Administrator") to ensure efficient coordination among participating landlords, tenants, social service providers, the City and the Other Funders; and

WHEREAS, Pursuant to the Prior Ordinance, the City entered into a program administration agreement, an escrow agreement, and amendments thereto (the "Prior Agreements") with the successful respondent of the Prior RFP and Other Funders; and

WHEREAS, During the term of the Prior Agreements, DFSS appropriated and granted funds to the Program Administrator to be used towards the Flexible Housing Program; and

WHEREAS, The Prior Agreements will expire in accordance with their terms on December 31, 2023; and

WHEREAS, DFSS wishes to continue the Flexible Housing Program and select a Program Administrator to administer the Flexible Housing Program for the next five years; and

WHEREAS, The City has issued a request for proposals ("New RFP") in connection with the administration of the Flexible Housing Program to ensure efficient coordination among participating landlords, tenants, social service providers, the City and the Other Funders, if any; and

WHEREAS, DFSS intends to grant funds for the Flexible Housing Program in the approximate annual amount of $6,000,000 or as may otherwise be appropriated (the "DFSS Funds"); and

WHEREAS, Based on response to the New RFP, DFSS will select parties which it determines are in the best interests of the City to engage to assist in the administration of the Flexible Housing Program (the "Selected Parties"); and

WHEREAS, DFSS hereby recommends to the City Council that the City be authorized to enter into an agreement by and among the City, the Selected Parties and the Other Funders, if any, for a term not to exceed five years (the "Program Administration Agreement") and other related agreements in connection with the implementation of the Flexible Housing Program; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

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

*SECTION 3. The Commissioner of DFSS (the "DFSS Commissioner"), or a designee of the DFSS Commissioner (each, an "Authorized Officer") is hereby authorized, subject to the approval of the Corporation Counsel, to enter into, negotiate and execute the Program Administration Agreement, along with such other documents, agreements, amendments or instruments as may be necessary or advisable to implement the Flexible Housing Program. Subject to the approval of the Corporation Counsel, the Authorized Officer may determine, in the best interests of the City and within the program parameters, the terms of all such documents, agreements, amendments or instruments necessary to effectuate the intent of this ordinance and the implementation of the Flexible Housing Program and may disburse the DFSS Funds pursuant to such documents, agreements or instruments. Depending on the results of the RFP, funding the development of the IT System (as defined on Exhibit A) may be included in the scope of the Program Administration Agreement, or may be accomplished pursuant to an agreement entered into between the City and a provider separately selected by the Authorized Officer on terms and conditions negotiated in the best interests of the City.

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* Editor's Note: Section 2 missing in original document.

SECTION 4. The DFSS Commissioner, in consultation with governmental and non-governmental entities that support the Flexible Housing Program, is hereby authorized to promulgate rules for the proper implementation and administration of the Flexible Housing Program (the "Program Rules").

SECTION 5. The documents, agreements and instruments entered into in connection with the Flexible Housing Subsidy Program shall not be deemed to be "city contracts" within the meaning of Section 11-4-1600(e) of the Municipal Code of Chicago (the "Municipal Code").

SECTION 6. To the extent that any ordinance, resolution, rule, order, or any provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Program Parameters.*

Eligible tenants shall be upon program enrollment people experiencing or at risk of homelessness which means any resident of the City of Chicago or Cook County, without limitation with respect to immigration status, who (1) meets a definition of homelessness under federal law, or (2) is in a situation characterized by housing instability, including but not limited to fleeing gender-based violence, living doubled up or currently being in or having been recently released from a prison, jail or residential treatment facility.

Eligible tenants shall also be at minimum one of the following:

-- Families, or individuals aged 18 and above, identified as frequent or recurring utilizers of a crisis system of care, e.g., emergency medical services, homeless services, behavioral health system, and the justice system.

-- Families, or individuals aged 18 and above, with complex care needs, e.g., medical, physical, cognitive, mental health, substance use.

-- Families, or individuals aged 18 and above, whose head of household is identified as having high need for the FHP upon reentry from incarceration.

-- Youths aged 18 -- 24, either individuals or heads of families, who are at high risk for violence involvement as victims and/or perpetrators absent intervention, based on a skilled provider's assessment.

Rental subsidies shall be provided to selected landlords in order to house eligible tenants in eligible properties in accordance with the Program Rules.

Supportive services shall be provided to eligible tenants in accordance with the Program Rules.

The Flexible Housing Program may fund the development and operation of an information technology system (the "IT System") with the capacity to interface with the Homeless Management Information System (also known as HMIS).

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## EXECUTION OF THIRD AMENDMENT TO LEASE AGREEMENT WITH NORTH LASALLE FINANCIAL ASSOCIATES LLC FOR USE OF ADDITIONAL OFFICE SPACE BY CITY AT 2 N. LASALLE ST.

[SO2023-0005731]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, December 5, 2023.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on December 5, 2023, and to which was referred a substitute ordinance from the Department of Assets, Information and Services for the authorization of a third amendment to lease agreement with North LaSalle Financial Associates LLC for additional City lease space at Suite 1600 to service Community Commission for Public Safety and Office of Climate and Environmental Equity during buildout of 9th floor at 2 North LaSalle Street (SO2023-0005731), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

On motion of Alderperson Sigcho-Lopez, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, acting through its Department of Assets, Information and Services ("DAIS"), as successor to the Department of Fleet and Facility Management, currently leases office space, as more particularly described below, in the building (the "Building") located at 2 North LaSalle Street, Chicago, Illinois, pursuant to that certain Office Lease Agreement ("Lease") entered into between North LaSalle Financial Associates LLC, a Delaware limited liability company ("Landlord"), and the City, dated December 27, 2019; and

WHEREAS, Pursuant to that certain First Amendment to Lease, dated December 8, 2020, entered into between Landlord and the City, the parties amended the "Commencement Date" of the Lease; and

WHEREAS, Pursuant to that certain Second Amendment to Lease, dated October 3, 2022, entered into between Landlord and the City, the parties identified the location of "Phase 2" in the Building (the Lease, as amended by the First Amendment to Lease and by the Second Amendment to Lease, the "Second Amended Lease"); and

WHEREAS, Pursuant to "Phase 1" of the Second Amended Lease, the City leases from Landlord the following office spaces in the Building: Suites 1100, 1020, 925, 800, 765, 600, 500, 400, 300 and 200, and a portion of the mezzanine; and

WHEREAS, Pursuant to "Phase 2" of the Second Amended Lease, the City also leases from Landlord the following office spaces in the Building: Suites 1120, 1010 and 1000, the entire 13th floor and the entire 12th floor; and

WHEREAS, DAIS has determined that the City needs office space for the City's Community Commission for Public Safety and Accountability (the "CCPSA") and the City's Office of Climate and Environmental Equity (the "OCEE"); and

WHEREAS, DAIS recommends that the City lease additional space in the Building to accommodate the needs of the CCPSA and the OCEE; and

WHEREAS, Landlord has informed DAIS that approximately 16,164 square feet of office space on the 9th floor of the Building (the "9th Floor Space") is available for lease; and

WHEREAS, Prior to the City's occupying the 9th Floor Space, Landlord will need to build-out the 9th Floor Space to City standards and in accordance with plans agreed to by Landlord and the City; and

WHEREAS, Landlord has offered to lease Suite 1600 ("Suite 1600") in the Building, which comprises approximately 10,803 square feet, to the City while Landlord performs the build-out of the 9th Floor Space; and

WHEREAS, DAIS has determined that it is in the City's best interests to amend the Lease to include a "Phase 3" for the City's lease of the 9th Floor Space and Suite 1600; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of DAIS or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a "Third Amendment to Lease", for the purpose of leasing the 9th Floor Space and Suite 1600, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of such amendment.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*

*Third Amendment To Lease.*

This Third Amendment to Lease (this "Third Amendment") is made as of the ____ day of _____, 2023, by and between North LaSalle Financial Associates LLC, a Delaware limited liability company ("Landlord"), and City of Chicago, a municipal corporation of the State of Illinois ("Tenant").

*Recitals:*

A. Landlord and Tenant entered into an Office Lease Agreement (the "Original Lease") dated December 31, 2019, whereby Landlord initially leased to Tenant certain premises ("Phase 1") known as Suites 1100, 1020, 925, 800, 765, 600, 500, 400, 300, 200 and the mezzanine, with additional premises, known as "Phase 2", to be added later, in the building located at 2 North LaSalle Street, Chicago, Illinois (the "Building").

B. Landlord and Tenant entered into a First Amendment to Lease (the "First Amendment") dated December 15, 2020, whereby they adjusted the Commencement Date, among other things.

C. Landlord and Tenant entered into a Second Amendment to Lease (the "Second Amendment") dated October 3, 2022, whereby they (i) evidenced the location of Phase 2 in the Building and (ii) confirmed that Phase 1 and Phase 2 consist of 303,182 rentable square feet, in the aggregate. The Original Lease, as amended by the First Amendment and the Second Amendment, is hereinafter referred to as the "Lease".

D. Landlord and Tenant desire to amend the Lease to reflect Tenant's lease of additional space in the Building.

E. Landlord and Tenant desire to amend the Lease to evidence the location of Phase 2 in the Building.

Now, Therefore, For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged it is hereby agreed as follows:

1. Definitions. Each capitalized term used in this Third Amendment shall have the same meaning as is ascribed to such capitalized term in the Lease, unless otherwise provided for herein. The recitals are incorporated into this Third Amendment as if set forth herein.

2. Lease Of Phase 3. Landlord leases to Tenant and Tenant leases from Landlord that certain space known as "Suite 900" ("Phase 3") consisting of approximately 16,097 rentable square feet on the ninth floor of the Building and shown on the plan attached hereto as (Sub)Exhibit A. Phase 3 is leased to Tenant subject to all of the same terms and provisions as are contained in the Lease, except as otherwise set forth herein. Phase 3 is leased for a lease term commencing on the date of Substantial Completion of the Work (as such terms are defined in (Sub)Exhibit B attached hereto) (the "Phase 3 Commencement Date"). From and after the Phase 3 Commencement Date, the term "Premises" as used and defined in the Lease, as amended hereby, shall be deemed to mean and refer to Phase 1, Phase 2 and Phase 3 and shall be deemed to consist of 319,279 rentable square feet. Promptly after the occurrence of the Phase 3 Commencement Date, the parties will execute and deliver a Phase 3 Commencement Date Certificate in the form attached hereto as (Sub)Exhibit C.

3. Base Rent. Effective as of the Phase 3 Commencement Date, Tenant shall pay Base Rent for Phase 3 as follows:

| Period | Monthly Installments of Base Rent |
|---|---|
| Phase 3 Commencement Date -- 7/31/25 | $36,271.91 |
| 8/1/25 -- 7/31/26 | $37,178.70 |
| 8/1/26 -- 7/31/27 | $38,108.17 |
| 8/1/27 -- 7/31/28 | $39,060.88 |
| 8/1/28 -- 7/31/29 | $40,037.40 |
| 8/1/29 -- 7/31/30 | $41,038.33 |
| 8/1/30 -- 7/31/31 | $42,064.29 |
| 8/1/31 -- 7/31/32 | $43,115.90 |
| 8/1/32 -- 7/31/33 | $44,193.80 |
| 8/1/33 -- 7/31/34 | $45,298.64 |
| 8/1/34 -- 7/31/35 | $46,431.11 |

If the Phase 3 Commencement Date does not occur on the first day of a calendar month, Base Rent for Phase 3 shall be prorated based upon the number of days in such month. There shall be no Base Rent credit for Phase 3 and Base Rent for Phase 1 and Phase 2 shall not be affected by this Amendment.

4. Tenant's Proportionate Share. Effective as of the Phase 3 Commencement Date, Tenant's Proportionate Share shall increase to 46.18 percent.

5. Condition Of Phase 3. Phase 3 shall be improved by Landlord, as Tenant's agent, pursuant to (Sub)Exhibit B attached hereto.

6. Phase 3 Termination Option.

A. Phase 3 Termination Option. Tenant shall have an option (the "Phase 3 Termination Option") to terminate its Lease with respect to Phase 3 only, effective as of the last day of the calendar month containing the seventh ($7^{th}$) anniversary of the Phase 3 Commencement Date (the "Phase 3 Early Termination Date"). The Phase 3 Termination Option is granted subject to the following terms and conditions:

1. Tenant gives Landlord written notice of Tenant's election to exercise the Phase 3 Termination Option not later than twelve (12) months prior to the Phase 3 Early Termination Date; and

2. Tenant pays to Landlord a cash lease termination fee (the "Fee") in an amount equal to the unamortized amount, as of the Phase 3 Early Termination Date, of the sum of the following costs relating to this Third Amendment or Tenant's lease of Phase 3:

(a) All legal fees and brokerage commissions paid or incurred by Landlord, plus

(b) The Phase 3 Construction Allowance (as defined in (Sub)Exhibit B) which costs, together with interest thereon at the rate of 8 percent per annum, shall be amortized on a mortgage-style basis (i.e., paid off with equal installments of principal and interest, with interest decreasing and principal increasing over time) over the period from the Phase 3 Commencement Date to July 31, 2035.

Tenant shall pay the Fee concurrently with, and as a condition of, Tenant's exercise of the Phase 3 Termination Option.

B. Terms. If Tenant timely and properly exercises the Phase 3 Termination Option: (1) all Base Rent payable under the Lease for Phase 3 shall be paid through and apportioned as of the Phase 3 Early Termination Date (in addition to payment of the Fee), (2) Tenant's Proportionate Share shall be recalculated to exclude Phase 3, and (3) neither party shall have any rights, estates, liabilities or obligations under the Lease with respect to Phase 3 for the period accruing after the Phase 3 Early Termination Date, except those which, by the provisions of the Lease, are intended to survive the expiration or termination of the Term. Tenant shall surrender Phase 3 to Landlord in the condition required pursuant to the Lease.

C. Termination. The Phase 3 Termination Option shall automatically terminate and become null and void upon the failure of Tenant to timely or properly exercise the Phase 3 Termination Option.

7. Temporary Space. Landlord hereby grants an irrevocable license to Tenant to use Suite 1600 on the sixteenth (16th) floor of the Building, consisting of approximately 10,803 rentable square feet (the "Temporary Space"). Tenant's occupancy of the Temporary Space shall be upon all of the same terms and provisions as are contained in this Lease, as if the Temporary Space were the Premises, except as follows:

A. Tenant shall not be obligated to pay Base Rent for the Temporary Space, but from and after Tenant's initial occupancy of the Temporary Space, Tenant shall pay (i) Additional Rent for the Temporary (using a Tenant's Proportionate Share of 1.56 percent) and (ii) for all electricity and other utilities used in the Temporary Space;

B. Tenant's right to occupy the Temporary Space shall commence on the date of full execution and delivery of this Third Amendment and shall expire on the first to occur of (1) the Phase 3 Commencement Date or (3) the date that the Lease, as amended, is terminated;

C. Tenant shall accept the Temporary Space in its "as-is" physical condition, without any representation, credit or allowance from Landlord with respect to the condition or improvement thereof. Upon the expiration of Tenant's right to occupy the Temporary Space, Tenant shall return the Temporary Space broom clean, and in the same condition as on the date Tenant first took occupancy of the Temporary Space, ordinary wear and tear and damage by fire or casualty excepted; and

D. It shall be a condition of Tenant's right to occupy the Temporary Space that this Lease is in full force and effect and Tenant is not in default under this Lease beyond all applicable notice and cure periods.

8. Brokers. Tenant represents that except for Jones Lang LaSalle (the "Broker"), Tenant has not dealt with any real estate broker, salesperson or finder in connection with this Third Amendment, and no such person initiated or participated in the negotiation of this Third Amendment. Landlord shall pay any commission owing to the Broker pursuant to a separate written agreement. Tenant agrees to indemnify, defend and hold Landlord, its property manager and their respective employees harmless from and against all claims, demands, actions, liabilities, damages, costs and expenses (including, attorneys' fees) arising from a claim for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Third Amendment.

9. Binding Effect. The Lease, as amended hereby, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control. This Third Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

In Witness Whereof, This Third Amendment is executed as of the day and year aforesaid.

Landlord:

North LaSalle Financial Associates LLC,
a Delaware limited liability company

By: HMKNL SPE LLC, a Delaware limited liability company, its managing member

By: HMKNL Holdings LLC, a Delaware limited liability company, its sole member

By: _____

Print Name: _____

Its: _____

Tenant:

City of Chicago,
a municipal corporation of the State of Illinois

By: _____

_____
Commissioner,
Department of Assets, Information
and Services

Approved as to Form and Legality:

_____

_____
Department of Law

[(Sub)Exhibit "A" referred to in this Third Amendment to Lease printed on page 7781 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Third Amendment to Lease read as follows:

*(Sub)Exhibit "B".*
(To Third Amendment To Lease)

*Tenant Finish-Work; Allowance.*

1. **Acceptance of Phase 3.** Except as set forth in this Exhibit, Tenant accepts Phase 3 in its "AS-IS" condition on the date that this Third Amendment is entered into.

2. **Space Plans.** Within 90 after execution of this Third Amendment, Tenant shall submit to Landlord for its review and approval (not to be unreasonably withheld, delayed or conditioned) space plans prepared by [Johnson Lasky Kindelin Architects ("**JLK**")]. Landlord shall notify Tenant whether it approves of the submitted space plans within ten (10) business days after Tenant's submission thereof. If Landlord disapproves of such space plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within five (5) business days after such notice, revise such space plans in accordance with Landlord's objections and submit the revised space plans to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted space plans within five (5) business day after its receipt thereof. This process shall be repeated until the space plans have been finally approved by Landlord and Tenant. If Landlord fails to notify Tenant that it disapproves of the initial space plans within ten (10) business days (or, in the case of resubmitted space plans, within five (5) business day) after the submission thereof, then Landlord shall be deemed to have approved the space plans in question. Any delay caused by Tenant's or Landlord's, as applicable, unreasonable withholding of its consent or delay in giving its written approval as to such space plans shall constitute a Project Delay Day (defined below). If the space plans are not fully approved (or deemed approved) by both Landlord and Tenant by the 60 business day period after the delivery of the initial draft thereof due to Landlord's failure to comply with the foregoing schedule, then for each day after such 60 business day time period that such space plans are not fully approved (or deemed approved) by both Landlord and Tenant, the Phase 3 Commencement Date shall be extended by the same number of days. Once approved by Landlord and Tenant, the space plans will be the "**Space Plans**."

3. **Working Drawings.**

(a) Preparation and Delivery. After the Space Plans are approved by both Landlord and Tenant, Tenant will submit to Landlord any applicable City standards and specifications to be incorporated into the final drawings, including but not limited to electrical and low voltage specifications. Landlord shall cause to be prepared final working drawings consistent with the Space Plans of all improvements to be installed in Phase 3 and deliver the same to Tenant for its review and approval (which approval shall not be unreasonably withheld, delayed or conditioned). Such working drawings shall be prepared by JLK, or another design consultant recommended and approved by Tenant and selected by Landlord (whose fee shall be included in the Total Construction Costs, defined below). Upon completion of the design consultant's work, Landlord provide AutoCAD and pdf electronic files of the working drawings, shop drawings and other relevant documents and reports to the Tenant for review.

(b) Approval Process. Tenant shall notify Landlord whether it approves of the submitted working drawings within ten (10) business days after Landlord's submission

thereof. If Tenant disapproves of such working drawings, then Tenant shall notify Landlord thereof specifying in reasonable detail the reasons for such disapproval, in which case Landlord shall, within five (5) business days after such notice, revise such working drawings in accordance with Tenant's objections and submit the revised working drawings to Tenant for its review and approval. Tenant shall notify Landlord in writing whether it approves of the resubmitted working drawings within five (5) business day after its receipt thereof. This process shall be repeated until the working drawings have been finally approved by Landlord and Tenant. If Tenant fails to notify Landlord that it disapproves of the initial working drawings within ten (10) business days (or, in the case of resubmitted working drawings, within five (5) business day) after the submission thereof, then Tenant shall be deemed to have approved the working drawings in question. Any delay caused by Tenant's or Landlord's, as applicable, unreasonable withholding of its consent or delay in giving its written approval as to such working drawings shall constitute a Project Delay Day (defined below). If the working drawings are not fully approved (or deemed approved) by both Landlord and Tenant by the 60 business day period after the delivery of the initial draft thereof due to Landlord's failure to comply with the foregoing schedule, then for each day after such 60 business day time period that such working drawings are not fully approved (or deemed approved) by both Landlord and Tenant, the Phase 3 Commencement Date shall be extended by the same number of days.

4. **Landlord's Approval; Performance of Work**. As used herein, "**Working Drawings**" shall mean the final working drawings approved by Landlord and Tenant, as amended from time to time by any approved changes thereto, and "**Work**" shall mean all improvements to be constructed in accordance with and as indicated on the Working Drawings, together with any work required by governmental authorities to be made to other areas of the Building as a result of the improvements indicated by the Working Drawings. [The Work shall include any required demising partitions, electrical meter and if not existing, a building standard multi-tenant floor common corridor and building standard suite entry way signage ("**Demising Work**")]. Landlord's approval of the Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use or comply with any Law but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign the Working Drawings to evidence its review and approval thereof. After the Working Drawings have been approved, Landlord, shall cause the Work to be performed in substantial accordance with the Working Drawings.

5. **Bidding of Work**. Prior to commencing the Work, Landlord shall competitively bid the Work and furniture and, if requested by Tenant, consultants, to three contractors reasonably approved by Landlord. The overall project will be bid with a 26% MBE (minority-owned business enterprise) and 6% WBE (women-owned business enterprise) requirement. Such firms must be certified as MBE or WBE, as applicable, by Tenant's Department of Procurement Services or by other agencies as approved by Tenant. Of the total hours worked by Landlord's employees and employees of Landlord's contractors and subcontractors in the performance of the Work, at least fifty percent (50%) shall be performed by City Residents. For purposes of this section: (i) "**City Residents**" means persons Domiciled within the City of Chicago; and (ii) "**Domicile**" means an individual's one and only true, fixed and permanent home and principal establishment. Also, all

contactors shall pay Prevailing Wages for the work to be completed. If the estimated Total Construction Costs are expected to exceed the Construction Allowance (as hereinafter defined), Landlord shall promptly notify Tenant and Tenant shall be allowed to review the submitted bids from such contractors to value engineer any of Tenant's requested alterations. In such case, Tenant shall notify in writing Landlord of any items in the Working Drawings that Tenant desires to change within ten (10) business days after Landlord's submission thereof to Tenant. If Tenant fails to notify Landlord of its election within such ten (10) business day period, Landlord shall notify Tenant in writing that this failure shall be deemed to mean Tenant approved the bids. Within twenty (20) business days following Landlord's submission to Tenant of the initial construction bids to Tenant under the foregoing provisions (if applicable), Tenant shall have completed all of the following items: (a) finalized with Landlord's representative and the proposed contractor, the pricing of any requested revisions to the bids for the Work, and (b) approved in writing any overage in the Total Construction Costs in excess of the Construction Allowance, failing which each day after such twenty (20) business day period shall constitute a Project Delay Day.

6. **Change Orders**. Tenant may initiate changes in the Work by submitting the request of added scope in writing to the Landlord for pricing. Each such change, before executed and agreed upon on added pricing, must receive the prior written approval of Tenant and Landlord, such approval not to be unreasonably withheld or delayed; however, (a) if such requested change would adversely affect (in the reasonable discretion of Landlord) (i) the Building's structure or the Building's common systems and common equipment (including the Building's restrooms or mechanical rooms), (ii) the exterior appearance of the Building, (iii) the appearance of the common area, or (iv) another tenant's premises, or (b) if any such requested change might delay the completion of the Work beyond the Phase 3 Commencement Date, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Work, furnish Landlord with an accurate architectural "as-built" plan of the Work as constructed (in CAD format), which plan shall be incorporated into this Exhibit B by this reference for all purposes. If Tenant requests any changes to the Work described in the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

7. **Definitions**. As used herein, a "**Project Delay Day**" shall mean each day of delay in the performance of the Work that occurs: (a) because of Landlord's or Tenant's, as applicable, failure to timely deliver or approve any required documentation such as the Working Drawings, (b) because Landlord or Tenant, as applicable, fails to timely furnish any information or deliver or approve any required documents such as the Working Drawings (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (c) because of any change to the Working Drawings, (d) because Tenant fails to attend any meeting with Landlord, the Architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, such as the Working Drawings, or in connection with the performance of the Work, because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, or (f) because Landlord or Tenant, as

applicable, its agents, employees, or contractors otherwise delay completion of the Work. As used herein "**Substantial Completion**", "**Substantially Completed**," and any derivations thereof mean the Work in Phase 3 is substantially completed (as reasonably determined by both the Landlord or Tenant, as applicable, and local municipality having jurisdiction over the review and approval of project and Work) in substantial accordance with the Working Drawings. Substantial Completion shall have occurred even though minor details of construction punch list items (list as reviewed and approved by Tenant), decoration, and mechanical adjustments (assuming it's suitable for occupancy and approved by City) remain to be completed by Landlord. For purposes of determining the date Base Rent and Additional Rent commence for Phase 3, the Work shall be deemed Substantially Completed on the date it would have been Substantially Completed absent any Project Delay Day attributable to Tenant as provided above.

8. **Walk-Through; Punchlist**. When Landlord considers the Work in Phase 3 to be Substantially Completed, Landlord will notify Tenant and within ten (10) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of Phase 3 and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing the Work to complete all punch list items within ten (10) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items.

9. **Excess Costs**. The entire cost of performing the Work (including design of the Work and preparation of the Working Drawings, costs of construction labor and materials, general contractor fees, permit and license fees (unless waived by City Ordinance), additional janitorial services, general tenant signage, related taxes and insurance costs, and costs of work orders and building engineer services required in connection with performance of the Work (all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. The Total Construction Costs shall include a fee payable to Landlord equal to [one and one-half percent (1-1/2%)] of the sum of the foregoing costs to compensate Landlord for Landlord's review of Tenant's Plan and supervision of the Work. Upon approval of the Working Drawings and selection of a contractor, Tenant shall promptly: (a) execute a work order agreement prepared by Landlord which identifies such drawings and itemizes the Total Construction Costs and sets forth the Construction Allowance, and (b) pay into a construction escrow reasonable acceptable to Landlord the amount by which Total Construction Costs exceed the Construction Allowance. In the event of default of payment of such excess costs, Landlord (in addition to all other remedies) shall have the same rights as for a Default by Tenant under the Lease.

10. **Construction Allowance**. Landlord shall provide to Tenant a construction allowance as follows: $1,931,640.00 (i.e., $120.00 per rentable square foot of Phase 3) (the "**Phase 3 Construction Allowance**"). The Phase 3 Construction Allowance shall be applied toward the Total Construction Costs, as adjusted for any changes to the Work, for Phase 3. The Phase 3 Construction Allowance shall not be disbursed to Tenant in cash but shall be applied by Landlord to the payment of the Total Construction Costs, if, as, and when the cost of the Work is actually incurred and paid by Landlord. The Phase 3 Construction

Allowance shall be applied to the Total Construction Costs prior to disbursement of the monies in the construction escrow described in Section 9 above. By written notice to Landlord at any time, Tenant may instead add some or all of the unused Phase 1 Rent Credit, Phase 2 Rent Credit and/or Construction Allowance (as such terms are defined in the Original Lease) to the Phase 3 Construction Allowance. [The landlord will also hold a percentage of the commission owed to JLL for additional monies for the construction of the space and those funds will be paid out with approval of the City of Chicago.]

11. **Construction Management**. Landlord or its Affiliate or agent shall supervise the Work, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Work, the Building and the Building's Systems.

12. **Construction Representatives**. Landlord's and Tenant's representatives for coordination of construction and approval of change orders will be as follows, provided that either party may change its representative upon written notice to the other:

Landlord's Representative: Hearn Construction Company
875 N. Michigan Avenue
Chicago, Illinois 60611

Tenant's Representative: Michelle Woods
Deputy Commissioner - Bureau of Asset Mgmt.
City of Chicago
Department of Assets, Information and Services
2 North LaSalle St., Suite 200
Chicago, Illinois 60602

13. **Miscellaneous**. To the extent not inconsistent with this Exhibit B the body of the Lease shall govern the performance of the Work and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

*(Sub)Exhibit "C".*
(To Third Amendment To Lease)

*Phase 3 Commencement Date Certificate.*

This Phase 3 Commencement Date Certificate is entered into as of the ____ day of _____, 20__ between North LaSalle Financial Associates LLC, a Delaware limited liability company ("Landlord") and _____ ("Tenant").

Landlord and Tenant entered into that certain Office Lease Agreement dated December 31, 2019, as amended by instruments dated December 15, 2020, and October 3, 2022 (the "Lease"), covering certain office space located at 2 North LaSalle Street, Chicago, Illinois 60602 ("Building").

Landlord and Tenant entered into a Third Amendment to Lease dated _____ (the "Third Amendment") to further amend the Lease, whereby Landlord leased to Tenant "Phase 3" in the Building, consisting of approximately 16,097 rentable square feet on the ninth floor of the Building.

Landlord and Tenant desire to confirm the Phase 3 Commencement Date described in the Third Amendment.

Agreement.

1) Confirmation Of Phase 3 Lease Commencement: Landlord and Tenant confirm that the Phase 3 Commencement Date is _____.

Notwithstanding that which is stated in the Third Amendment, Tenant shall pay Monthly Base Rent for Phase 3 as follows:

___/___/_____ - ___/___/_____ $_____ per month

___/___/_____ - ___/___/_____ $_____ per month

___/___/_____ - ___/___/_____ $_____ per month

___/___/_____ - ___/___/_____ $_____ per month

2) Acceptance Of Phase 3: Tenant covenants, acknowledges and agrees that is has inspected Phase 3 and agrees that except as set forth in a punchlist signed by Landlord and Tenant, Landlord has completed all of Landlord's Work related to Phase 3 in a good and workmanlike manner.

3) Effect Of Phase 3 Commencement Date Certificate: Except as expressly amended by this Phase 3 Commencement Date Certificate, all the terms, covenants and conditions of the Lease remain in full force and effect.

Landlord and Tenant have executed this Phase 3 Commencement Date Certificate as of the date written above.

Landlord:

North LaSalle Financial Associates LLC,
a Delaware limited liability company

By: HMKNL SPE LLC, a Delaware limited liability company, its managing member

By: HMKNL Holdings LLC, a Delaware limited liability company, its sole member

By: _____

Print Name: _____

Its: _____

Date: _____

Tenant:

_____,

a _____

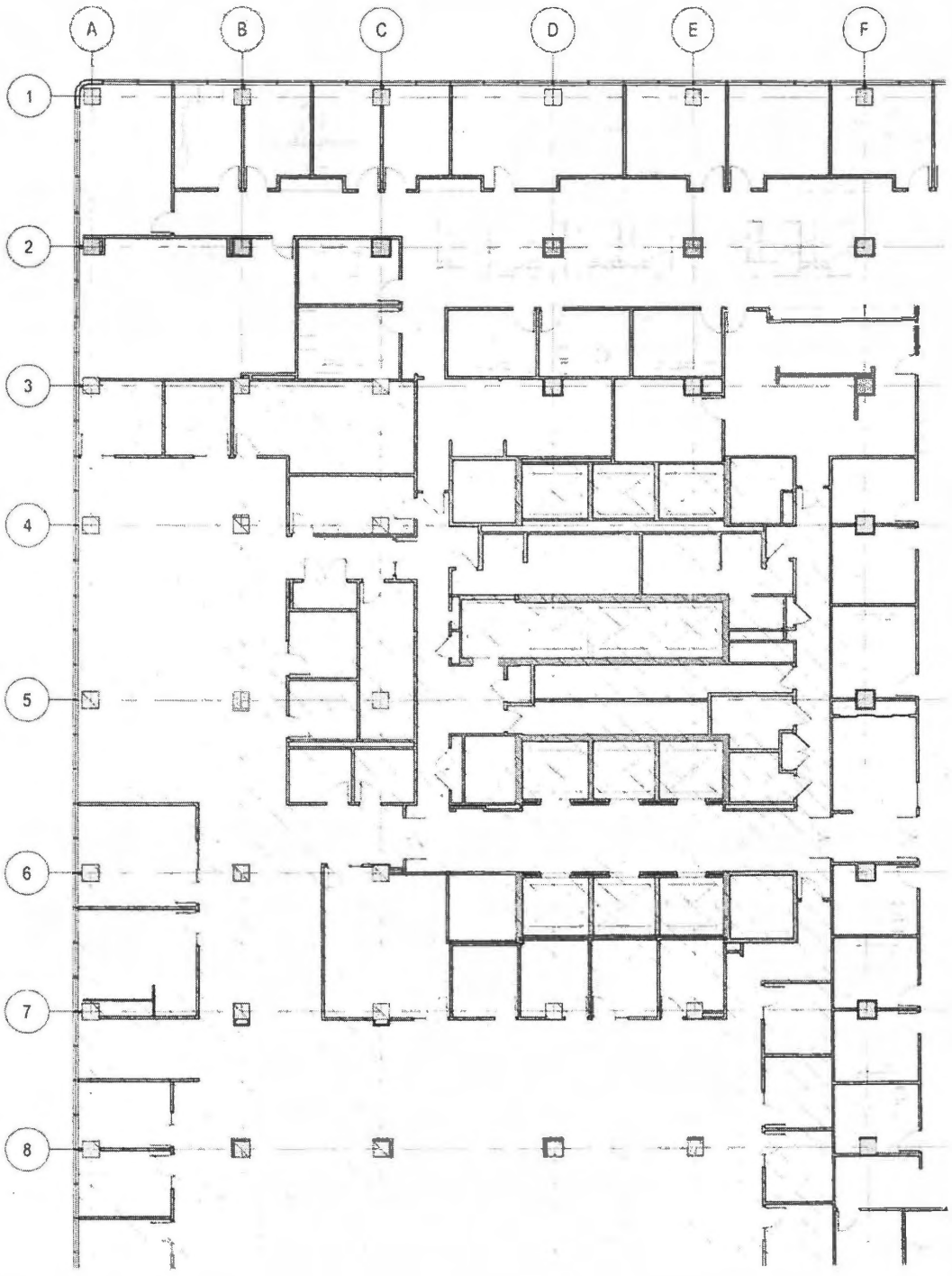
By: _____

Print Name: _____

Date: _____

*(Sub)Exhibit "A".*
(To Third Amendment To Lease)

*Phase 3.*



## COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

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CALL ON PRESIDENT BIDEN TO ISSUE WORK PERMITS TO BOTH NEW MIGRANTS AND LONG-TERM CONTRIBUTING MIGRANT WORKERS.

[SR2023-0005289]

The Committee on Immigrant and Refugee Rights submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Immigrant and Refugee Rights, having had under consideration a substitute resolution (SR2023-0005289) introduced by Alderperson Fuentes, concerning a call for the federal government to issue work permits to both new migrants and long-term contributing migrants, begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by Alderpersons Vasquez, Taylor, Dowell, Gutiérrez, Rodríguez, Fuentes, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Ramirez-Rosa, Manaa-Hoppenworth and Hadden on December 7, 2023, with no dissenting votes.

Respectfully submitted,

(Signed) ANDRE VASQUEZ,
*Chair.*

On motion of Alderperson Vasquez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

*Nays* -- Alderpersons Lopez, Moore -- 2.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The migrant crisis at the United States/Mexico border has proven that President Biden has the authority to expand parole and issue work permits in the interest of public safety and family unity; and

WHEREAS, Undocumented essential workers were on the front lines and died at higher rates than any other group during the pandemic have yet to receive respect for their sacrifice; and

WHEREAS, Two million undocumented were deported for the crime of working or driving while undocumented; and

WHEREAS, Thousands of green card veterans, many with disabilities and severe PTSD from war have been deported and live in exile and poverty with no legal process to return for their sacrifice; and

WHEREAS, There are five Illinois deported green card war veterans living in exile that are asking for assistance in obtaining pardons from Governor Pritzker and or private bill from Senator Tammy Duckworth and presidential pardons to return home; and

WHEREAS, The 11 million undocumented workers and the thousands of deported United States green card veterans have families here in the United States; and

WHEREAS, The rule in effect as of October 31, 2022, due to the ongoing court case, USCIS continues to process DACA renewals under the new rule but cannot process first-time applications leaving millions of youth in the shadows; and

WHEREAS, It is unrealistic that a bipartisan immigration reform bill will be approved with the current divisive congressional climate; and

WHEREAS, Amid a protracted stalemate in Congress over immigration, President Biden has opened a back door to allow hundreds of thousands of new immigrants into the country, significantly expanding the use of humanitarian parole programs for people escaping war and political turmoil around the world; and

WHEREAS, The Biden immigration measures, introduced over the past year to offer refuge to people fleeing Ukraine, Haiti, and Latin America, offering immigrants the opportunity to fly to the United States and quickly secure work authorization, provided they have a private sponsor to take responsibility for them; and

WHEREAS, As of mid-April, some 300,000 Ukrainians had arrived in the United States under various programs -- a number greater than all the people from around the world admitted through the official United States refugee program in the last five years; and

WHEREAS, By the end of 2023, about 360,000 Venezuelans, Cubans, Nicaraguans and Haitians are expected to gain admission through a similar private sponsorship initiative introduced in January to stem unauthorized crossings at the southern border -- more people were allowed in legally than were issued immigrant visas from these countries in the last 15 years combined; and

WHEREAS, Hundreds of millions of government dollars and privately raised millions are earmarked to assist refugees, to navigate their legal entry and parole status, for we are one family; and

WHEREAS, On the other hand, our families that have lived, worked and paid taxes for decades right here in the United States of America, and were promised legalization almost two decades ago, continue a life in the shadows with no legal process in sight; and

WHEREAS, President Biden has proved that a process of legalization is possible without an act of Congress through parole in place; and

WHEREAS, The current exclusion of long-term immigrants, many of whom have been here for decades and have United States citizen children and spouses, from these protections is inconsistent with the consensus of the people of the United States, who overwhelmingly support immigrants, value their immense contributions to our country, and support family unity; and

WHEREAS, On July 21, 2023, Congressman Jesus "Chuy" Garcia along with 38 other members of Congress, many of whom are members of the Congressional Hispanic Caucus, issued a letter to President Biden urging him to expand parole and work permits to both new migrants and long-term contributing immigrant workers including DACA-eligible, farm workers and essential workers; now, therefore,

*Be It Resolved*, That the Chicago City Council and Mayor Brandon Johnson demand that President Biden keep his promise by immediately offering those same programs of parole and grant parole in place to the 11 million living and working for decades here in the United States of America and the return of the millions deported and reunite them with their families here in the United States until Congress has the will and the votes for a true immigration reform by Congress; and

*Be It Further Resolved*, That the Chicago City Council approve this resolution in the October 2023 City Council assembly, and commit to deliver it in person by a delegation of council members to Washington, D.C. with affected families to make this demand directly to President Biden to free the 11 million from the shadows, reunite two million families, and bring our green card deported veterans home.

## COMMITTEE ON POLICE AND FIRE.

---

APPOINTMENT OF KYLE A. COOPER AS MEMBER OF POLICE BOARD.
[A2023-0005945]

The Committee on Police and Fire submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Police and Fire held a meeting on Tuesday, December 12, 2023 in person to consider the appointment of Kyle A. Cooper as a member of the Police Board (A2023-0005945), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the members of the committee present for roll call to determine quorum.

Respectfully submitted,

(Signed) CHRIS TALIAFERRO,
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Kyle A. Cooper as a member of the Police Board was *Approved* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

## COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

---

AMENDMENT OF VACATION OF PUBLIC ALLEYS IN AREA BOUNDED BY W. GEORGE ST., W. WOLFRAM ST., N. NORDICA AVE., AND N. SAYRE AVE. TO RELEASE DEVELOPER FROM USE RESTRICTIONS.

[SO2023-0005959]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance (SO2023-0005959) for an amendment of vacation of public alleys in the area bounded by West George Street, West Wolfram Street, North Nordica Avenue and North Sayre Avenue to release the Developer from the Use Restrictions. The property is located in the 29th Ward. This ordinance was referred to the committee on November 15, 2023.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, On July 15, 1924, the City Council of the City (the "City Council") passed that certain ordinance, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 3657 and 3658 (the "Vacation Ordinance"), a copy of which is attached hereto as Exhibit A, which provided for an alley vacation ("Vacation") of a portion of the east/west 16-foot public alley in the block bounded by West George Street, West Wolfram Street, North Nordica Avenue and North Sayre Avenue (such vacated alley portion, the "Subject Property") for Norwegian Lutheran Bethesda Home Association ("Norwegian Home"); and

WHEREAS, The Vacation Ordinance was recorded on September 8, 1924, with the Office of the Cook County Recorder of Deeds as Document Number 8580694; and

WHEREAS, The Subject Property is legally described in Exhibit B attached hereto; and

WHEREAS, The second paragraph of Section 2 of the Vacation Ordinance provided that the Vacation of the Subject Property is subject to the following (the "Use Restrictions"): "if any part of the alley herein vacated shall ever be used for other than educational, religious or charitable purposes, then the vacation herein provided for shall become null and void, and the ordinance shall be for naught held"; and

WHEREAS, Norwegian Home caused the Subject Property and certain adjacent property to be developed; and

WHEREAS, Norwegian Home has conveyed the Subject Property and certain property adjacent to the Subject Property to Nordica Property LLC, an Illinois limited liability company ("Developer"), pursuant to that certain Special Warranty Deed recorded on July 5, 2023 with the Cook County Clerk, Recordings Division, as Document Number 2318657033; and

WHEREAS, Developer has requested (under current CDOT File Number: 30-29-23-4042) a release of the Use Restrictions; and

WHEREAS, The City, upon due investigation and consideration, has determined that the public interest now warrants a release of the Use Restrictions in exchange for the payment of such appraised compensation which it deems to be equal to the benefits accruing to Developer because of the release of said Use Restrictions; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The recitals above are incorporated herein.

SECTION 2. The release of the Use Restrictions is hereby approved upon the express condition that within one hundred eighty (180) days after the passage of this ordinance Developer shall pay or cause to be paid to the City as compensation for the benefits which will accrue to Developer as a result of such release the amount of

One Hundred Forty Thousand Dollars ($140,000), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The release of the Use Restrictions herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance Developer shall file or cause to be filed with the Cook County Clerk, Recordings Division, a certified copy of this ordinance.

SECTION 4. The Commissioner of the Department of Transportation is hereby authorized to execute, subject to the approval of the Corporation Counsel, a "Release of Use Restrictions", in substantially the form attached as Exhibit C, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Release of Use Restrictions, with such changes, deletions and insertions as shall be approved by the persons executing the Release of Use Restrictions.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and publication.

Release of Use Restrictions
Approved Subject to Section 4:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) Chris Taliaferro
Alderperson, 29th Ward

CDOT File:

30-29-23-4042.

[Exhibit "A" referred to in this ordinance printed on pages 7799 and 7800 of this *Journal*.]

Exhibits "B" and "C" referred to in this ordinance read as follows:

*Exhibit "B".*
(To Ordinance)

Legal Description Of Subject Property:

All that part of the east and west sixteen (16)-foot public alley south of and adjoining the south line of Lots Three (3) and Four (4), and north of and adjoining the north line of Lots Twelve (12) and Thirteen (13) in John J. Rutherford's 3rd Addition to Mont Clare, being a subdivision in the west half (west ½) of the northwest quarter (northwest ¼) of Section Thirty (30), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian; said part of said alley being further described as the west one hundred ninety-seven point seventy-four (197.74) feet, more or less, of the east and west public alley in the block bounded by West George Street, West Wolfram Street, North Sayre Avenue and North Nordica Avenue.

Address:

The Subject Property is near 2833 North Nordica Avenue, Chicago, Illinois 60634.

Permanent Index Numbers:

13-30-130-001 (part); and

13-30-130-002 (part).

*Exhibit "C".*
(To Ordinance)

*Form Of Release Of Use Restrictions.*

City of Chicago, an Illinois municipal corporation ("City"), pursuant to a July 15, 1924 ordinance ("Vacation Ordinance"), which was recorded on September 8, 1924 with the Office of the Cook County Recorder of Deeds as Document Number 8580694, and is attached hereto as (Sub)Exhibit 1, provided for an alley vacation ("Vacation") of a portion of the east/west 16-foot-wide public alley in the block bounded by North Sayre Avenue, West George Street, West Wolfram Street and North Nordica Avenue ("Subject Property"), as legally described on (Sub)Exhibit 2 attached hereto.

The Vacation Ordinance conditioned the Vacation of the Subject Property upon the following (the "Use Restrictions"): "if any part of the alley herein vacated shall ever be used for other than educational, religious or charitable purposes, then the vacation herein provided for shall become null and void, and the ordinance shall be for naught held".

The City may release or abandon the Use Restrictions upon approval of the City Council, which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or abandonment.

The City, upon due investigation and consideration, has determined that the public interest now warrants a release of the Use Restrictions reserved in Section 2 of the Vacation Ordinance for the payment of such compensation which it deems to be equal to the benefits accruing to Nordica Property LLC, an Illinois limited liability company, because of such release of the Use Restrictions.

As such, the City hereby releases the Use Restrictions on the Subject Property.

In Witness Whereof, The City of Chicago has caused this instrument to be duly executed in its name and behalf, by the Acting Commissioner of the Department of Transportation, on or as of the _____ day of _____, 20__.

City of Chicago,
an Illinois municipal corporation

By: Thomas Carney
Acting Commissioner,
Department of Transportation

This Transfer Is Exempt Pursuant To The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45; And Section 3-33-060B Of The Chicago Transaction Tax Ordinance.

State of Illinois )
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Carney, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as the Acting Commissioner of the Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

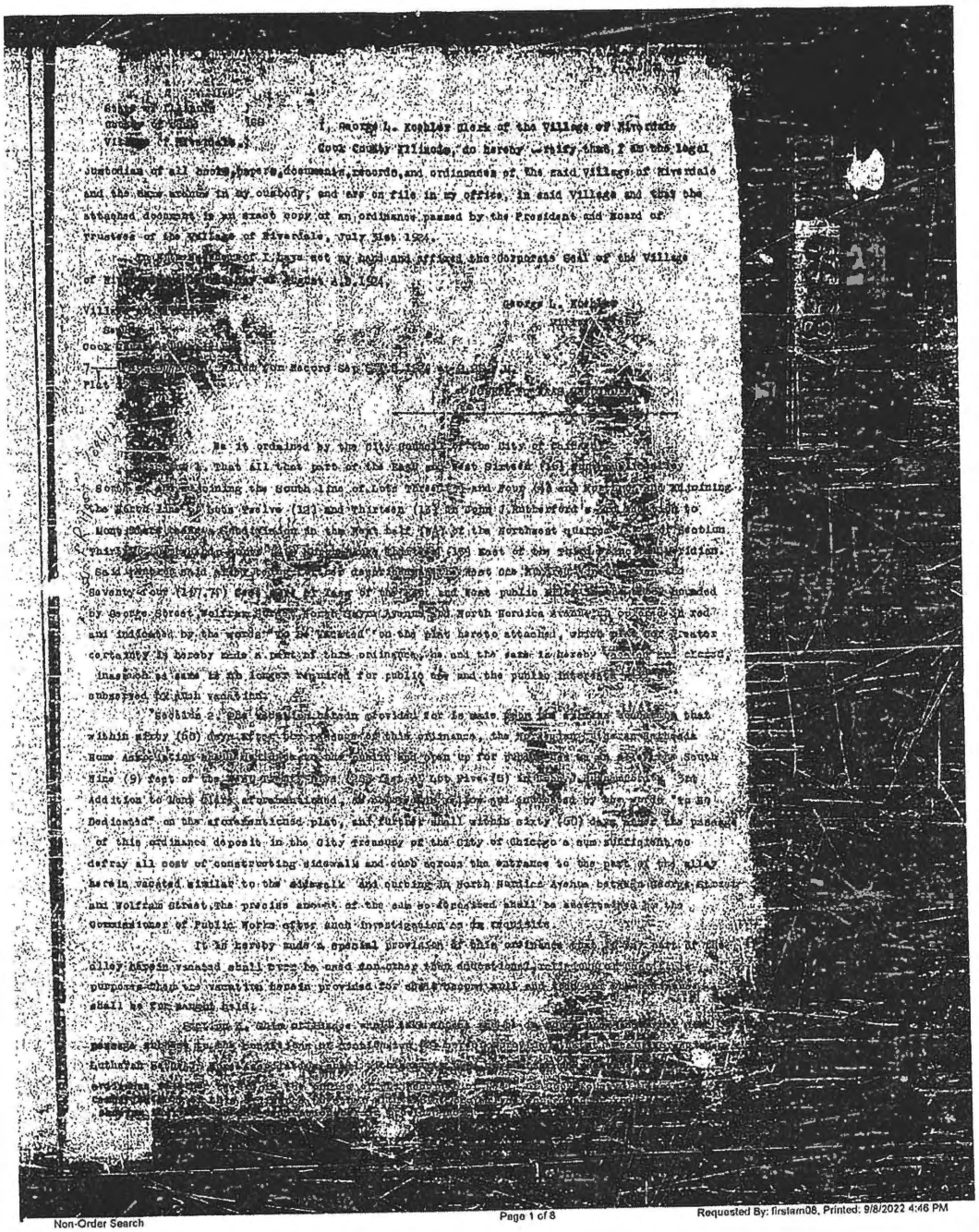
_____
Notary Public

[(Sub)Exhibit 2 referred to in this Release of Use Restrictions constitutes Exhibit "B" to ordinance printed on page 7789 of this *Journal*.]

(Sub)Exhibit 1 referred to in this Release of Use Restrictions reads as follows:

*(Sub)Exhibit 1.*
(To Release of Use Restrictions)

*September 8, 1924 Vacation Ordinance.*



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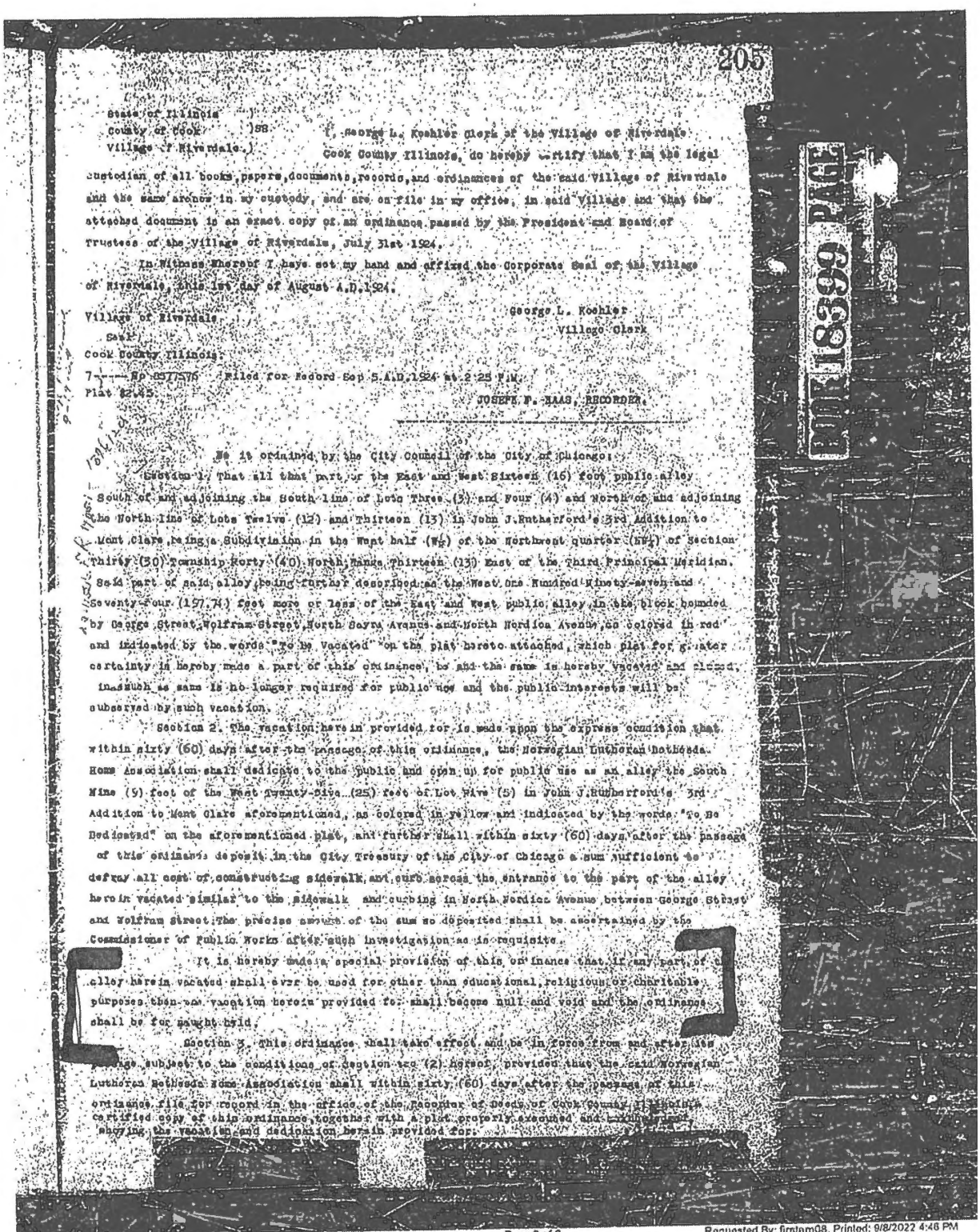

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BOOK 18399 PAGE

State of Illinois )
County of Cook )SS. I, George L. Koehler Clerk of the Village of Riverdale
Village of Riverdale.) Cook County Illinois, do hereby certify that I am the legal custodian of all books,papers,documents,records, and ordinances of the said Village of Riverdale and the same arehere in my custody, and are on file in my office, in said Village and that the attached document is an exact copy of an ordinance passed by the President and Board of Trustees of the Village of Riverdale, July 31st 1924.

In Witness Whereof I have set my hand and affixed the Corporate Seal of the Village of Riverdale, this 1st day of August A.D.1924.

Village of Riverdale. George L. Koehler
Seal Village Clerk
Cook County Illinois.

7----No 857576 Filed for Record Sep 5 A.D.1924 at 2 25 P.M.
Plat $2.45. JOSEPH F. HAAS, RECORDER.

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Be it ordained by the City Council of the City of Chicago:

Section 1. That all that part of the East and West Sixteen (16) foot public alley South of and adjoining the South line of Lots Three (3) and Four (4) and North of and adjoining the North line of Lots Twelve (12) and Thirteen (13) in John J.Rutherford's 3rd Addition to Mont Clare being a Subdivision in the West half (W½) of the Northwest quarter (NW¼) of Section Thirty (30) Township Forty (40) North,Range Thirteen (13) East of the Third Principal Meridian. Said part of said alley,being further described as the West One Hundred Ninety-seven and Seventy-four (197.74) feet more or less of the East and West public alley in the block bounded by George Street,Wolfram Street,North Serra Avenue and North Nordica Avenue,as colored in red and indicated by the words "To be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as same is no longer required for public use and the public interests will be subserved by such vacation.

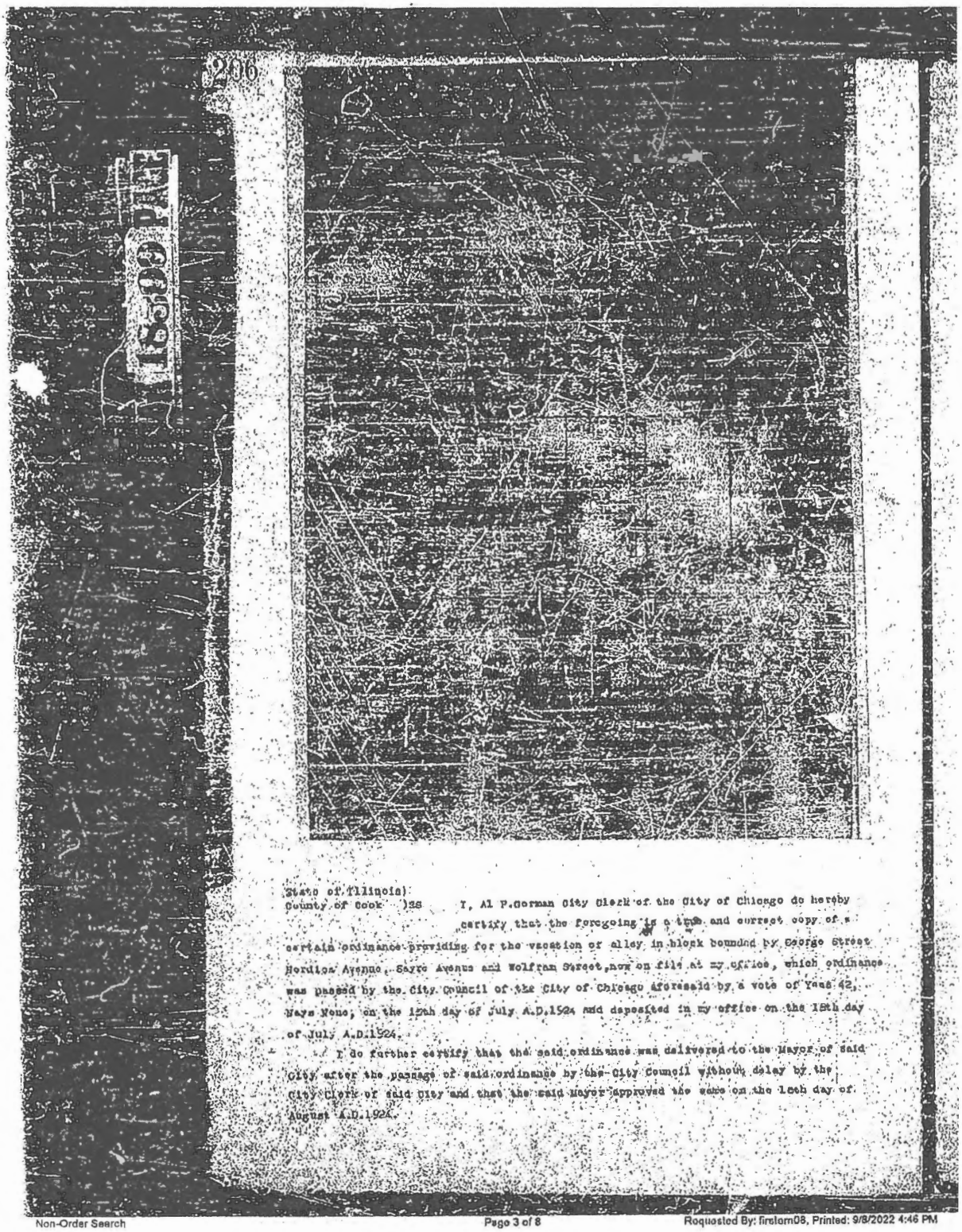
Section 2. The vacation herein provided for is made upon the express condition that within sixty (60) days after the passage of this ordinance, the Norwegian Lutheran Bethesda Home Association shall dedicate to the public and open up for public use as an alley the South Nine (9) feet of the West Twenty-five (25) feet of Lot Five (5) in John J.Rutherford's 3rd Addition to Mont Clare aforementioned, as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned plat, and further shall within sixty (60) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all cost of constructing sidewalk and curb across the entrance to the part of the alley herein vacated similar to the sidewalk and curbing in North Nordica Avenue between George Street and Wolfram Street.The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

It is hereby made a special provision of this ordinance that if any part of the alley herein vacated shall ever be used for other than educational,religious or charitable purposes then no vacation herein provided for shall become null and void and the ordinance shall be for naught held.

Section 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section two (2) hereof, provided that the said Norwegian Lutheran Bethesda Home Association shall within sixty (60) days after the passage of this ordinance file for record in the office of the Recorder of Deeds of Cook County,Illinois, a certified copy of this ordinance,together with a plat properly executed and [illegible] showing the vacation and dedication herein provided for.



Non-Order Search
Doc: 8580594
Requested By: firstam08, Printed: 9/8/2022 4:46 PM



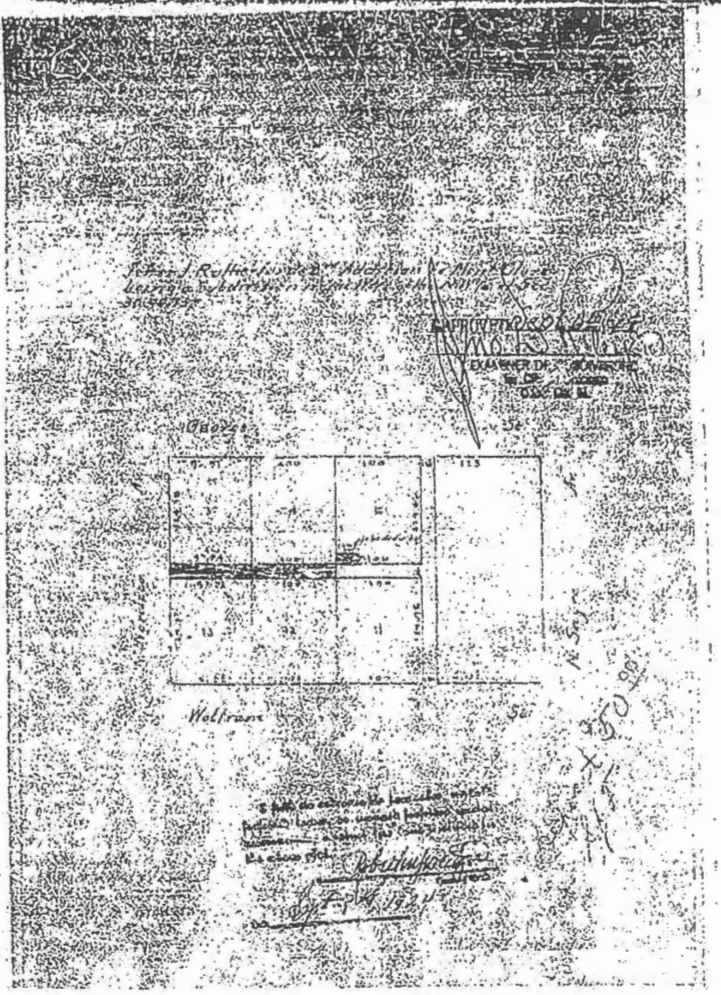
206

State of Illinois)
County of Cook )SS I, Al P.Gorman City Clerk of the City of Chicago do hereby certify that the foregoing is a true and correct copy of a certain ordinance providing for the vacation of alley in block bounded by George Street Hordion Avenue, Sarre Avenue and Wolfram Street, now on file at my office, which ordinance was passed by the City Council of the City of Chicago aforesaid by a vote of Yeas 42, Nays None, on the 12th day of July A.D.1924 and deposited in my office on the 18th day of July A.D.1924.

I do further certify that the said ordinance was delivered to the Mayor of said City after the passage of said ordinance by the City Council without delay by the City Clerk of said City and that the said Mayor approved the same on the 16th day of August A.D.1924.

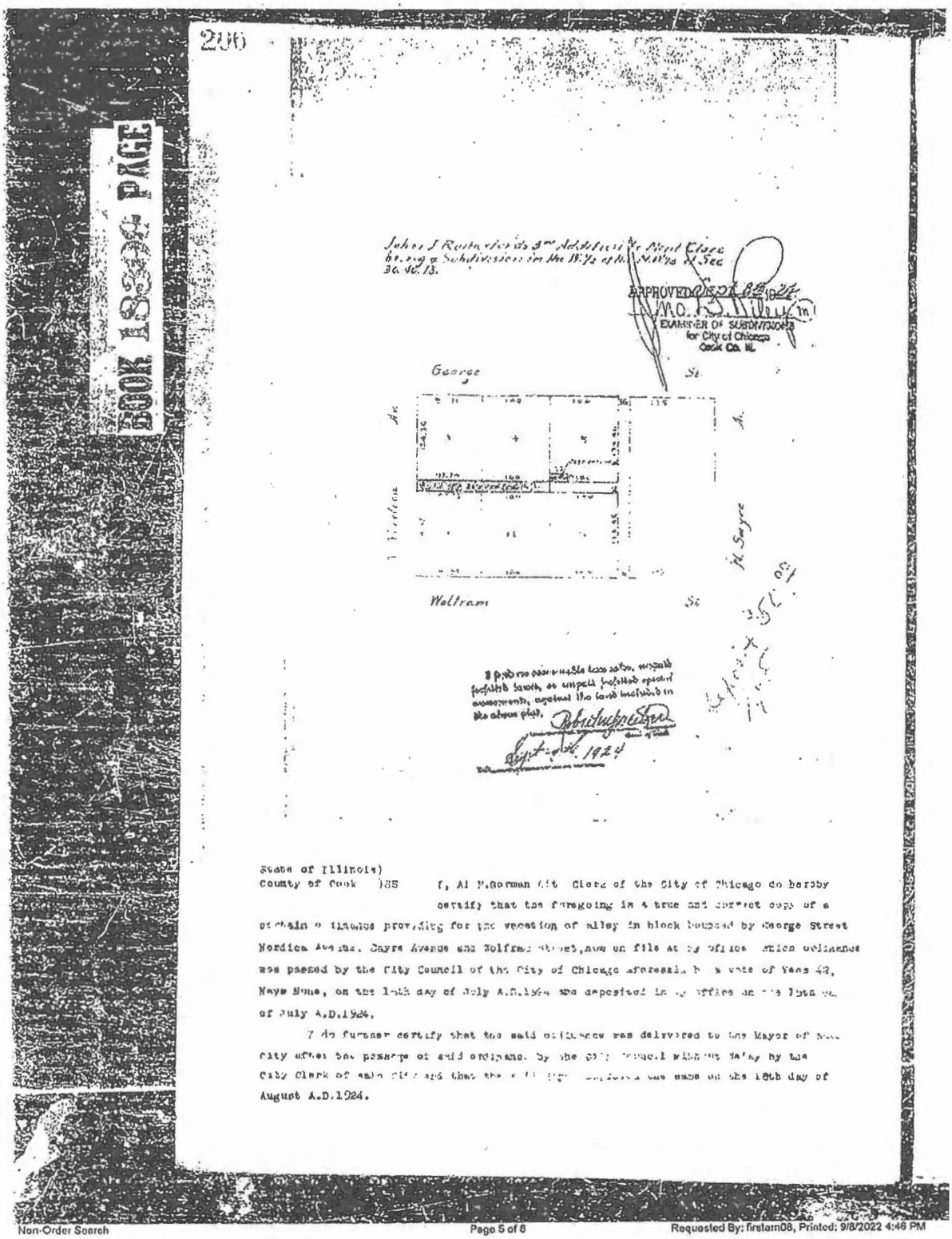
206

BOOK 18698 PAGE




State of Illinois)
County of Cook )SS I, Al F.Gorman City Clerk of the City of Chicago do hereby certify that the foregoing is a true and correct copy of a certain ordinance providing for the vacation of alley in block bounded by George Street Nordica Avenue, Sayre Avenue and Wolfram Street,now on file at my office, which ordinance was passed by the City Council of the City of Chicago aforesaid by a vote of Yeas 42, Nays None, on the 15th day of July A.D.1924 and deposited in my office on the 15th day of July A.D.1924.

I do further certify that the said ordinance was delivered to the Mayor of said City after the passage of said ordinance by the City Council without delay by the City Clerk of said City and that the said Mayor approved the same on the 15th day of August A.D.1924.

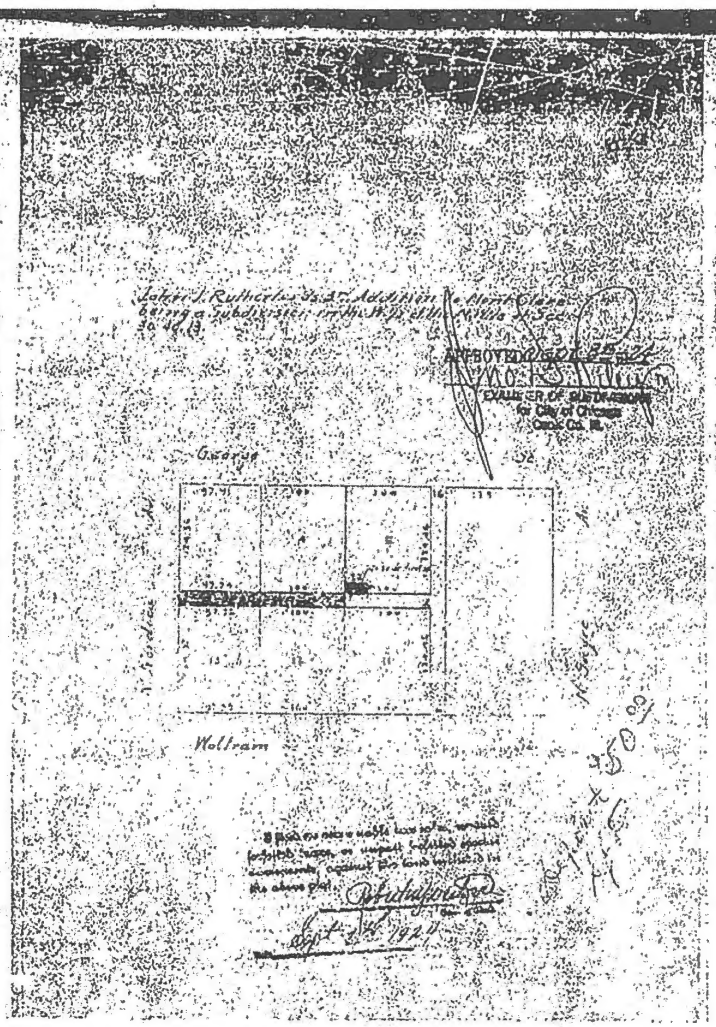



State of Illinois)
County of Cook ) SS I, Al F.Gorman City Clerk of the City of Chicago do hereby certify that the foregoing is a true and correct copy of an ordinance providing for the vacation of alley in block bounded by George Street Nordica Avenue, Boyne Avenue and Wolfram Street, now on file at my office which ordinance was passed by the City Council of the City of Chicago aforesaid by a vote of Yeas 42, Nays None, on the 16th day of July A.D.1924 and deposited in my office on the 16th day of July A.D.1924.

I do further certify that the said ordinance was delivered to the Mayor of said City after the passage of said ordinance by the City Council without delay by the City Clerk of said City and that the said Mayor approved the same on the 18th day of August A.D.1924.

206

BOOK 18899 PAGE

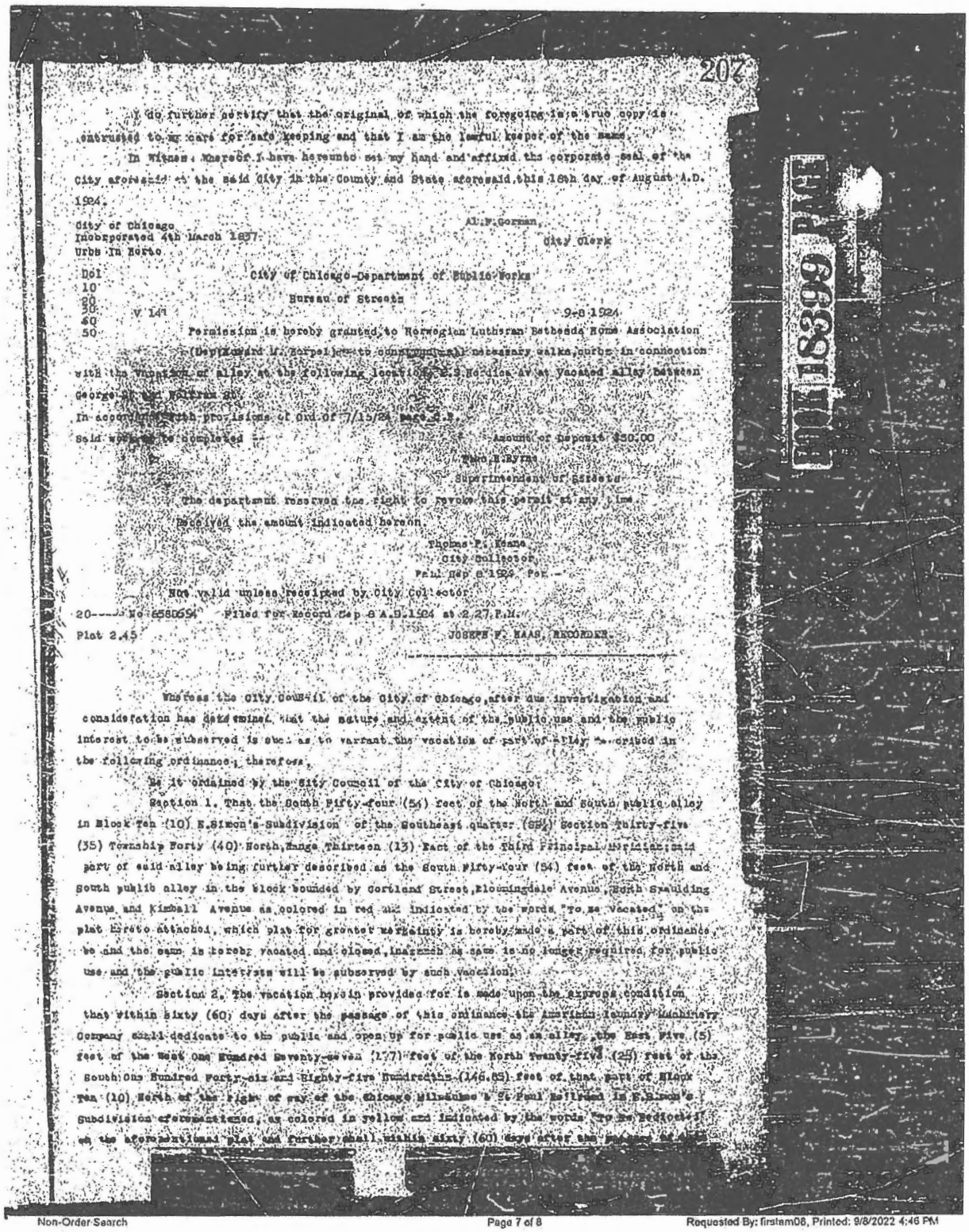



State of Illinois)
County of Cook )SS I, Al P.Gorman City Clerk of the City of Chicago do hereby certify that the foregoing is a true and correct copy of a certain ordinance providing for the vacation of alley in block bounded by George Street Nordica Avenue, Cayre Avenue and Wolfram Street,now on file at my office. which ordinance was passed by the City Council of the City of Chicago aforesaid by a vote of Yeas 42, Nays None, on the 15th day of July A.D.1924 and deposited in my office on the 15th day of July A.D.1924.

I do further certify that the said ordinance was delivered to the Mayor of said City after the passage of said ordinance by the City Council without delay by the City Clerk of said City and that the said Mayor approved the same on the 16th day of August A.D.1924.

Non-Order Search
Doc: 8580694

Requested By: firstam08, Printed: 9/8/2022 4:46 PM



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BOOK 18309 PAGE 66681

I do further certify that the original of which the foregoing is a true copy is entrusted to my care for safe keeping and that I am the lawful keeper of the same.

In Witness Whereof I have hereunto set my hand and affixed the corporate seal of the City aforesaid at the said City in the County and State aforesaid, this 16th day of August A.D. 1924.

City of Chicago
Incorporated 4th March 1837.
Urbs In Horto

Al. F. Gorman,
City Clerk

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City of Chicago-Department of Public Works
Bureau of Streets

9-8 1924

Permission is hereby granted to Norwegian Lutheran Bethesda Home Association (Deplewand M. Korpel) to construct all necessary walks, curbs in connection with the vacation of alley at the following location: S.S. No-lica Ave. Vacated Alley Between George St. and Belmont Ave.

In accordance with provisions of Ord. of 7/15/24 page 2.3.

Said work to be completed --

Amount of Deposit $50.00

Thos. E. Byrne
Superintendent of Streets

The department reserves the right to revoke this permit at any time.

Received the amount indicated hereon.

Thomas F. Keane
City Collector

Paid Sep 8 1924 For --

Not valid unless receipted by City Collector.

20---- No 6580694 Filed for Record Sep 8 A.D. 1924 at 2.27 P.M.

Plat 2.45

JOSEPH F. HAAS, RECORDER.

---

Whereas the City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of alley hereinafter described in the following ordinance, therefore,

Be it ordained by the City Council of the City of Chicago:

Section 1. That the South Fifty-four (54) feet of the North and South public alley in Block Ten (10) E. Simon's Subdivision of the Southeast quarter (SE¼) Section Thirty-five (35) Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian; said part of said alley being further described as the South Fifty-four (54) feet of the North and South public alley in the block bounded by Cortland Street, Bloomingdale Avenue, North Spaulding Avenue and Kimball Avenue as colored in red and indicated by the words "To be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as same is no longer required for public use and the public interests will be subserved by such vacation.

Section 2. The vacation herein provided for is made upon the express condition that within sixty (60) days after the passage of this ordinance the American Laundry Machinery Company shall dedicate to the public and open up for public use as an alley, the East Five (5) feet of the West One Hundred Seventy-seven (177) feet of the North Twenty-five (25) feet of the South One Hundred Forty-six and Eighty-five Hundredths (146.85) feet of that part of Block Ten (10) North of the right of way of the Chicago Milwaukee & St. Paul Railroad in E. Simon's Subdivision aforementioned, as colored in yellow and indicated by the words "To be Dedicated" on the aforementioned plat and further shall within sixty (60) days after the passage of

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I do further certify that the original of which the foregoing is a true copy is entrusted to my care for safe keeping and that I am the lawful keeper of the same.

In Witness Whereof I have hereunto set my hand and affixed the corporate seal of the City aforesaid at the said City in the County and State aforesaid this 18th day of August A.D. 1924.

City of Chicago
Incorporated 4th March 1837
Urbs In Horto

Al.F.Gorman,
City Clerk

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City of Chicago-Department of Public Works
Bureau of Streets

V 141 9-8 1924

Permission is hereby granted, to Norwegian Lutheran Bethesda Home Association (Dep;Howard M. Harpel) to construct all necessary walks, curbs in connection with the vacation of alley at the following location; E.S.Nordica Av. at Vacated alley between George St. and Wolfram St.

In accordance with provisions of Ord Of 7/15/24 page C.P. -

Said work to be completed -- Amount of Deposit $50.00

Thos.H.Byrne
Superintendent of Streets

The department reserves the right to revoke this permit at any time.

Received the amount indicated hereon.

Thomas P. Keane
City Collector
Paid Sep 8 1924 Per -

Not valid unless receipted by City Collector

20------ No 8580694 Filed for Record Sep 8 A.D.1924 at 2 27 P.M.

Plat 2.45 JOSEPH F. HAAS, RECORDER.

---

Whereas the City Council of the City of Chicago, after due investigation and consideration has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of alley described in the following ordinance; therefore,

Be it ordained by the City Council of the City of Chicago;

Section 1. That the South Fifty-four (54) feet of the North and South public alley in Block Ten (10) E.Simon's Subdivision of the Southeast quarter (SE¼) Section Thirty-five (35) Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian; said part of said alley being further described as the South Fifty-four (54) feet of the North and South public alley in the block bounded by Cortland Street, Bloomingdale Avenue, North Spaulding Avenue and Kimball Avenue as colored in red and indicated by the words "To be Vacated" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as same is no longer required for public use and the public interests will be subserved by such vacation.

Section 2. The vacation herein provided for is made upon the express condition that within sixty (60) days after the passage of this ordinance the American Laundry Machinery Company shall dedicate to the public and open up for public use as an alley, the East Five (5) feet of the West One Hundred Seventy-seven (177) feet of the North Twenty-five (25) feet of the South One Hundred Forty-six and Eighty-five Hundredths (146.85) feet of that part of Block Ten (10) North of the right of way of the Chicago Milwaukee & St Paul Railroad in E.Simon's Subdivision aforementioned, as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned plat and further shall within sixty (60) days after the passage of this

BOOK 18399 PAGE

*Exhibit "A".*
(To Ordinance)

*September 8, 1924 Ordinance.*



**Paving and Improving of Wabansia Av. from N. Cicero Av. to N. Lamon Av.**

The Board of Local Improvements submitted a recommendation, estimate and ordinance for paving and improving with concrete Wabansia avenue from North Cicero avenue to North Lamon avenue.

By unanimous consent, on motion of Alderman Mills, said estimate was approved and said ordinance was passed, by yeas and nays as follows:

*Yeas*—Coughlin, Anderson, Schwartz, Eaton, Guernsey, Woodhull, Meyering, Govier, Cross, Hogan, Kunstmann, O'Toole, Byrne, Lyle, McKinlay, Fick, D. A. Horan, Cepak, Kostner, Arvey, Bowers, Touhy, Maypole, A. J. Horan, Clark, Adamkewicz, Smith, Petlak, Kaindl, Seif, Sievers, Mills, Adamowski, Tomczak, Bowler, Wallace, Brieske, Nelson, Klinke, Link, Frankhauser, Pontow—42.

*Nays*—None.

## THIRTY-EIGHTH WARD.

Alderman Adamowski presented the following orders:

**Brunhild Bros.: Sign.**

*Ordered*, That the Commissioner of Compensation be and he is hereby directed to issue a permit to Brunhild Brothers to erect and maintain a wooden sign, 2 feet 6 inches by 10 feet, to project from the building over the sidewalk adjoining the premises known as No. 2810 Fullerton avenue.

**Frederick J. C. Deltmer: Driveways.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to Frederick J. C. Deltmer to construct and maintain two driveways, not more than sixteen feet in width, in front of the premises known as Nos. 2510-2518 Linden place; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

**J. G. Deynzer: Driveways.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to J. G. Deynzer to construct and maintain three driveways, each twenty feet in width, at the northwest corner of Elston and North Western avenues, one driveway on the North Western avenue side and two driveways on the Elston avenue side; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

**George K. Fridrich: Frame Auto-shed.**

*Ordered*, That the Commissioner of Buildings be and he is hereby directed to allow George K. Fridrich to maintain, as at present erected, a frame auto-shed, located on the rear of the premises known as No. 2730 Francis place.

**Revocation of Permits and Licenses for Operation of a Filling Station at Nos. 2705-2707 Fullerton Av.**

WHEREAS, A permit was issued to erect and operate a gasoline filling station at the premises known as Nos. 2705-2707 Fullerton avenue, otherwise known as the southeast corner of Cromwell street and Fullerton avenue; and

WHEREAS, Said permit was issued as a result of misrepresentations concerning signatures on the frontage-consent petition of property-owners adjoining the premises; and

WHEREAS, The majority of the property-owners, business men and residents of the district in question are opposed to the establishment and operation of a gasoline filling station at this location; therefore, be it

*Ordered*, That the Commissioner of Buildings, the City Collector and the Chief of the Bureau of Fire Prevention and Public Safety, be and they are hereby directed to revoke all permits and licenses heretofore issued to operate and maintain a filling station at Nos. 2705-2707 Fullerton avenue.

In connection with the foregoing order, on motion of Alderman Adamowski, the Corporation Counsel was directed to make an investigation of the frontage-consent petition of property-owners therein mentioned with a view to criminal action thereon.

**Joseph Rusnak: Driveway.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to Joseph Rusnak to construct and maintain a driveway, not more than sixteen feet in width, in front of the premises known as No. 2911 North Western avenue; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

Unanimous consent was given to permit action on said orders without reference thereof to a committee.

Alderman Adamowski moved to pass said orders.

The motion prevailed.

**Claims of Miss Jeanne De La Vega and Wm. Gielow.**

Alderman Adamowski presented a claim of Miss Jeanne De La Vega for a rebate of water rates, and a claim of William Gielow for salary, which were

Referred to the Committee on Finance.

## THIRTY-NINTH WARD.

Alderman Tomczak presented the following ordinance:

**Vacation of Part of an Alley in the Block Bounded by George St., N. Nordica Av., N. Sayre Av. and Wolfram St.**

*Be it ordained by the City Council of the City of Chicago:*

SECTION 1. That all that part of the east-and-

west sixteen (16) foot public alley south of and adjoining the south line of Lots three (3) and four (4) and north of and adjoining the north line of Lots twelve (12) and thirteen (13) in John J. Rutherford's 3rd Addition to Mont Clare, being a subdivision in the west half (W. ½) of the northwest quarter (N. W. ¼) of Section thirty (30), Township forty (40) North, Range thirteen (13), East of the Third Principal Meridian; said part of said alley being further described as the west one hundred ninety-seven and seventy-four (197.74) feet more or less of the east-and-west public alley in the block bounded by George street, Wolfram street, North Sayre avenue and North Nordica avenue, as colored in red and indicated by the words "TO BE VACATED" on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed inasmuch as same is no longer required for public use and the public interests will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within sixty (60) days after the passage of this ordinance, the Norwegian Lutheran Bethesda Home Association shall dedicate to the public and open up for public use as an alley the south nine (9) feet of the west twenty-five (25) feet of Lot five (5) in John J. Rutherford's 3rd Addition to Mont Clare aforementioned, as colored in yellow and indicated by the words "TO BE DEDICATED" on the aforementioned plat, and further shall within sixty (60) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all cost of constructing sidewalk and curb across the entrance to the part of the alley herein vacated, similar to the sidewalk and curbing in North Nordica avenue between George street and Wolfram street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

It is hereby made a special provision of this ordinance that if any part of the alley herein vacated shall ever be used for other than educational, religious or charitable purposes, then the vacation herein provided for shall become null and void, and the ordinance shall be for naught held.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section two (2) hereof, provided that the said Norwegian Lutheran Bethesda Home Association shall within sixty (60) days after the passage of this ordinance file for record in the office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a plat properly executed and acknowledged showing the vacation and dedication herein provided for.

Unanimous consent was given to permit action on said ordinance without reference thereof to a committee.

Alderman Tomczak moved to pass said ordinance.

The motion prevailed, by yeas and nays as follows:

*Yeas*—Coughlin, Anderson, Schwartz, Eaton, Guernsey, Woodhull, Meyering, Govier, Cross, Hogan, Kunstmann, O'Toole, Byrne, Lyle, McKinlay, Fick, D. A. Horan, Cepak, Kostner, Arvey, Powers, Touhy, Maypole, A. J. Horan, Clark, Adamkewicz, Smith, Petlak, Kuindl, Seif, Sievers, Mills, Adamowski, Tomczak, Bowler, Wallace, Brieske, Nelson, Klinke, Link, Frankhauser, Ponlow—42.

*Nays*—None.

Alderman Tomczak presented the following orders:

**Almira Iron Works: Driveways.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to the Almira Iron Works for two 16-foot driveways to be constructed at Nos. 4020-4024 Schubert avenue; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

**Anderson Bros.: Sign.**

*Ordered*, That the Commissioner of Compensation be and he is hereby directed to issue a permit to Anderson Bros. to erect and maintain a wooden sign, 3 feet by 8 feet, to project over the sidewalk, in front of the premises known as No. 2650 North Kedzie avenue.

**F. J. Brandell: Maintenance of a Building.**

*Ordered*, That the Commissioner of Buildings be and he is hereby directed to issue a permit to F. J. Brandell to maintain the building known as No. 2716 North Austin avenue, as at present constructed.

**M. Brandell: Maintenance of a Building.**

*Ordered*, That the Commissioner of Buildings be and he is hereby directed to issue a permit to M. Brandell to maintain the building known as No. 2720 North Austin avenue, as at present constructed.

**Sidney Brandell: Maintenance of a Building.**

*Ordered*, That the Commissioner of Buildings be and he is hereby directed to issue a permit to Sidney Brandell to maintain the building known as No. 2722 North Austin avenue, as at present constructed.

**Lewis Bumberg: Driveway.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to Lewis Bumberg, No. 3252 Milwaukee avenue, for a 16-foot driveway; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

**Knute Dahlen: Driveway.**

*Ordered*, That the Commissioner of Public Works be and he is hereby directed to issue a permit to Knute Dahlen to construct and maintain a driveway, not more than sixteen feet in width, in front of the premises known as Nos. 3743-3745 Belmont avenue; said permit to be issued and the work therein authorized to be done in accordance with the ordinances of the City of Chicago governing the construction and maintenance of driveways.

## APPROVAL OF PLAT OF ENCUENTRO SQUARE RESUBDIVISION.

[O2023-0005908]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a subdivision to Encuentro Square Resubdivision in the area bounded by West Cortland Street, West Bloomingdale Avenue, North Ridgeway Avenue, and approximately North Avers Avenue. This property is located in the 26th Ward. This ordinance was referred to the committee on November 15, 2023.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Acting Commissioner of the Department of Transportation, or any of his designees, is each hereby authorized and directed to approve a proposed Encuentro Square Resubdivision, being a resubdivision of certain lots owned by Encuentro Square I, an Illinois limited partnership, Encuentro Square II, an Illinois limited partnership (together the "Developer"), and the City of Chicago acting by and through its Department of Planning and Development, in the block bounded by West Cortland Street, West Bloomingdale Avenue, North Ridgeway Avenue, and approximately North Avers Avenue, as legally described in the attached plat (Exhibit A, CDOT File: 35-26-22-4032) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, a certified copy of this ordinance, together with the full-sized corresponding plat approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 3. The resubdivision herein provided for also is made under the express condition that the Developer, and its successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the subdivision.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The resubdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

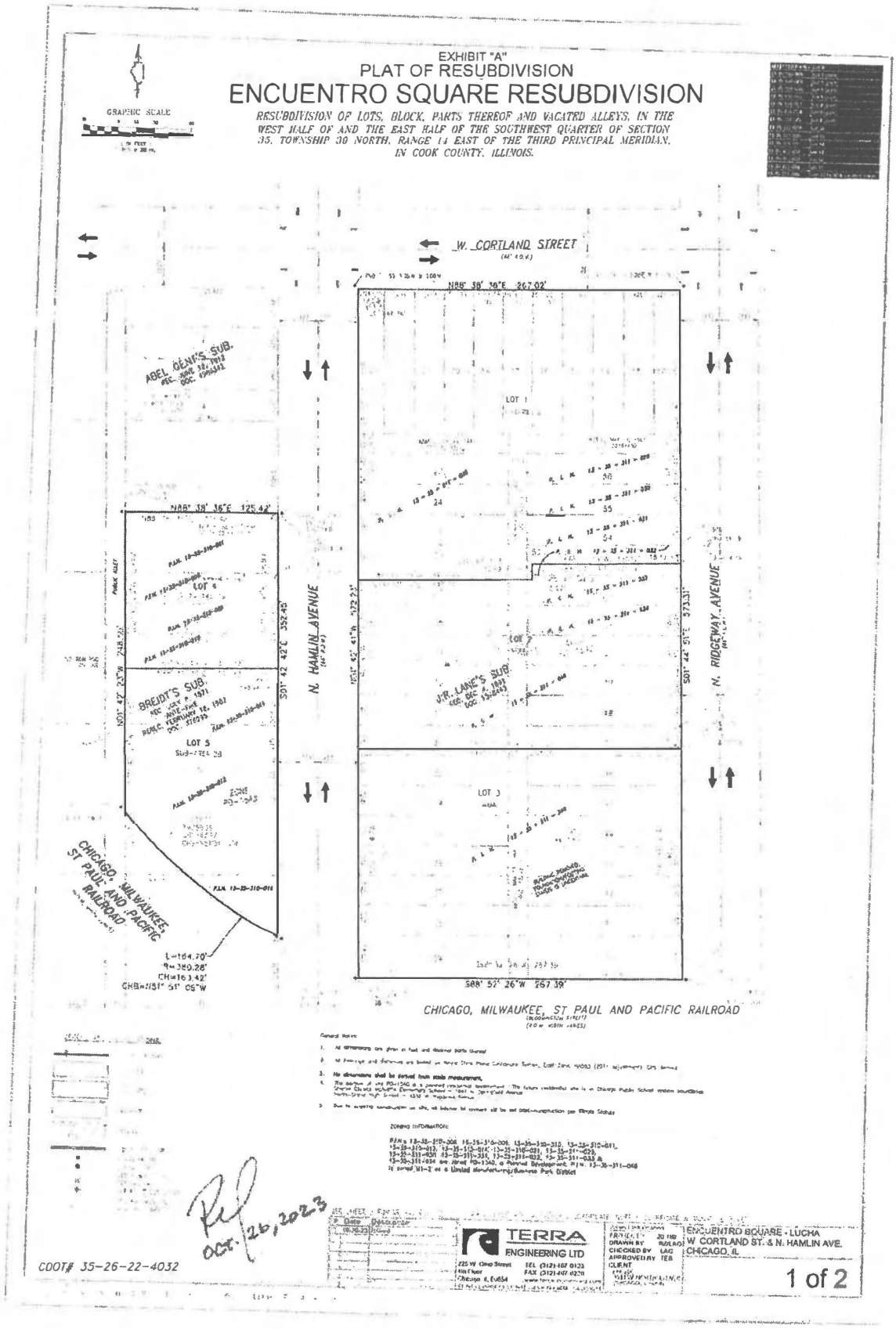
Introduced By:

(Signed) Jessica Fuentes
Alderperson, 26th Ward

CDOT File:

35-26-22-4032.

[Exhibit "A" referred to in this ordinance
printed on pages 7803 and 7804
of this *Journal*.]




Rec'd Oct. 26, 2023

EXHIBIT "A"

PLAT OF RESUBDIVISION

# ENCUENTRO SQUARE RESUBDIVISION

*RESUBDIVISION OF LOTS, BLOCK, PARTS THEREOF AND VACATED ALLEYS, IN THE WEST HALF OF AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

LEGAL DESCRIPTION

ALL OF LOTS 43 THROUGH 56 AND THE NORTH-SOUTH AND EAST-WEST 16 FOOT WIDE VACATED ALLEYS, CREATED BY ORDINANCE RECORDED OCTOBER 16, 1911 AS DOCUMENT NUMBER 4779380, ORDINANCE RECORDED MAY 31, 1966 AS DOCUMENT NUMBER 19393388 AND ORDINANCE RECORDED MAY 11, 1967 AS DOCUMENT NUMBER 20481552, ALL INCLUSIVE, IN J.B. LANE'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RECORDED DECEMBER 2, 1959 AS DOCUMENT NUMBER 1578443.

TOGETHER WITH

THE SOUTH 50 FEET OF LOT 9, LOT 3 AND THAT PART OF LOTS 2 AND 6 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, ALL INCLUSIVE, IN BLOCK 4 OF BREESE'S SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 AFORESAID, RECORDED JULY 8, 1891, AND RE-FILE AND RERECORDED FEBRUARY 18, 1982 AS DOCUMENT NUMBER 3162985, ALL IN COOK COUNTY, ILLINOIS.

CONTAINING, IN AGGREGATE, 191,698 SQUARE FEET, OR 4.401 ACRES, MORE OR LESS.

OWNERS CERTIFICATE

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

City of Chicago, a municipal corporation of Illinois hereby certifies that it is the owner of the property embraced herein, and no other person has caused said property to be surveyed for the purpose of subdividing, or dedicating or offering for public street(s)/alley(s) or ways and platted or plat hereon in address thereof said City of Chicago, a municipal corporation of Illinois has caused this certificate to be signed by its duly authorized managers member on its behalf on this

_____ day of _____ A.D. 20 ____

By: _____
PATRICK MURPHEY,
ACTING COMMISSIONER, DEPARTMENT OF PLANNING AND DEVELOPMENT

NOTARY CERTIFICATE
STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, ARE PERSONALLY KNOWN TO ME TO BE SO SUCH OFFICIAL, REQUIRED BEFORE ME THIS DAY IN PERSON AND SEVERALLY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF _____, A.D., 20 ____

NOTARY PUBLIC _____

CHICAGO DEPARTMENT OF FINANCE

CHICAGO DEPARTMENT OF TRANSPORTATION

COOK COUNTY

1ST OWNER SIGNATURE BLOCK:

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

ENCUENTRO SQUARE I LP, AN ILLINOIS LIMITED PARTNERSHIP, HEREBY CERTIFIES THAT IT IS THE OWNER OF INTEREST IN THE PROPERTY DESCRIBED AND PLATTED ON THE PLAT AS THE AREA TO BE SUBDIVIDED, AND AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED FOR THE PURPOSE OF SUBDIVIDING, IN WITNESS THEREOF SAID ENCUENTRO SQUARE I LP, AN ILLINOIS LIMITED PARTNERSHIP, HAS CAUSED IT'S NAME TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON THIS

the_____Day of_____ 2023

By: Encuentro Square I GP LLC,
an Illinois limited liability company,
its general partner

By
Name: David Block
Title: Manager

1ST OWNER NOTARY BLOCK:

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID BLOCK, PERSONALLY KNOWN TO ME TO BE THE MANAGER OF ENCUENTRO SQUARE I GP LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, THE GENERAL PARTNER OF ENCUENTRO SQUARE I LP, AN ILLINOIS LIMITED PARTNERSHIP, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH MANAGER, HE SIGNED AND DELIVERED THE SAID INSTRUMENT PURSUANT TO AUTHORITY GIVEN BY THE MEMBERS OF THE COMPANY AS THE FREE AND VOLUNTARY ACT AND DEED OF THE COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____ 2023

(SEAL) _____ NOTARY

PUBLIC

2ND OWNER SIGNATURE BLOCK:

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

ENCUENTRO SQUARE II LP, AN ILLINOIS LIMITED PARTNERSHIP, HEREBY CERTIFIES THAT IT IS THE OWNER OF INTEREST IN THE PROPERTY DESCRIBED AND PLATTED ON THE PLAT AS THE AREA TO BE SUBDIVIDED, AND AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED FOR THE PURPOSE OF SUBDIVIDING, IN WITNESS THEREOF SAID ENCUENTRO SQUARE II LP, AN ILLINOIS LIMITED PARTNERSHIP, HAS CAUSED IT'S NAME TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, THIS CERTIFICATE ON THIS

the_____Day of_____ 2023

By: Encuentro Square II GP LLC,
an Illinois limited liability company,
its general partner

By
Name: David Block
Title: Manager

2ND OWNER NOTARY BLOCK:

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID BLOCK, PERSONALLY KNOWN TO ME TO BE THE MANAGER OF ENCUENTRO SQUARE II GP LLC, AN ILLINOIS LIMITED LIABILITY COMPANY THE GENERAL PARTNER OF ENCUENTRO SQUARE II LP, THE GENERAL PARTNER OF ENCUENTRO SQUARE II LP, AN ILLINOIS LIMITED PARTNERSHIP, AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS SUCH MANAGER, HE SIGNED AND DELIVERED THE SAID INSTRUMENT, PURSUANT TO AUTHORITY GIVEN BY THE MEMBERS OF THE COMPANY AS THE FREE AND VOLUNTARY ACT AND DEED OF THE COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____ 2023

(SEAL) _____ NOTARY

PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK

I, Terra Engineering Ltd, Illinois Corporation Number 184-003652, hereby certify that the property hereon described, was surveyed under the direct supervision of an Illinois Professional Land Surveyor and that this Professional Service conforms to the current Illinois Minimum Standards for a Property Survey.

Given under my hand and seal in Chicago, Illinois, this 28th day of October, 2022.

Terra Engineering, Ltd

_____
PRINTED NAME OF ILLINOIS LAND SURVEYOR NO. 3142
LICENSE EXPIRATION 11-30-2024
DESIGN FIRM EXPIRATION 04-30-2025

Field work completed March 21, 2022

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS PLAT OF SUBDIVISION WITH THE COOK COUNTY RECORDER'S OFFICE

**PREPARED FOR:**
LUCHA
3561 N North Avenue
CHICAGO, IL 60647

**MAIL TO:**
Encuentro Square I LP
Encuentro Square II LP
960 N Land St., Suite 400
Chicago, IL 60661

OCT. 26, 2023

CDOT# 35-26-22-4032

TERRA ENGINEERING LTD
229 W Ohio Street
4th Floor
Chicago, IL 60654
TEL (312) 467 0123
FAX (312) 467 0228
www.terraengineering.com

PROJECT # 20-109
DRAWN BY RGC/MMC
CHECKED BY LMG
APPROVED BY TEB
CLIENT
SCALE 1" = 40'

ENCUENTRO SQUARE - LUCHA
W CORTLAND ST. & N. HAMLIN AVE
CHICAGO, IL

2 of 2

## EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on November 1, 7, 9 and 15, 2023.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Busy Bees Chicago Learning Academy, Inc.*

[O2023-0005631]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Busy Bees Chicago Learning Academy, Inc. of 3316 South Ashland Avenue, Chicago, Illinois 60608, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*The Carter Chicago LLC.*

[O2023-0005670]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt The Carter Chicago LLC, 1936 West Fulton Street, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Cityview Management.*

[O2023-0005890]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Cityview Management, 1954 West Peterson Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Experts Auto Repair & Service, Inc.*

[O2023-0005540]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Experts Auto Repair & Service, Inc. located at 3515 North Cicero Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Hester Early Learning.*

[O2023-0005819]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Hester Early Learning, 6924 West North Avenue, Chicago, Illinois 60707, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force after its passage and publication.

---

*ICO Peerless Management LLC.*

[O2023-0005766]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt ICO Peerless Management LLC of 1880 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*It Takes A Village On Chicago Avenue LLC.*

[O2023-0005611]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt It takes a Village on Chicago Avenue LLC, 5719 West Chicago Avenue, Chicago, Illinois 60651, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force after its passage and publication.

---

*Joseph Lovett Elementary School.*

[O2023-0005960]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Joseph Lovett Elementary School (Chicago Public Schools/Board of Education of the City of Chicago), 6333 West Bloomingdale Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*L&C Real Estate World, Inc.*

[O2023-0005093]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt L&C Real Estate World, Inc., 5724 North Lincoln Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Little Bear Nursery School LLC.*

[O2023-0005838]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Little Bear Nursery School LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 6411 South Pulaski Road, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Nikki's Place & Catering, Inc.*

[O2023-0005538]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Nikki's Place & Catering, Inc. located at 5940 -- 5942 West Fullerton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*SRD Holdings LLC-Series 2131 Ohio LLC.*

[O2023-0005950]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt SRD Holdings LLC-Series 2131 Ohio LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 1321 -- 1323 North Ashland Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

*T C Custom Station, Inc.*

[O2023-0005880]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt T C Custom Station, Inc. of 4918 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*United Center Joint Venture.*

[O2023-0005666]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt United Center Joint Venture, 1753 West Monroe Street, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Whiskey Girl Tavern.*

[O2023-0005683]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Whiskey Girl Tavern, 6318 North Clark Street, Chicago, Illinois 60660, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 6318 North Clark Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*1434 West Fillmore LLC.*

[O2023-0005616]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 1434 West Fillmore LLC, 1434 -- 1436 West Fillmore Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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EXEMPTION OF APPLICANTS FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGES IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Department of Transportation to exempt applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities if capacity of lot or garage exceeds six spaces. These ordinances were referred to the committee on November 1, 2023.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Little Ivy League Academy.*

[O2023-0005647]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Little Ivy League Academy, 8601 South State Street, 1st Floor, Apartment/Suite 189, Chicago, Illinois 60619, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 8601 South State Street, 1st Floor, Apartment/Suite 189, Chicago, Illinois 60619, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Oscar's Auto Glass LLC.*

[O2023-0005648]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Oscar's Auto Glass LLC, 6833 South South Chicago Avenue, Apartment/Suite B, Chicago, Illinois 60637, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 6833 South South Chicago Avenue, Apartment/Suite B, Chicago, Illinois 60637, to allow the access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

## REPEAL OF ORDINANCES FOR EXEMPTION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to repeal ordinances to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on November 15, 2023.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*2354 Washtenaw LLC.*
(2354 N. Washtenaw Ave.)

[O2023-0005953]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to reestablish the prohibition of alley ingress and egress from 2354 North Washtenaw Avenue.

SECTION 2. Ordinance O2023-0001240 to allow access to 2354 Washtenaw LLC, previously passed at the July 19, 2023 City Council meeting and published on page 1984 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, shall be repealed in its entirety.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication.

---

*2355 Washtenaw LLC.*
(2355 N. Washtenaw Ave.)

[O2023-0005952]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to reestablish the prohibition of alley ingress and egress from 2355 North Washtenaw Avenue.

SECTION 2. Ordinance O2023-0001241 to allow access to 2355 Washtenaw LLC, previously passed at the July 19, 2023 City Council meeting and published on page 1984 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, shall be repealed in its entirety.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication.

## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on November 1, 9 and 15, 2023.

This recommendation was concurred unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*S. Vincennes Ave., From W. 82nd St. To W. 84th St., To Be Known As "Honorary Titus Allen, Sr. Way".*

[O2023-0005640]

WHEREAS, Titus J. Allen, Sr. was born on January 2, 1944 in Chicago, Illinois, as the youngest child of Elder Charles Allen and Lucille Allen, joining his older siblings, Anna Stewart, Carrie L. Burrell, Louise Thompson, and Charles Allen, Jr., all of whom preceded him in passing; and

WHEREAS, Titus was brought up in the nurturing embrace of faith, being baptized at Mount Calvary Church of God in Christ, where his father served as an Elder. One of the most cherished items in his possession was a Holy Bible presented by his mother Lucille on his birthday in 1958, a symbol of his unwavering faith; and

WHEREAS, Titus proved himself to be an exceptional student, achieving the distinction of valedictorian at Hendricks Elementary School. He continued his educational journey at Tilden Technical High School, where he was affectionately known as 'Bear' to his teammates and friends due to his prowess in varsity football. He matriculated to Wilson Junior College in Chicago, further demonstrating his commitment to lifelong learning; and

WHEREAS, Titus' love story with his high school sweetheart, Rosemary Yvonne Daniels, spanned seven years before he was drafted into the United States Army. In his service to his country, he served with honor and distinction, amassing medals and honors for his dedicated role as crew chief on Huey Helicopters during the Vietnam War. Upon returning to Chicago, Titus reunited with Rosemary, and on January 27, 1968, they took their vows at Liberty Baptist Church, marking the beginning of 54 years of marriage; and

WHEREAS, Titus' life was enriched by his passion for outdoor activities, including fishing, camping, boating, and enjoying Chicago's lakefront. Annual fishing and camping trips to Wisconsin and fishing excursions on Lake Michigan were cherished family traditions. He was also a part-time sailor and co-owned a boat, the Hattie Lou, with his brother-in-law Lucian M. Burrell. A highlight of his outdoor adventures was catching a colossal 300-pound sailfish on a fishing trip to Miami, a moment immortalized in his office; and

WHEREAS, Titus ventured into various professional pursuits, including working at 7UP Bottling Company and Parker House Meat Company as a truck driver and delivery specialist. His entrepreneurial spirit led him to own a jewelry store, a distributorship for Fuller Products Company, and a grocery store on Chicago's West Side; and

WHEREAS, Titus was not only a successful businessman, but also a Master Mason and Shriner. In 1991, he achieved the esteemed 32nd Degree from St. Peter Lodge Number 3 in Chicago, an honor he carried with humility and pride; and

WHEREAS, After a courageous battle with cancer, Titus peacefully transitioned from this life on September 4, 2022, leaving behind a loving family and a community that held him in the highest regard; and

WHEREAS, Titus's legacy is indelibly tied to the Time Out Lounge on South Vincennes Avenue that he owned and operated for almost four decades. This venture represented the realization of his lifelong dream of entrepreneurship. He was renowned for hosting annual Booze Cruise events, treating the Time Out family to sports games, and actively supporting his community. His legacy includes fostering enduring friendships and benefiting his community in countless ways, particularly through his partnership with social action groups and his support for Simeon High School; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of South Vincennes Avenue, on South Vincennes Avenue, from West 82nd Street (8200) to West 84th Street, as "Honorary Titus Allen, Sr. Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*S. Lamon Ave., From W. 49th St. To W. 50th St., To Be Known As "Leah Herrera Way".*
[O2023-0005947]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for the standardization of South Lamon Avenue, from West 49th Street to West 50th Street, as "Leah Herrera Way".

SECTION 2. This ordinance shall take effect upon passage and publication.

*S. Wabash Ave., Between E. 83rd St. And E. 85th St., To Be Known As "Honorary Mamie Till-Mobley Way".*

[O2023-0005643]

WHEREAS, Mamie Elizabeth Till-Mobley, born Mamie Elizabeth Carthan on November 23, 1921, in Webb, Mississippi, was a remarkable American educator and activist, whose life was profoundly marked by her unwavering commitment to civil rights and social justice; and

WHEREAS, Mamie Till-Mobley was the mother of Emmett Till, a 14-year-old boy who tragically lost his life on August 28, 1955, in Mississippi, a horrifying event that became a turning point in the struggle for civil rights. Her courage and determination in the face of unimaginable grief were evident when she insisted on an open-casket funeral for her son, Emmett, so that the world could bear witness to the brutality and injustice that had taken his life; and

WHEREAS, Mamie Till-Mobley's early life was marked by her family's migration from the Southern United States to the Chicago area during the Great Migration, where she overcame adversity and excelled in her studies, becoming the first African-American student to make the "A" Honor roll and one of the few African-American students to graduate from a predominantly white high school; and

WHEREAS, Mamie Till-Mobley's activism and advocacy for civil rights intensified after her son Emmett's brutal murder, and she became a powerful voice for racial justice and an effective public speaker, using her personal tragedy to inspire hope, unity, and determination among audiences nationwide; and

WHEREAS, Mamie Till-Mobley's dedication to education was exemplified by her 23 years of teaching in the Chicago public school system, as well as her establishment of "The Emmett Till Players", a theater group that used famous speeches by civil rights leaders to inspire young students. Her pursuit of education continued as she graduated from Chicago Teachers College and obtained a master's degree in educational administration from Loyola University Chicago, further demonstrating her commitment to empowering future generations; and

WHEREAS, Mamie Till-Mobley's legacy extends to the creation of the Emmett Till Justice Campaign, which played a significant role in the passage of the Emmett Till Unsolved Civil Rights Crime Act of 2008 and the Emmett Till Unsolved Civil Rights Crimes Reauthorization Act of 2016; and

WHEREAS, Mamie Till-Mobley's remarkable life story has been brought to a wider audience through the film "Till", the television drama "Women of the Movement", and her portrayal by Danielle Deadwyler and Adrienne Warren, respectively. Her memoir, *Death of Innocence: The Story of the Hate Crime that Changed America*, coauthored with Christopher Benson, shared her family's story and the impact of her son's death on the nation; and

WHEREAS, Mamie Till-Mobley's struggle for racial equality and social justice deserve the utmost recognition and appreciation of her determination to seek justice for her son, her dedication to education and the extraordinary contribution she has made to the cause of civil rights in the United States; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Wabash Avenue, between East 83rd Street and East 85th Street, as "Honorary Mamie Till-Mobley Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*W. 71st St., Between S. Artesian Ave. And S. Campbell Ave., To Be Known As "Munir Muhammad Way".*

[O2023-0005836]

WHEREAS, Munir Muhammad was born March 27,1950 in Birmingham, Alabama to Mary Henley Waller and Robert L. Waller who both have preceded him in death. Munir moved to Chicago in 1968 after graduating high school where he began working for DeMert & Dougherty. In 1970 Munir married his wife Aminah Muhammad, and this union produced two children Jamil and Aginah Muhammad. Dedicated to family, Munir effectively began laying the foundation to build a better life; and

WHEREAS, Munir became an assistant code enforcement officer for the City of Chicago, where he worked for 10 years. In 1981, he became an independent insurance producer for Jackson National Insurance Company; and

WHEREAS, At age 22, Munir heard the teachings of the Honorable Elijah Muhammad and joined the Nation of Islam ("NOI") under the leadership of the Honorable Elijah Muhammad. Munir was a staunch believer of focusing on food, clothing, and shelter, which he knew were the necessities for his community; and

WHEREAS, After the departure of the Honorable Elijah Muhammad in 1975, Munir had a strong desire to acquire a building to establish a presence in the community. He kept that desire in mind when he decided to have a meeting in the basement of his home with a group of individuals who shared the same desire. They started with a simple purpose: to get a billboard with the Honorable Elijah Muhammad's picture reading "Do you remember this man?" So, in 1987, Munir co-founded The Coalition for the Remembrance of the Honorable Elijah ("C.R.O.E.") with Half Muhammad and Shahid Muslim to remember a man who was greatly misunderstood; and

WHEREAS, C.R.O.E expanded in 1992, when Munir purchased a new facility located at 2435 West 71st Street and 2 years later purchased the building next door which is home to C.R.O.E TV production studio as well as the parking lot across the street; and

WHEREAS, In addition to serving as Executive Producer, Munir also hosted several television programs, including "The Munir Muhammad Show" and "Muhammad and Friends"; and

WHEREAS, Over a span of 25 years, Munir Muhammad interviewed people from all walks of life, from politicians to important figures not just in Chicago but across the world; and

WHEREAS, Munir also served on numerous boards and commissions such as the Illinois Human Rights Commission, Cook County Board of Corrections, Sheriff's Committee on Religious Tolerance, Chicago Police Department's Forum to Strengthen Relations between Police and Diverse Communities and the Superintendent of Police, Multicultural Forum; and

WHEREAS, Munir Muhammad made his transition on Tuesday July 9, 2019, and is survived by his wife Aminah, son Jamil and daughter Aginah Muhammad; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of West 71st Street, between South Artesian Avenue and South Campbell Avenue, as "Munir Muhammad Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

## COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

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AMENDMENT OF SECTION 17-5-0200 OF MUNICIPAL CODE REGARDING STANDARDS FOR OUTDOOR PATIO DINING.

[O2023-0005763]

(Committee Meeting Held December 12, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on December 12, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0005763 for the amendment of Municipal Code Sections 17-5-0200 and 17-5-0207 regarding standards for rooftop and grade outdoor dining.

Page 1 also contains Document Number O2023-0005759 for the amendment of the Municipal Code by adding Section 17-13-0303-D regarding optional administrative adjustment and variation to applications.

Page 1 further contains Document Number O2023-0005896 regarding the historical landmark designation for 2678 West Washington Boulevard, located in the 27th Ward.

Lastly, pages 1 through 3 contain various map amendments in the 9th, 10th, 13th, 24th, 26th, 36th and 37th Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2023-1732/O2023-0005332.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 17-5-0200 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-5-0200 Allowed Uses.

(Omitted text is unaffected by this ordinance.)

17-5-0207 Use Table And Standards.

| Use Group | Zoning District | | | Use Standard | Parking Standard |
|---|---|---|---|---|---|
| Use Category / Specific Use Type | M1 | M2 | M3 | | |
| P = Permitted By-Right<br>S = Special Use Approval Required<br>PD = Planned Development Approval Required<br>- = not allowed | | | | | |
| (Omitted text is unaffected by this ordinance.) | | | | | |
| COMMERCIAL | | | | | |
| (Omitted text is unaffected by this ordinance.) | | | | | |
| Q. Eating And Drinking Establishments | | | | | |
| (Omitted text is unaffected by this ordinance.) | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3. | Tavern | P | P | P | Max GFA: 4,000 square feet; no entertainment allowed | § 17-10-0207-M |
| 4. | Outdoor patio (if located on a rooftop) | S | S | S | | § 17-10-0207-M |
| 5. | Outdoor patio (if located at grade) | P | S | S | | § 17-10-0207-M |
| R. Entertainment And Spectator Sports | | | | | | |
| (Omitted text is unaffected by this ordinance.) | | | | | | |

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

---

AMENDMENT OF MUNICIPAL CODE BY ADDITION OF SUBSECTION 17-13-0303-D REGARDING OPTIONAL ADMINISTRATIVE ADJUSTMENT AND VARIATION FOR TYPE 1 ZONING APPLICATIONS.

[O2023-0005759]

(Committee Meeting Held December 12, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on December 12, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0005763 for the amendment of Municipal Code Sections 17-5-0200 and 17-5-0207 regarding standards for rooftop and grade outdoor dining.

Page 1 also contains Document Number O2023-0005759 for the amendment of the Municipal Code by adding Section 17-13-0303-D regarding optional administrative adjustment and variation to applications.

Page 1 further contains Document Number O2023-0005896 regarding the historical landmark designation for 2678 West Washington Boulevard, located in the 27th Ward.

Lastly, pages 1 through 3 contain various map amendments in the 9th, 10th, 13th, 24th, 26th, 36th, and 37th Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2023-1732/O2023-0005332.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 17-13-0300 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-13-0300 Zoning Map Amendments (Rezonings).

(Omitted text is unaffected by this ordinance.)

17-13-0303 Applications.

(Omitted text is unaffected by this ordinance.)

17-13-0303-D Optional Administrative Adjustment And Variation. In addition to the information required to be submitted with all Zoning Map Amendment applications, pursuant to other applicable portions of Section 17-13-0300, Type I applications may include relief available pursuant to Sections 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type I application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type I application permits issued may be in violation of Section 17-13-0310.

SECTION 2. This ordinance shall be in full force and effect following due passage and approval.

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AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREAS SHOWN ON MAP NO. 26-E

(Application No. A-8833)
(Common Address: 319 E. 103rd St.)
[O2023-1732/O2023-0005332]

(Committee Meeting Held December 12, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on December 12, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0005763 for the amendment of Municipal Code Sections 17-5-0200 and 17-5-0207 regarding standards for rooftop and grade outdoor dining.

Page 1 also contains Document Number O2023-0005759 for the amendment of the Municipal Code by adding Section 17-13-0303-D regarding optional administrative adjustment and variation to applications.

Page 1 further contains Document Number O2023-0005896 regarding the historical landmark designation for 2678 West Washington Boulevard, located in the 27th Ward.

Lastly, pages 1 through 3 contain various map amendments in the 9th, 10th, 13th, 24th, 26th, 36th and 37th Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2023-1732/O2023-0005332.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- Alderperson La Spata -- 1.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 26-E in the area bounded by:

East 103rd Street; South Calumet Avenue; the alley next south of and parallel to East 103rd Street; and South Forest Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after Its passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held December 12, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on December 12, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0005763 for the amendment of Municipal Code Sections 17-5-0200 and 17-5-0207 regarding standards for rooftop and grade outdoor dining.

Page 1 also contains Document Number O2023-0005759 for the amendment of the Municipal Code by adding Section 17-13-0303-D regarding optional administrative adjustment and variation to applications.

Page 1 further contains Document Number O2023-0005896 regarding the historical landmark designation for 2678 West Washington Boulevard, located in the 27th Ward.

Lastly, pages 1 through 3 contain various map amendments in the 9th, 10th, 13th, 24th, 26th, 36th and 37th Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2023-1732/O2023-0005332.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-H.*
(As Amended)
(Application No. 20686T1)
(Common Address: 1812 -- 1814 W. Grand Ave.)
[O2023-1523/SO2023-0002572]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols as shown on Map Number 1-H in the area bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 120 feet west of and parallel to North Wood Street; West Grand Avenue; and a line 168 feet west of and parallel to North Wood Street,

to those of a B1-2 Neighborhood Shopping District, as amended.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Code Matrix, Notes and Site Plan; First, Second, Third and Fourth Floor Plans and Roof Deck Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 7830 through 7835 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

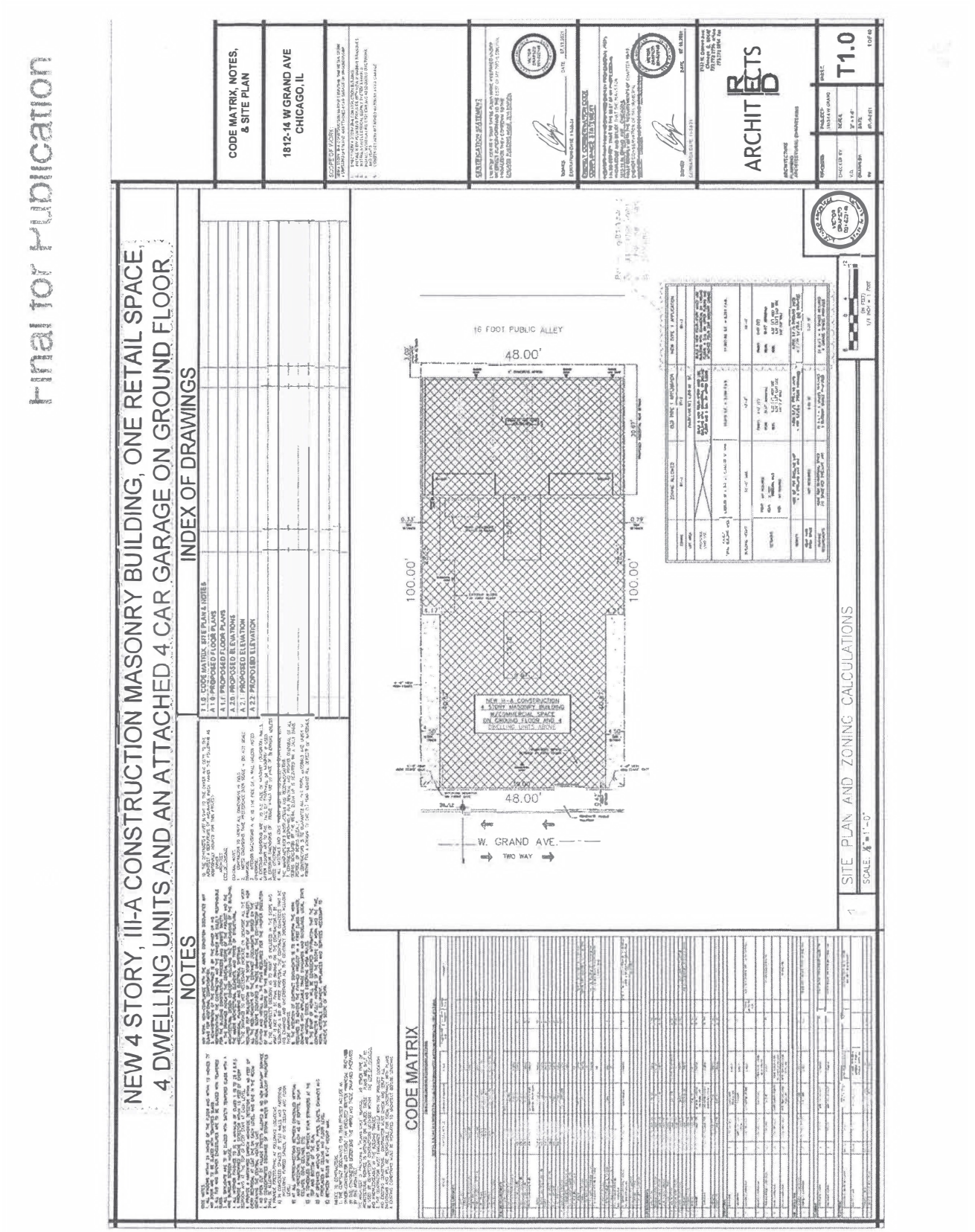
Final for Publication

**20686-T1**

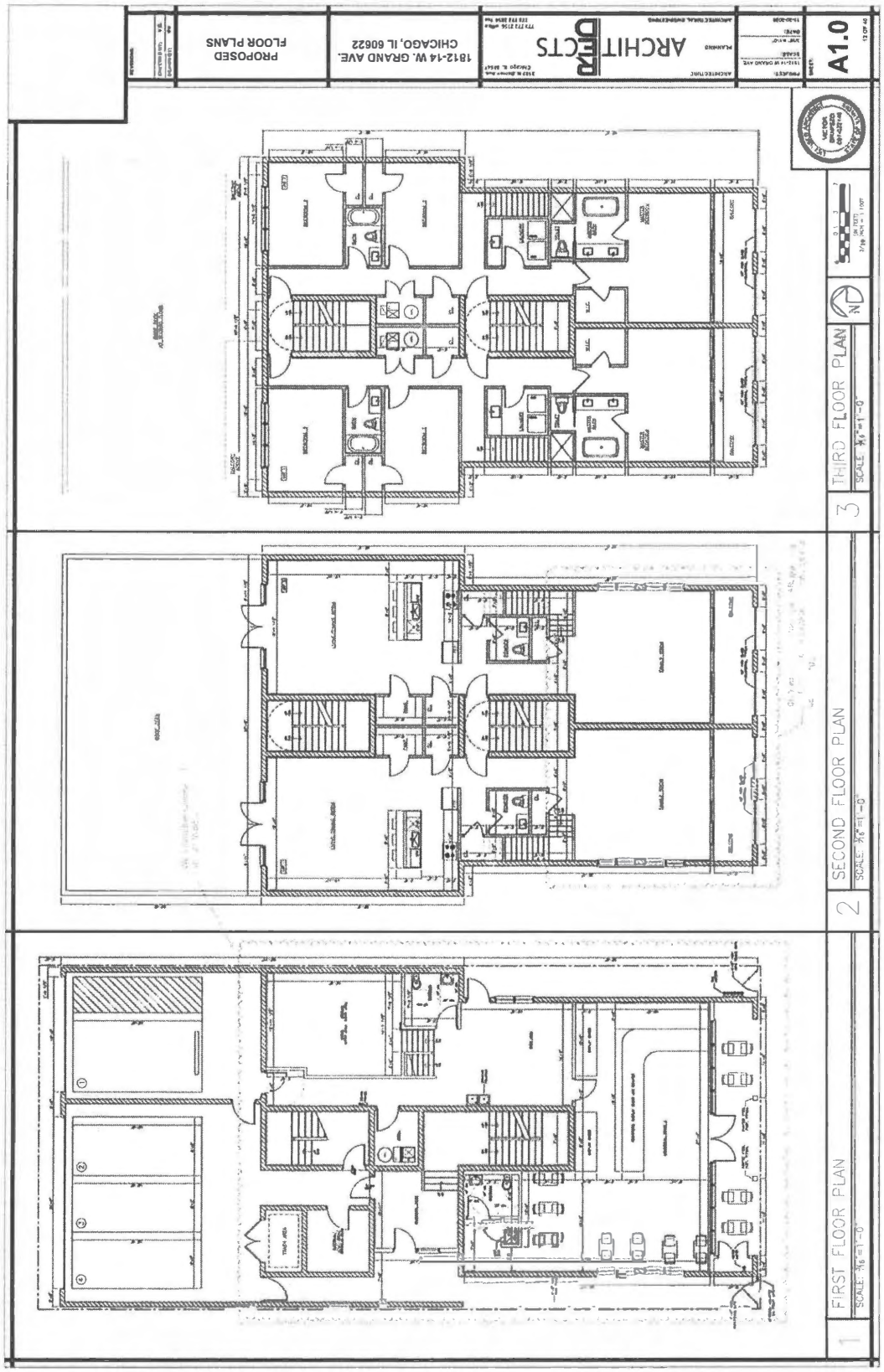
**A SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR 1812-14 WEST GRAND AVENUE, CHICAGO**

The subject property is currently vacant. The City Council had previously rezoned this property to its current B1-2 District, as a Type 1 Application. Since that rezoning was done more than 2 years ago, the Applicant needed to refile the zoning change application. The Applicant intends to build a new 4-story mixed-use building with commercial space on the ground floor and 4 dwelling units on the upper floors.

| | |
|---|---|
| Project Description: | Zoning Change from a B1-2 Neighborhood Shopping District to a B1-3 Neighborhood Shopping District |
| Use: | Mixed-use building with commercial space on the ground floor and 4 dwelling units on the upper floors |
| Floor Area Ratio: | 2.293 |
| Lot Area: | 4,800 Square Feet |
| Building Floor Area: | 11,007.82 Square Feet |
| Density: | 1,200 Square Feet per Dwelling Unit |
| Off- Street parking: | 4 |
| Set Backs: | Front Setback: 5”<br>Side Setbacks: East: 3.5” / West: 4”<br>Rear Setback (residential floors): 30.67’ |
| Building height: | 46’-0” |


Final for Publication
NEW 4 STORY, III-A CONSTRUCTION MASONRY BUILDING, ONE RETAIL SPACE,
4 DWELLING UNITS AND AN ATTACHED 4 CAR GARAGE ON GROUND FLOOR
NOTES
INDEX OF DRAWINGS
T1.0 CODE MATRIX, SITE PLAN & NOTES
A1.0 PROPOSED FLOOR PLANS
A1.1 PROPOSED FLOOR PLANS
A 2.0 PROPOSED ELEVATIONS
A 2.1 PROPOSED ELEVATION
A 2.2 PROPOSED ELEVATION
CODE MATRIX
CODE MATRIX, NOTES, & SITE PLAN
1812-14 W GRAND AVE CHICAGO, IL
16 FOOT PUBLIC ALLEY
48.00'
100.00'
NEW III-A CONSTRUCTION 4 STORY MASONRY BUILDING W/COMMERCIAL SPACE ON GROUND FLOOR AND 4 DWELLING UNITS ABOVE
19.00'
48.00'
W. GRAND AVE.
TWO WAY
SITE PLAN AND ZONING CALCULATIONS
SCALE: 1/8"=1'-0"
ARCHITECTS
T1.0

Final for Publication



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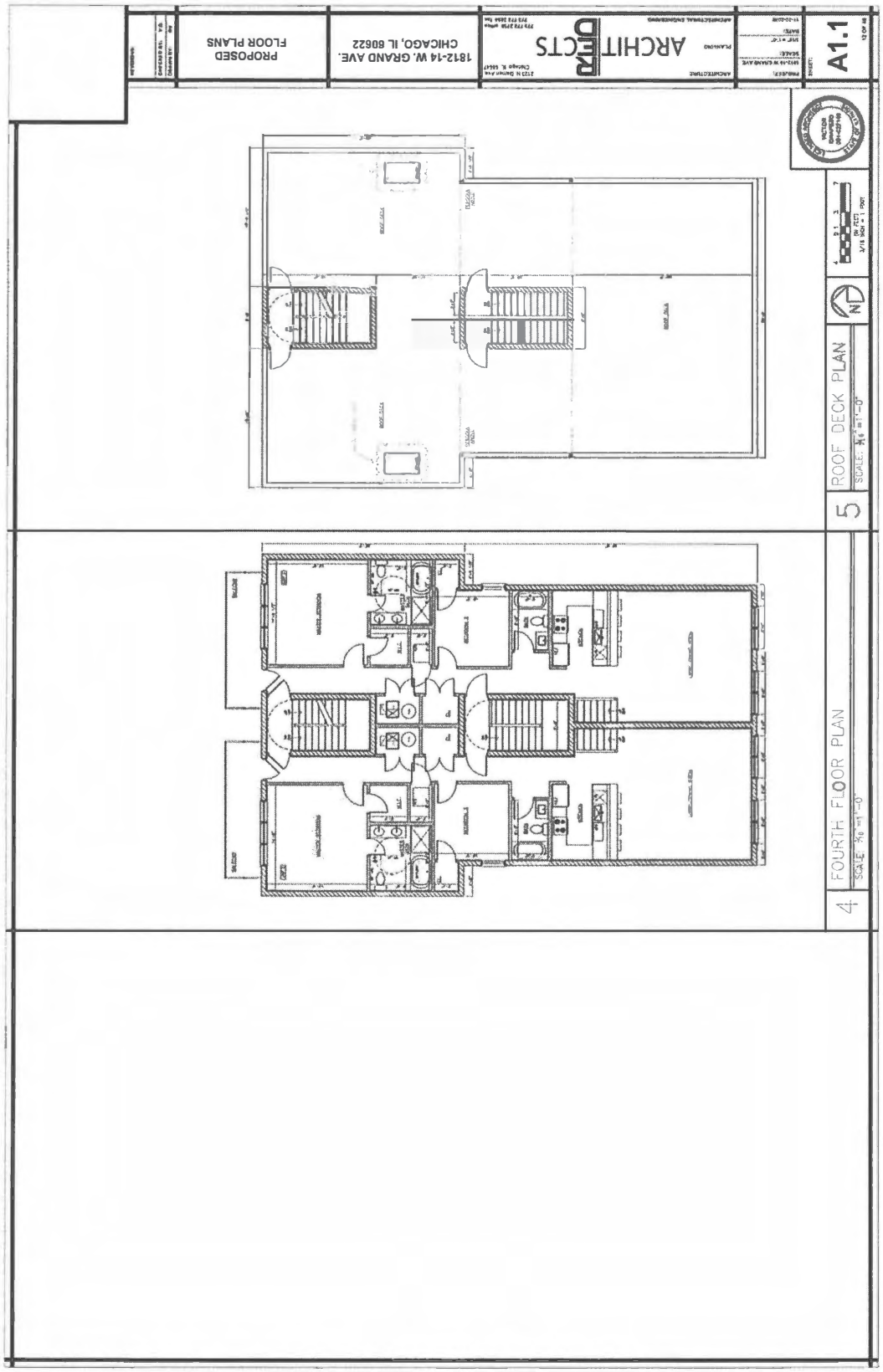

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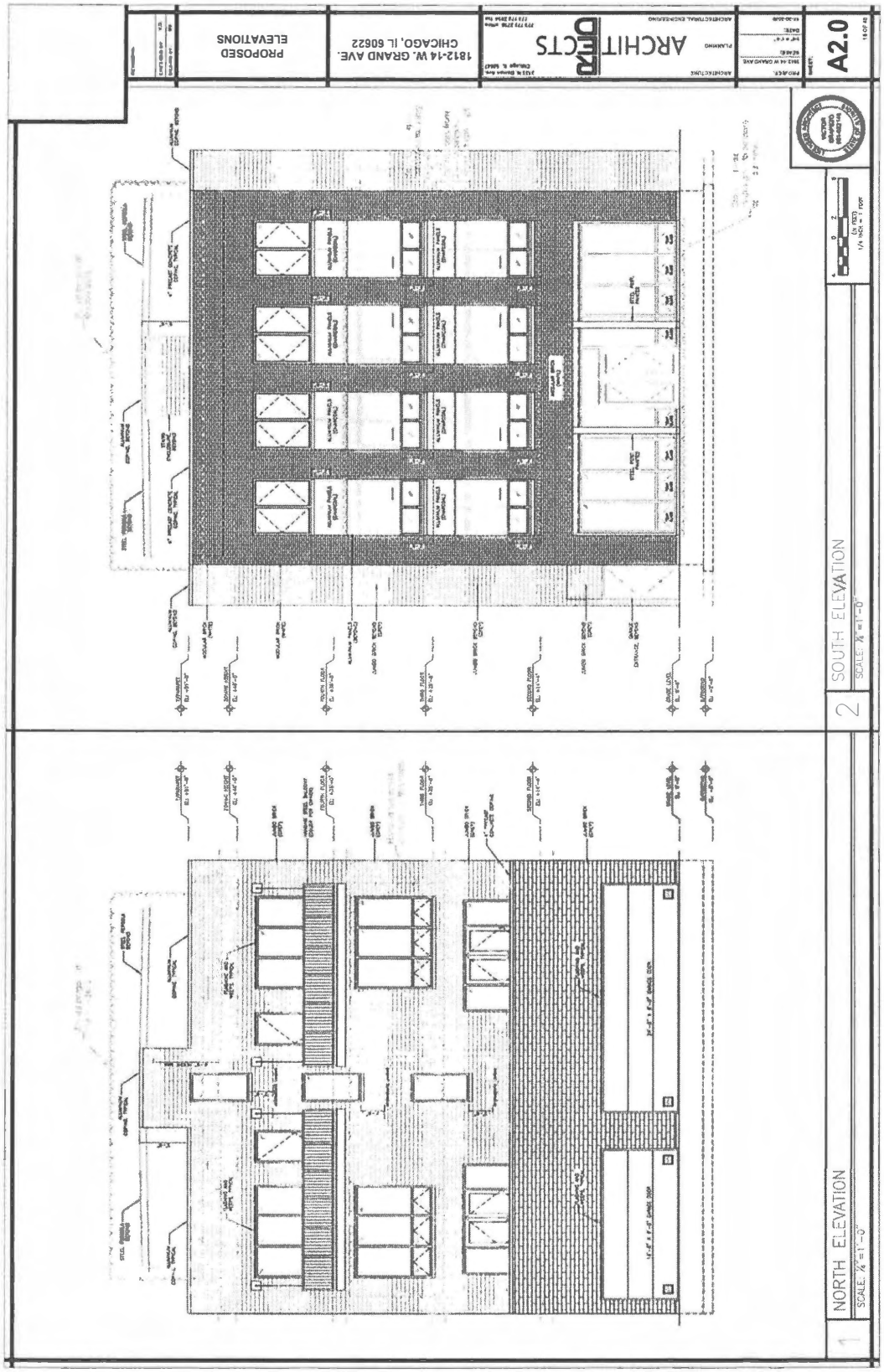

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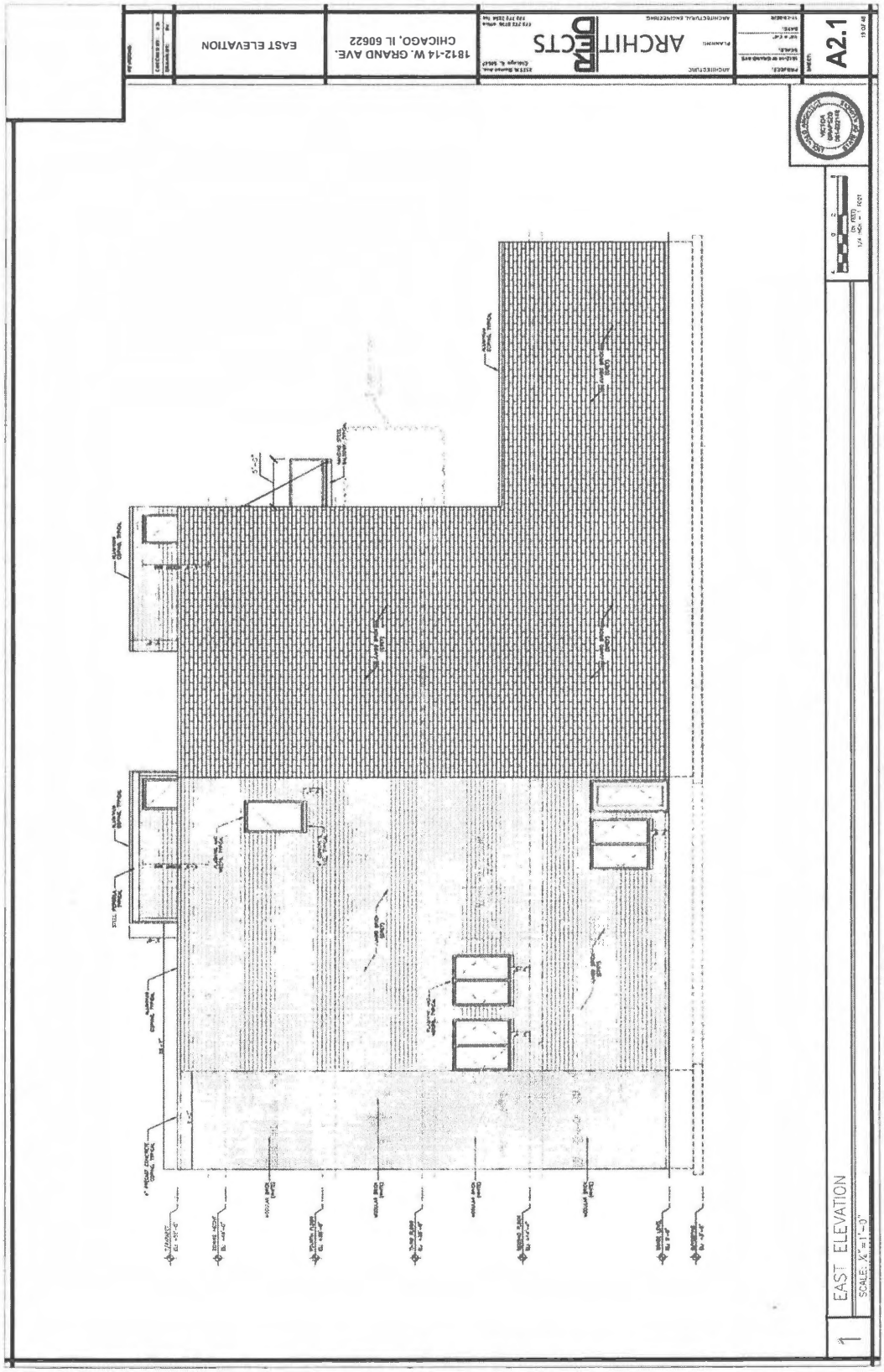
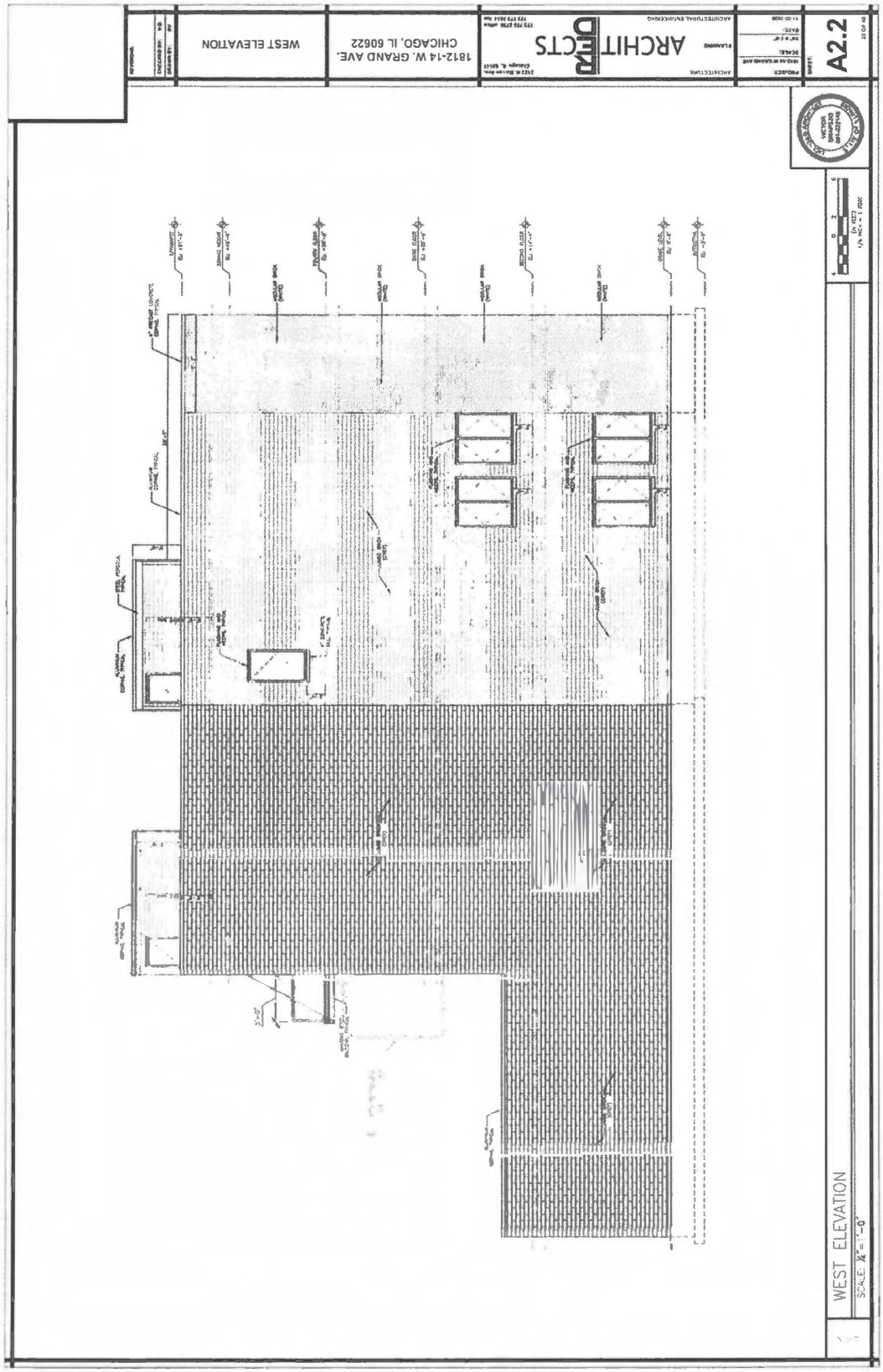



Final for Publication
WEST ELEVATION
1812-14 W. GRAND AVE.
CHICAGO, IL 60622
ARCHITECTS
A2.2
WEST ELEVATION
SCALE: 1/4" = 1'-0"

*Reclassification Of Area Shown On Map No. 2-J.*
(As Amended)
(Application No. A-8846)
(Common Address: 3440 -- 3456 W. Roosevelt Rd., 1133 S. St. Louis Ave.
And 3443 -- 3445 W. Grenshaw St.)

[SO2023-0004241]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the Residential Planned Development Number 793 symbols and indications as shown on Map Number 2-J in the area bounded by:

West Grenshaw Street; a line 182.13 feet east of South St. Louis Avenue; the alley next south of and parallel to West Grenshaw Street; a line 222.13 feet east of South St. Louis Avenue; West Roosevelt Road; South St. Louis Avenue; the alley next south of and parallel to West Grenshaw Street; a line 122.13 feet east of South St. Louis Avenue; a line 50 feet south of West Grenshaw Street; and South St. Louis Avenue,

to those of Residential Planned Development Number 793, as amended, which is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development No. 793, As Amended.*

*Planned Development Statements.*

1. The area delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 40,123 square feet (0.92 acres) net site area (the "Property") which is depicted on the attached Planned Development Boundary Map and is to be rezoned by the Applicant, Roosevelt Towers Limited Partnership, an Illinois limited partnership (the "Applicant").

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns (including any condominium or homeowners' association which is formed), grantees, and lessees, and, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder, and any ground lessors. Furthermore, if applications for amendments, modifications or changes (administrative, legislative, or otherwise) to this Planned Development are made by persons other than the Applicant, then, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property shall be under single ownership or under single designated control at the time such applications for amendments, modifications or changes (administrative, legislative, or otherwise) to this planned development are made. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Applicant or all owners of the Property (or where a condominium or homeowners' association is formed, on behalf of the condominium owners or homeowners, by said associations).

4. This Planned Development consists of fourteen (14) statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site/Landscape Plan; and Building Elevations prepared by Thomas Hickey and Associates dated July 12, 2001 (consistent with pages 66588 -- 66590 in the approved planned development ordinance from September 5, 2001). Full-size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. In any instance where a provision of the Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses shall be permitted within the area delineated herein as a Residential Planned Development: elderly housing, medical clinics, recreational, accessory off-street parking and related uses.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval by the Department of Planning and Development. Temporary signs such as construction and marketing signs shall also be permitted subject to the review and approval by the Department of Planning and Development.

7. Any service drives or any other means of ingress or egress, including for emergency vehicles, shall be adequately designed and paved in accordance with the provisions of the Municipal Code and the regulations of the Department of Transportation in effect at the time of construction. There shall be no parking or storage of garbage receptacles within such paved areas, or within fire lanes. Off-street parking and ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development.

8. In addition to the maximum height of any building or any appurtenance thereto in this Planned Development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.

9. The maximum permitted floor area ratio (FAR) shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of FAR calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.

10. Improvements of the Property shall be designed and installed in substantial conformance with the Site Plan, Landscape Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, all landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

11. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature, appropriate, and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner that promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") and the Illuminating Engineering Society ("IES"). Copies of these standards may be obtained from the Department of Planning and Development.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner that promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 17-13-0611 of the Chicago Zoning Ordinance until the Director of MOPD has approved detailed construction drawings for each building or improvement.

14. All anticipated improvements within the Planned Development, as amended, have been completed and, therefore, the Planned Development is now vested.

[Existing Zoning Map; Existing Land Uses; Boundary Map; and Site Plan referred to in these Plan of Development Statements printed on pages 7840 through 7843 of this *Journal*.]

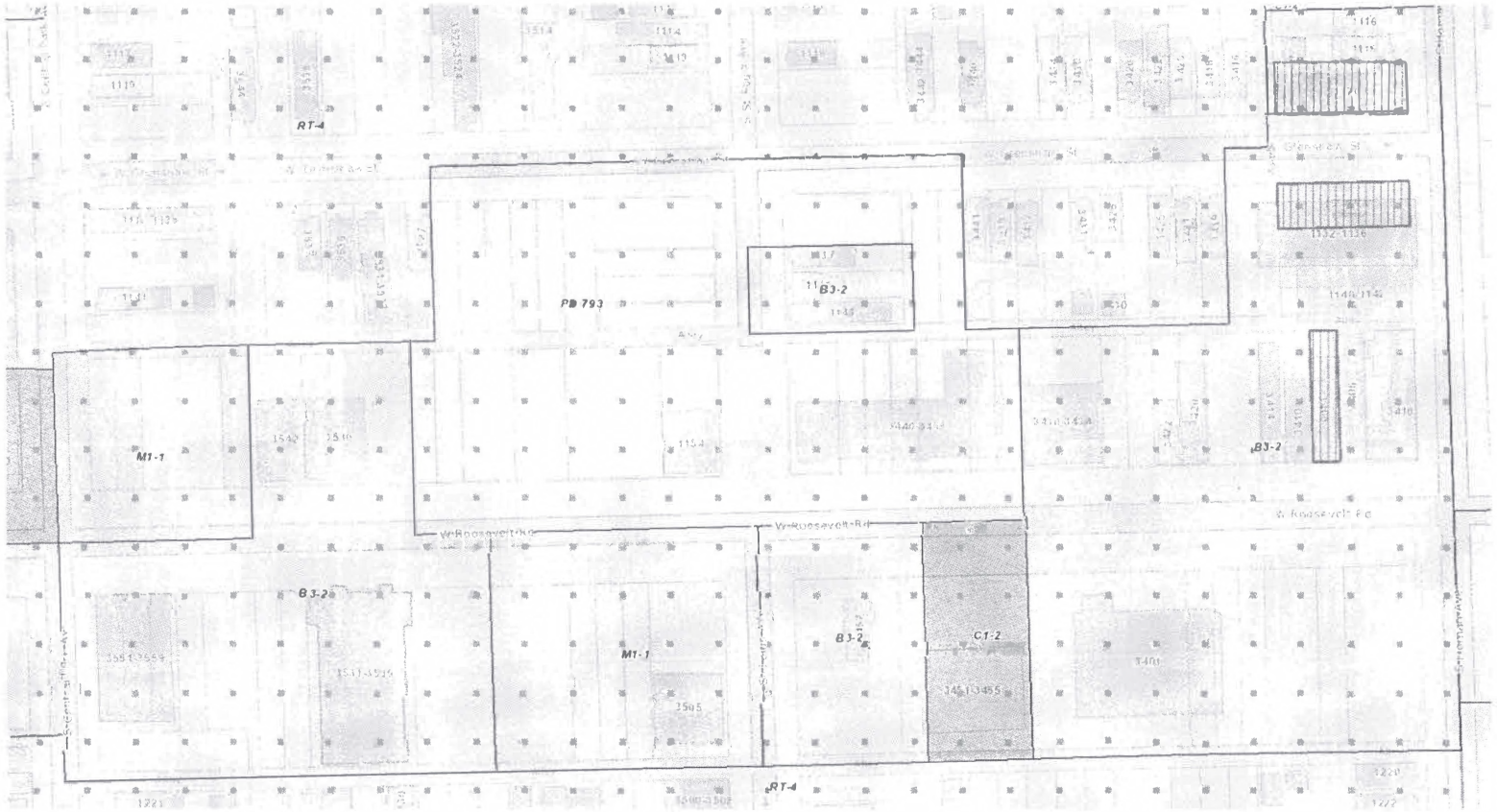
Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

*Residential-Business Planned Development No. 793, As Amended*

*Bulk Regulations And Data Table.*

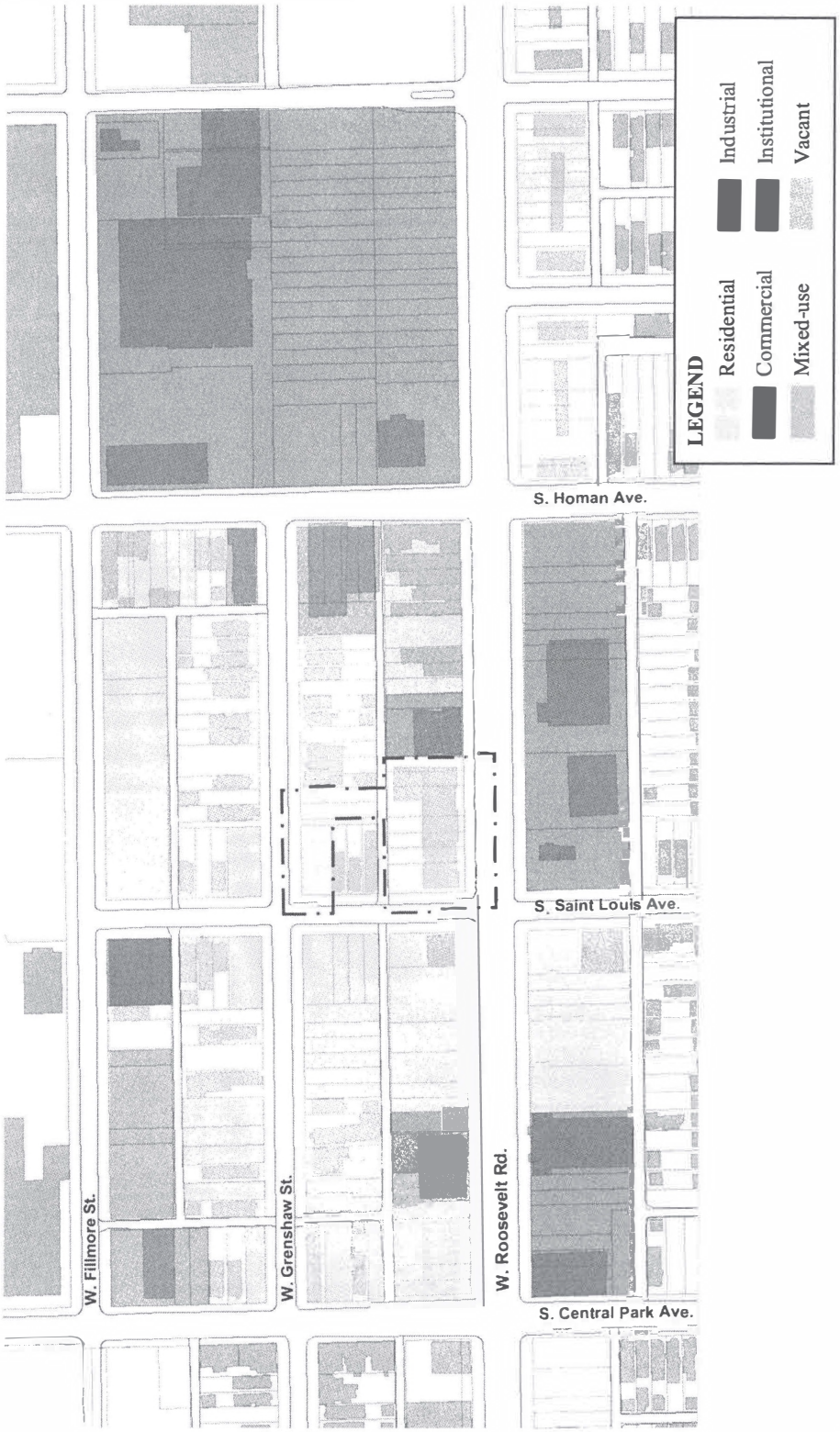
| | |
|---|---|
| Gross Site Area: | 67,865 square feet |
| Public Right-of-Way: | 27,742 square feet |
| Net Site Area: | 40,123 square feet |
| Maximum Height: | 77 feet, 9 inches |
| Overall Maximum FAR: | 2.5 |
| Maximum Number of Dwelling Units: | 130 |
| Minimum Number of Off-Street Parking Spaces: | 30 |
| Minimum Number of Off-Street Loading Spaces: | 1 |
| Minimum Periphery Setbacks: | In accordance with site plan |

**RESIDENTIAL PLANNED DEVELOPMENT 793**
**EXISTING ZONING MAP**



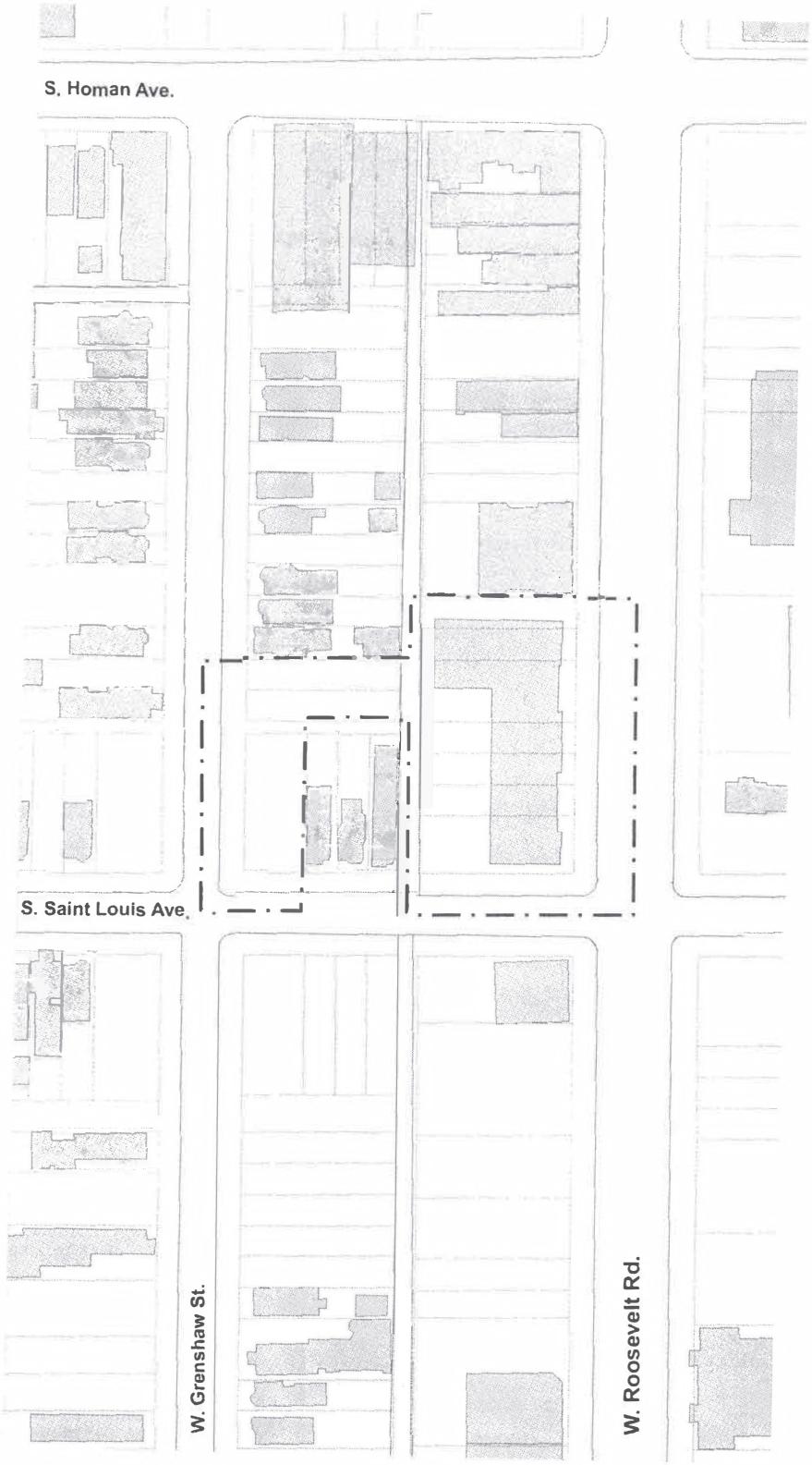

**APPLICANT:** Alderwoman Monique Scott (24th Ward)
**ADDRESS:** 3440-3456 West Roosevelt Road; 1133 South St. Louis Avenue; 3443-3445 West Grenshaw Street
**DATE INTRODUCED:** September 13, 2023
**PLAN COMMISSION:** November 16, 2023

**RESIDENTIAL PLANNED DEVELOPMENT 793**
**EXISTING LAND USES**



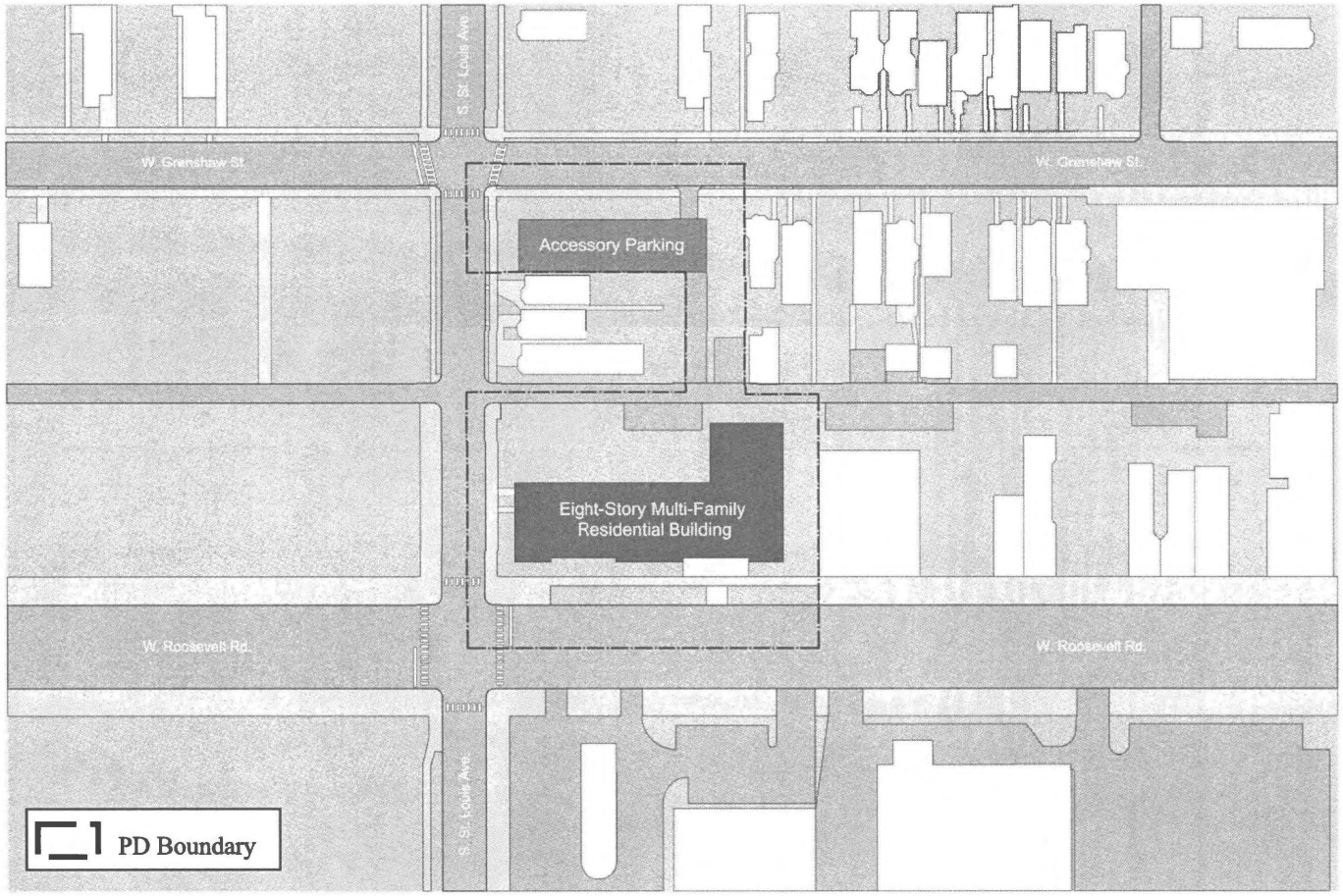

**APPLICANT:** Alderwoman Monique Scott (24th Ward)
**ADDRESS:** 3440-3456 West Roosevelt Road; 1133 South St. Louis Avenue; 3443-3445 West Grenshaw Street
**DATE INTRODUCED:** September 13, 2023
**PLAN COMMISSION:** November 16, 2023

**RESIDENTIAL PLANNED DEVELOPMENT 793**
**BOUNDARY MAP**




**APPLICANT:** Alderwoman Monique Scott (24th Ward)
**ADDRESS:** 3440-3456 West Roosevelt Road; 1133 South St. Louis Avenue; 3443-3445 West Grenshaw Street
**DATE INTRODUCED:** September 13, 2023
**PLAN COMMISSION:** November 16, 2023

**RESIDENTIAL PLANNED DEVELOPMENT 793**
**SITE PLAN**




**APPLICANT:** Alderwoman Monique Scott (24th Ward)
**ADDRESS:** 3440-3456 West Roosevelt Road; 1133 South St. Louis Avenue; 3443-3445 West Grenshaw Street
**DATE INTRODUCED:** September 13, 2023
**PLAN COMMISSION:** November 16, 2023

*Reclassification Of Area Shown On Map No. 2-J.*
(Application No. A-8844)
(Common Address: 3513 -- 3527 W. Grenshaw St. And 1134 -- 1142 S. St. Louis Ave.)
[O2023-0004238]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the Residential Planned Development Number 793 symbols and indications as shown on Map Number 2-J in the area bounded by:

West Grenshaw Street; South St. Louis Avenue; the alley next south of and parallel to West Grenshaw Street; and a line 272.5 feet west of South St. Louis Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 2-J.*
(Application No. A-8845)
(Common Address: 3512 -- 3526 W. Roosevelt Rd. And 1154 S. St. Louis Ave.)
[O2023-0004239]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the Residential Planned Development Number 793 symbols and indications as shown on Map Number 2-J in the area bounded by:

South St. Louis Avenue; West Roosevelt Road; a line 292.5 feet west of South St. Louis Avenue; and the alley next south of and parallel to West Grenshaw Street,

to those of a B3-3 Community Shopping District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 3-I.*
(As Amended)
(Application No. 21075T1)
(Common Address: 1429 N. Fairfield Ave.)
[O2022-1946/SO2023-0004773]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 300.0 feet south of and parallel to West Le Moyne Street; the public alley next east of and parallel to North Fairfield Avenue; a line 325.0 feet south of and parallel to West Le Moyne Street; and North Fairfield Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and General Information; Existing and Proposed Basement, 1st, 2nd and 3rd Floor Plans; and Existing and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 7847 through 7855 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

**Amended to be a Type 1**
**NARRATIVE AND PLANS**
1429 North Fairfield Avenue

FINAL FOR PUBLICATION

**The Project**

The subject property contains 3,125 square feet of land and is improved with a three story residential building with three residential dwelling units and two rear surface parking spaces. The existing zoning building height is approximately 36'-4".

ABBASI REAL ESTATE, LLC (the "Applicant") filed the subject rezoning application with the City Clerk on June 22, 2022.

The Applicant seeks to rezone the property to add one additional dwelling unit in the basement to convert the building from three to four dwelling units. One additional parking space is proposed for a total of three surface parking spaces. The existing height of the building will remain.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RS-3, Residential Single-Unit (Detached House) District to a RM-4.5, Residential Multi-Unit District. **The subject application is being amended to be a Type-1 rezoning.**

The rezoning filed on June 22, 2022, included a clerical error that listed the Applicant as the property owner. The Applicant was a previous owner of the property and sold the property to the current property owner, IAAA PROPERTIES LLC and is located at 200 Marshall Drive, Des Plaines, Illinois 60016. The Applicant and the current owner have the same ownership. **The current property owner has authorized the Applicant to proceed with the proposed project previously filed on June 22, 2022 and to amend the application to be a Type-1 rezoning.**

The following are the relevant zoning parameters for the proposed project:

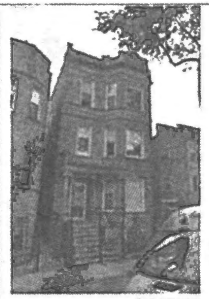
| | | |
|---|---|---|
| Lot Area: | 3,125 square feet (as recorded) | |
| FAR: | 1.597 | |
| Floor Area: | 4,991.32 square feet | |
| Residential Dwelling Units: | 4 | |
| Minimum Lot Area Per Unit: | 781.25 square feet | |
| Height (existing): | 36'-4" | |
| Automobile Parking: | 3 | |
| Setbacks (existing): | Front (Fairfield Avenue): | 6.69' |
| | North: | 0.10' |
| | South: | 0.0' |
| | East (rear): | 53.29' |

A set of plans is attached.

FINAL FOR PUBLICATION

# SPR 2019 CBRC: ADD (1) NEW DU IN EXIST BSMT OF (3) DU; TOTAL (4) DU ON 3-STORY MASONRY BLDG

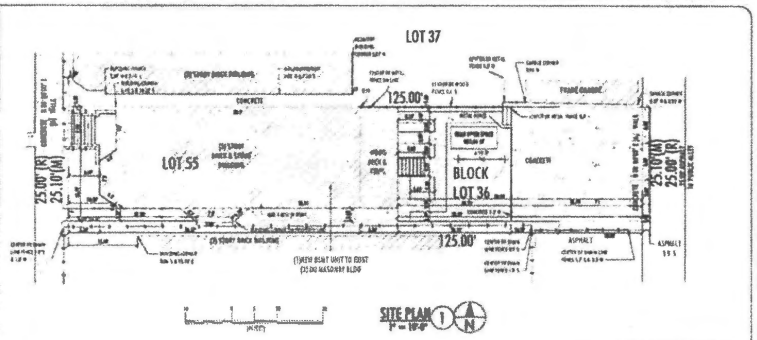
## 1429 N FAIRFIELD AVE., CHICAGO, IL 60607

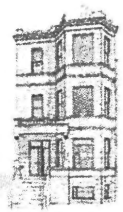


FRONT VIEW

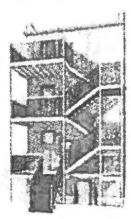


REAR VIEW



AERIAL VIEW FRONT



AERIAL VIEW REAR



AERIAL MAP




ZONING MAP

DRAWING INDEX

| | |
|---|---|
| A-0.0 | SITE PLAN & GENERAL INFORMATION |
| A-0.1 | GENERAL NOTES |
| L-0.1 | LANDSCAPE PLAN |
| A-1.1 | FRONT & REAR AERIAL VIEW |
| A-1.2 | FLOOR PLAN AERIAL VIEWS |
| A-1.3 | FLOOR PLAN AERIAL VIEWS |
| A-2.0 | EXISTING BASEMENT & 1ST FLOOR PLANS |
| A-2.1 | EXISTING 2ND FLOOR & ROOF PLANS |
| A-2.2 | EXISTING EAST & SOUTH ELEVATIONS |
| A-2.1 | EXISTING WEST & NORTH ELEVATIONS |
| A-4.0 | PROPOSED BASEMENT & 1ST FLOOR PLANS |
| A-4.1 | PROPOSED 2ND FLOOR & 3RD FLOOR PLANS |
| A-6.0 | PROPOSED EAST & SOUTH ELEVATIONS |
| A-6.1 | PROPOSED WEST & NORTH ELEVATIONS |

LIC# 184.007984

ARCHITECTURE + DESIGN
4460 N. BEDFORD AVE
CHICAGO, IL 60630
PHONE // 773.764.9735
CELL // 773.791.6824
WWW.BLDGPROJ.COM
INFO@BLDGPROJ.COM

STATEMENTS

SPR 2019 CBRC: ADD (1) NEW DU IN EXIST BSMT OF (3) DU; TOTAL (4) DU ON 3-STORY MASONRY BLDG
1429 N FAIRFIELD AVE., CHICAGO, IL 60607

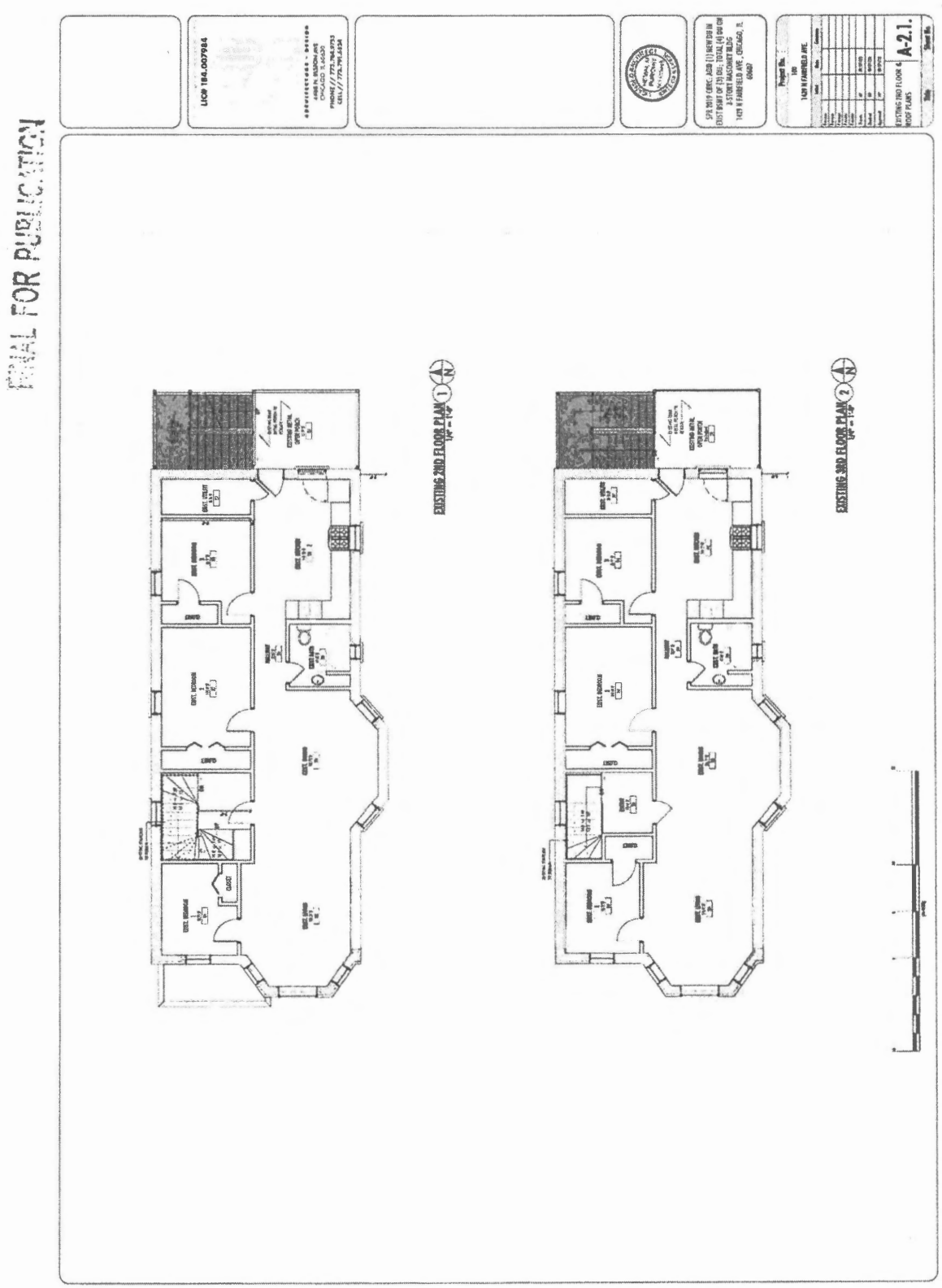
Project No.
100
1429 N FAIRFIELD AVE.

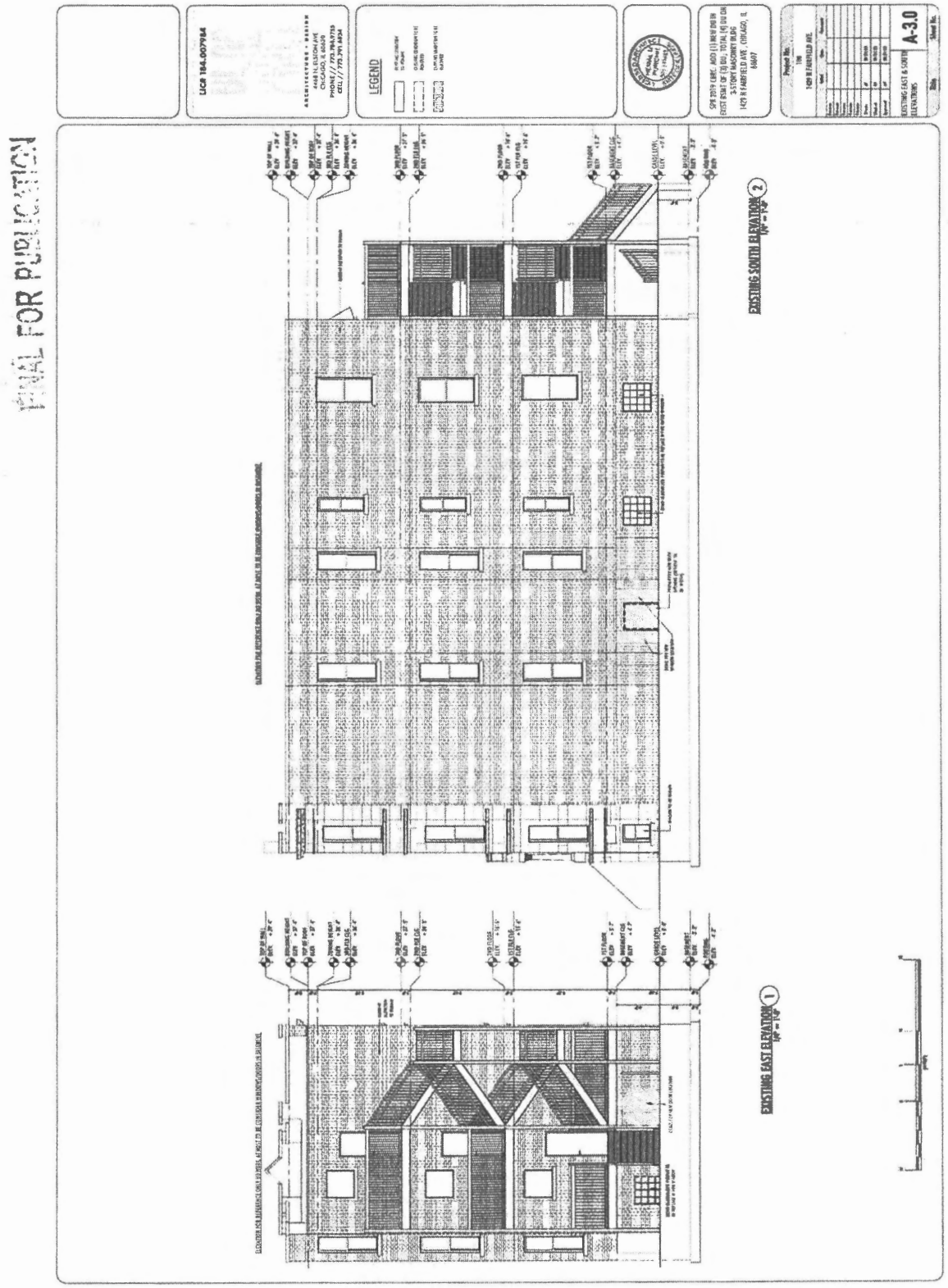
| | Value | Date | Comments |
|---|---|---|---|
| Drawn | | | |
| Checked | | | |
| Approved | | | |

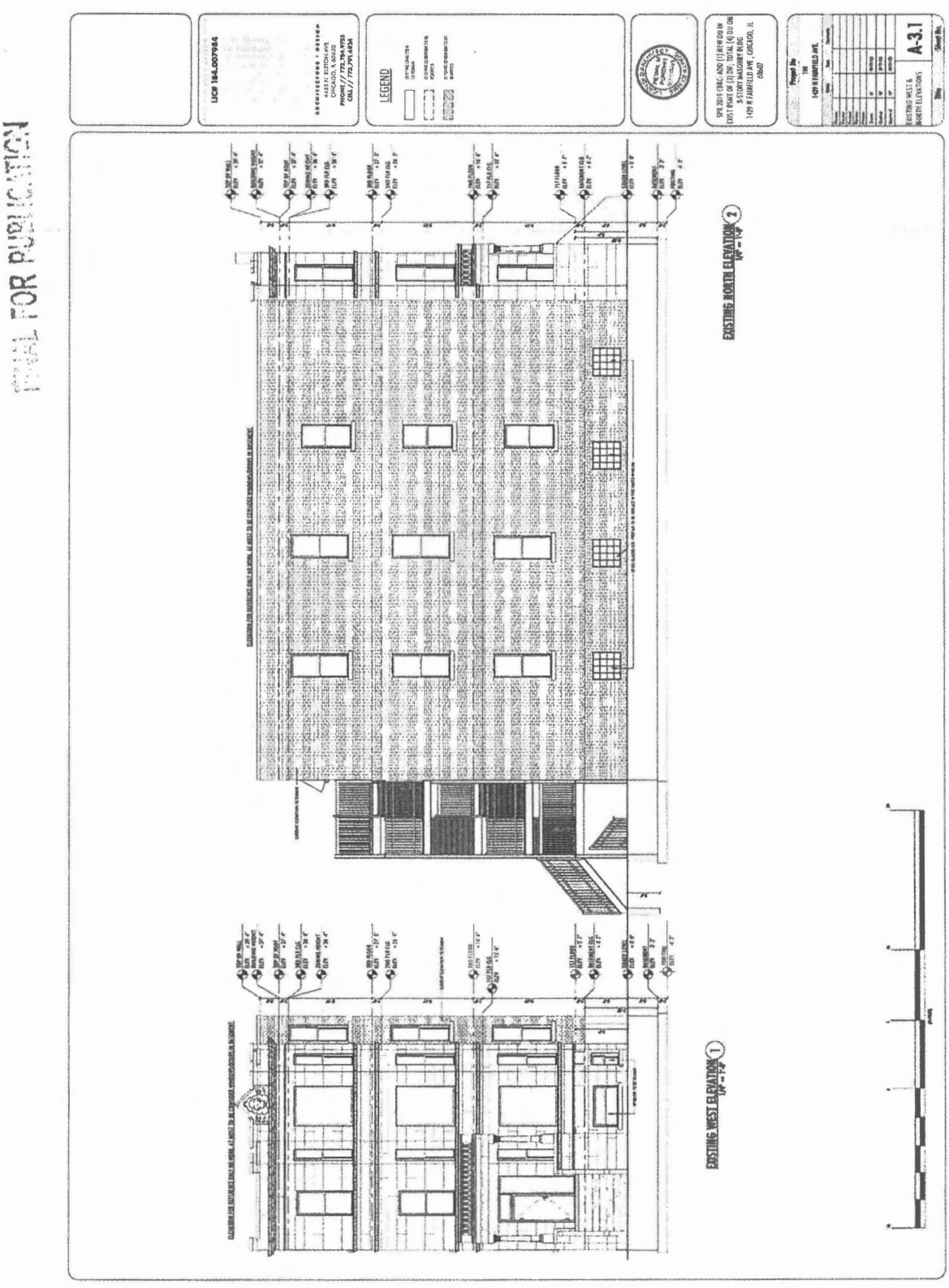
SITE PLAN & GENERAL INFORMATION — A-0.0

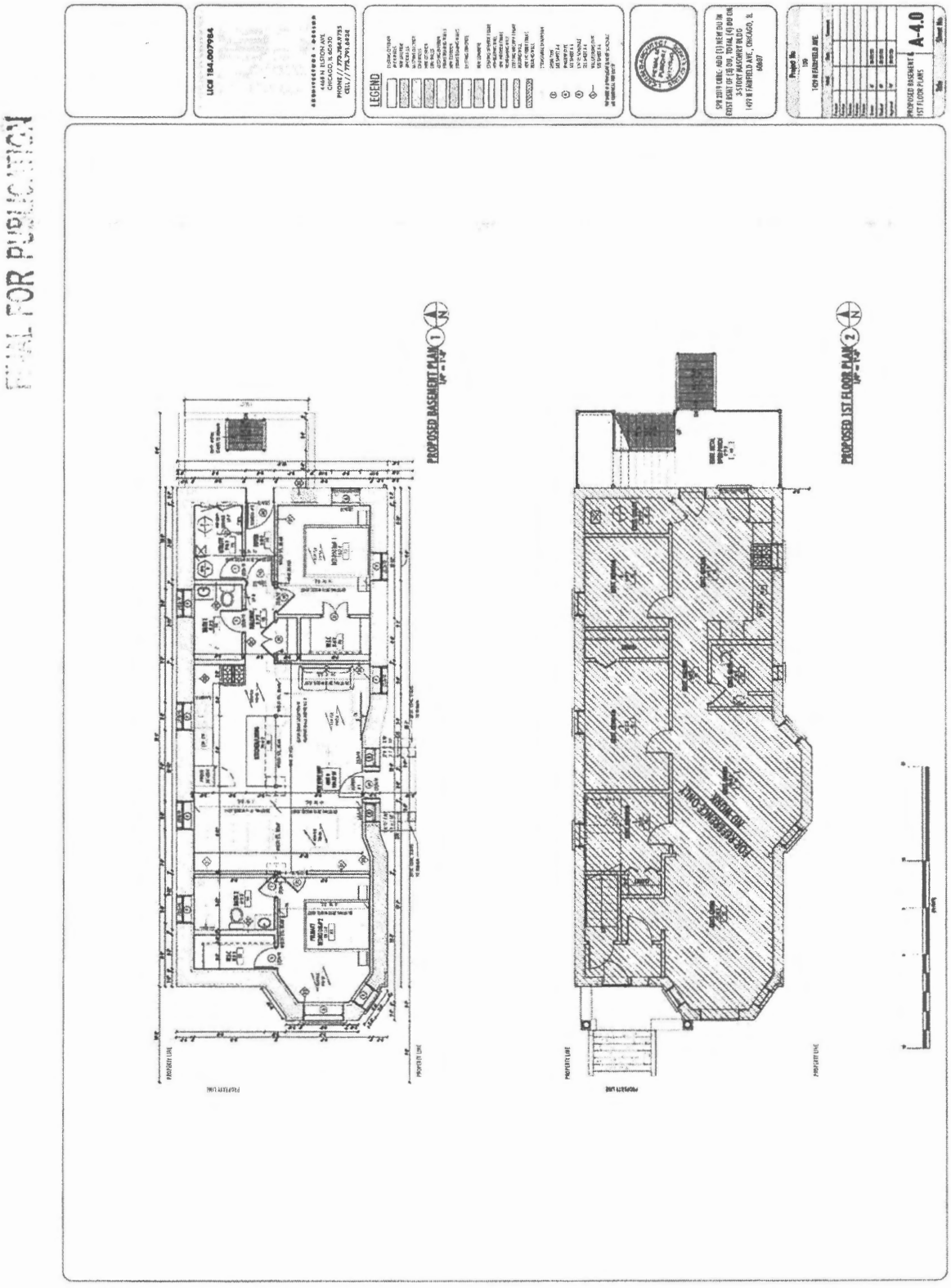
Title — Sheet No.

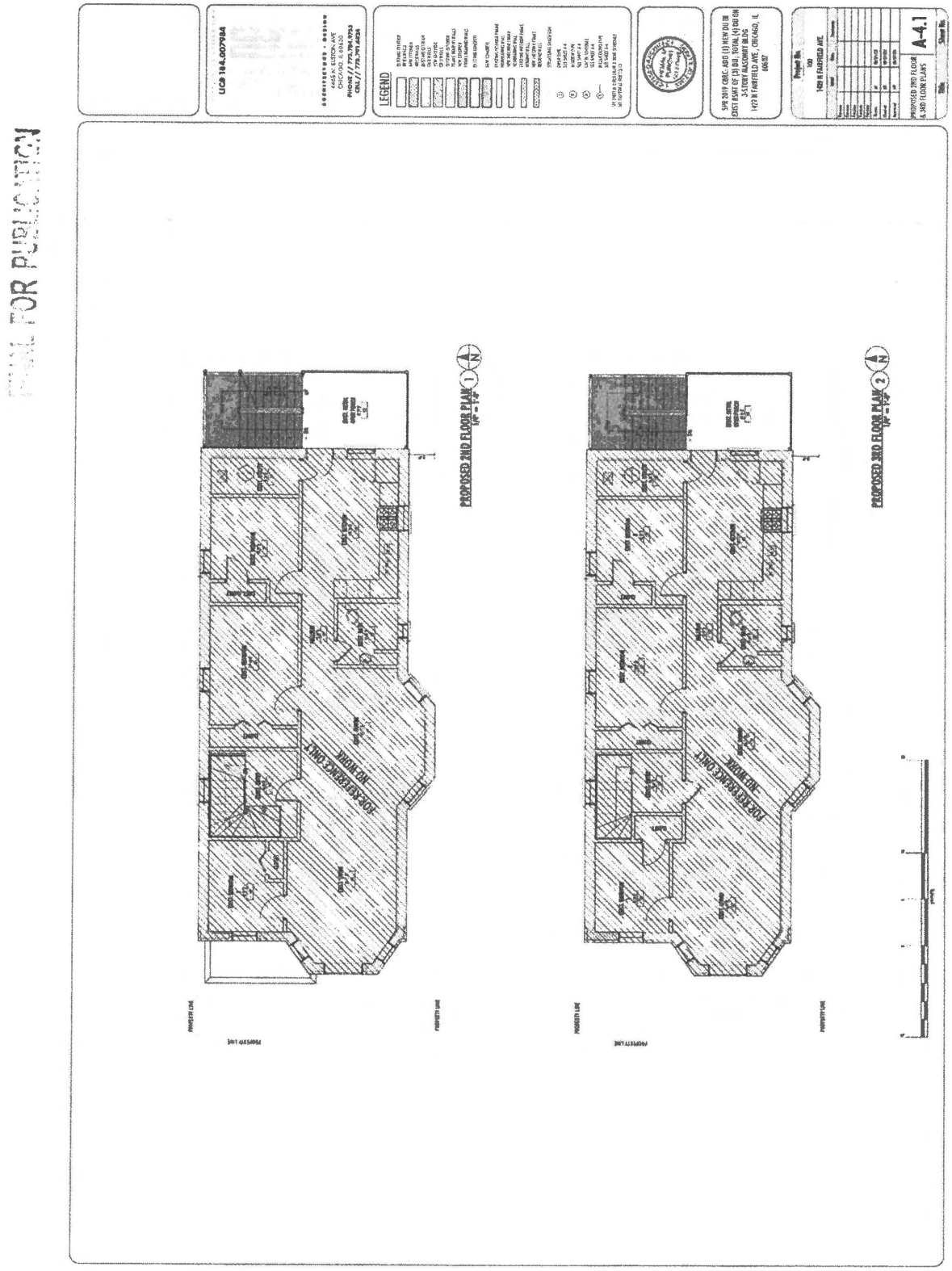
FINAL FOR PUBLICATION

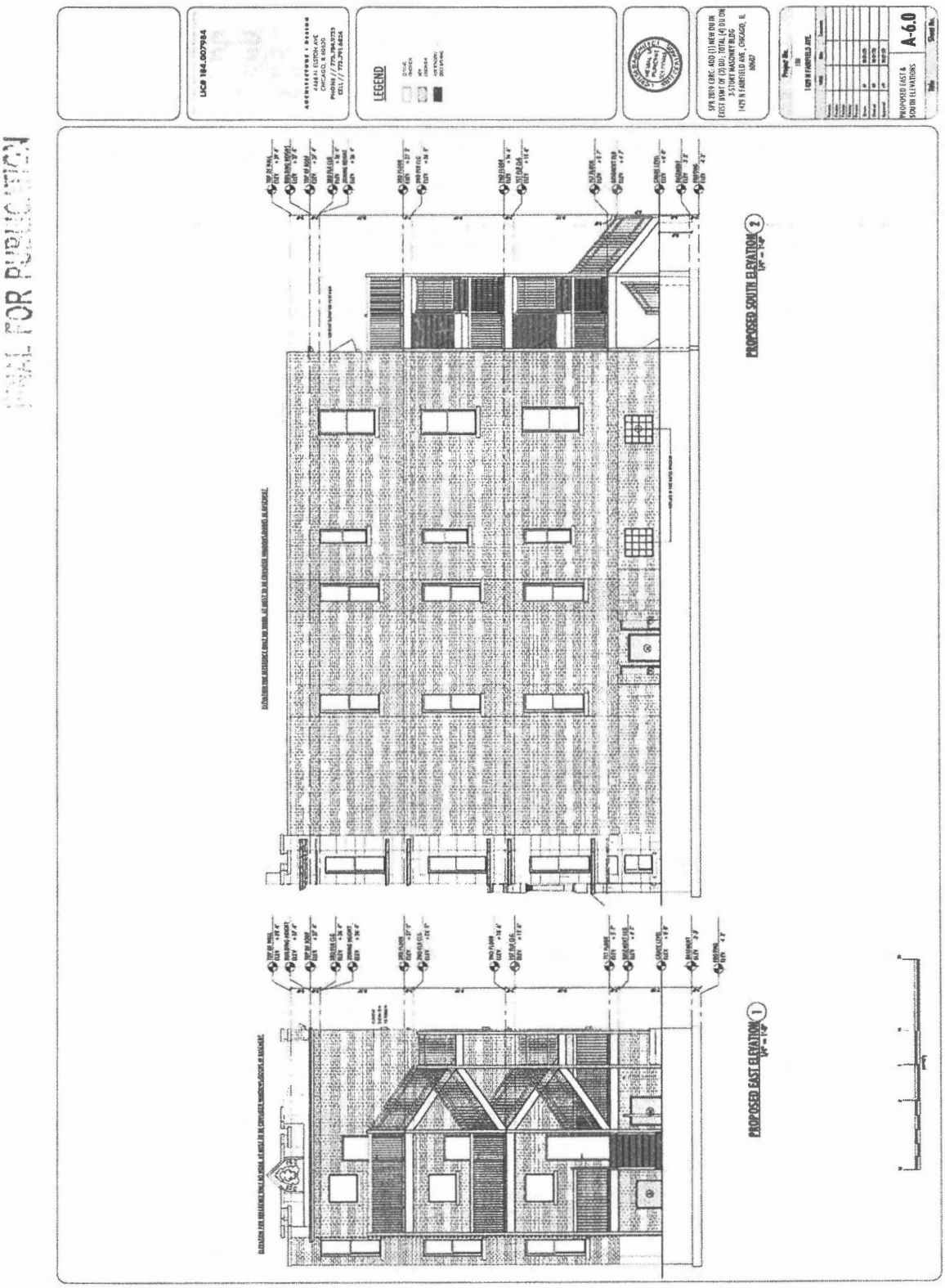

FINAL FOR PUBLICATION
EXISTING 2ND FLOOR PLAN
EXISTING 3RD FLOOR PLAN
A-2.1.

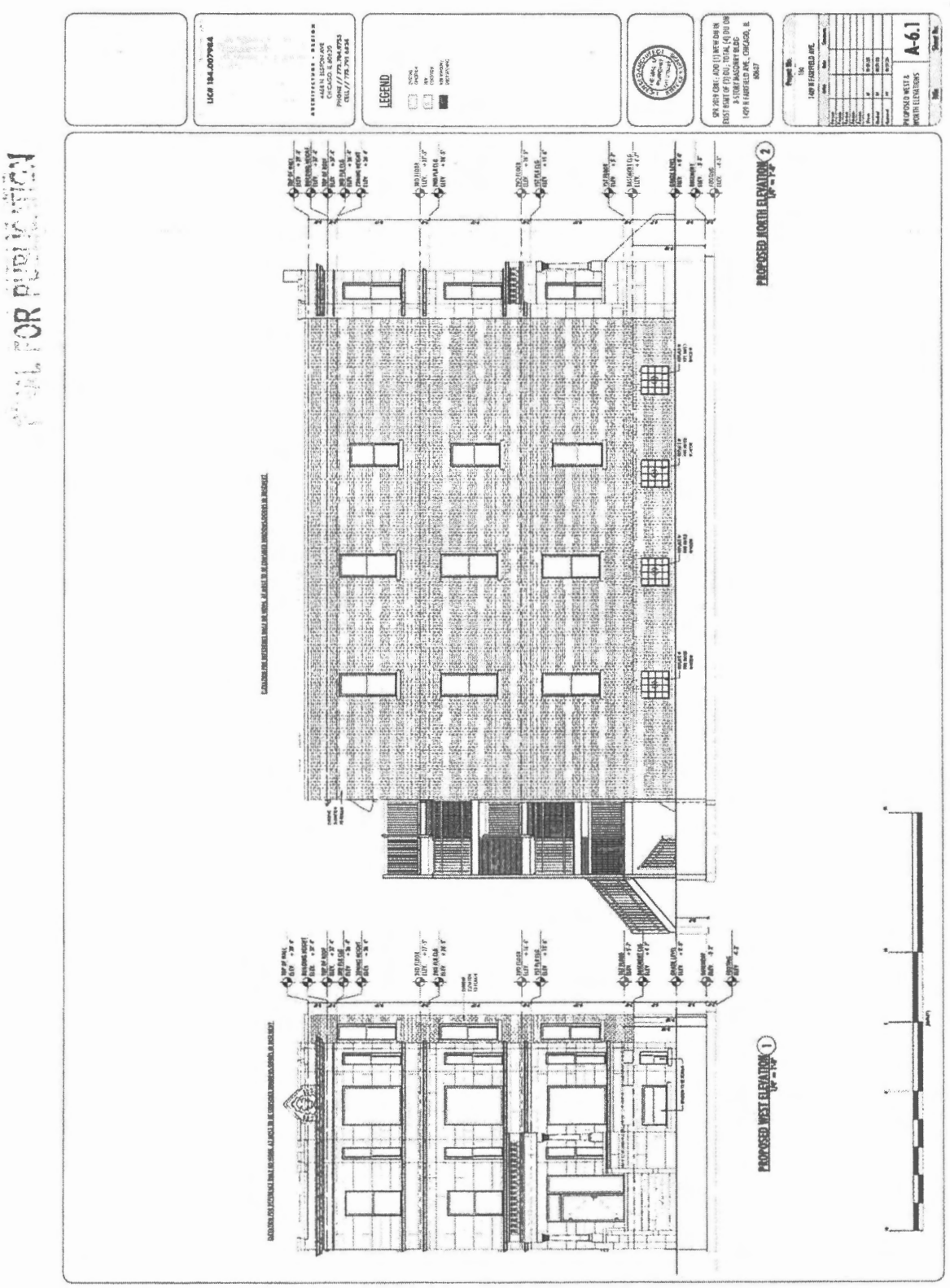

FINAL FOR PUBLICATION
LEGEND
EXISTING SOUTH ELEVATION
EXISTING EAST ELEVATION
A-3.0


LEGEND
EXISTING WEST ELEVATION
EXISTING NORTH ELEVATION
A-3.1


FINAL FOR PUBLICATION
LEGEND
PROPOSED BASEMENT PLAN
PROPOSED 1ST FLOOR PLAN
FOR REFERENCE ONLY
NO PARKING
A-4.0


FINAL FOR PUBLICATION
LEGEND
PROPOSED 2ND FLOOR PLAN
PROPOSED 3RD FLOOR PLAN
FOR REFERENCE ONLY
NO WORK
A-4.1


FINAL FOR PUBLICATION
LEGEND
PROPOSED SOUTH ELEVATION
PROPOSED EAST ELEVATION
A-6.0


LEGEND
PROPOSED NORTH ELEVATION
PROPOSED WEST ELEVATION
A-6.1

*Reclassification Of Area Shown On Map No. 3-L.*
(Application No. 22302T1)
(Common Address: 5034 -- 5048 W. Chicago Ave.)

[O2023-0006013]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) and B3-1 Community Shopping District symbols and indications as shown on Map Number 3-L in the area bounded by:

the alley next north of and parallel to West Chicago Avenue; North Lawler Avenue; West Chicago Avenue; and a line 175 feet west of and parallel to North Lawler Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Conceptual Site Plan; 1st Floor Plan -- New Work Plan; Second and Third Floor Plans; 1st, 2nd, 3rd Floor -- Grass Area Plans; Concept Package; North, South, East and West Building Elevations; and East/West Longitudinal Section attached to this ordinance printed on pages 7858 through 7869 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**ZONING AMENDMENT TYPE 1**

**PROJECT NARRATIVE AND PLANS**

5034-5048 West Chicago Avenue, Chicago, IL 60651

Stone CDC (the "Applicant") is seeking to rezone from RS-3 Residential Single-Unit (detached house) and B3-1 Community Shopping District to a B3-3 Community Shopping District. This zoning classification is being sought through the Type 1 zoning map amendment process pursuant to section 17-13-0303-C of the City of Chicago Zoning Ordinance.

A. Proposed Land Use: The property is currently vacant land. The Applicant proposes to build a 3-story commercial building, that is 24,775 square feet, and 40 feet tall with fifteen (15) off street parking spaces, for a medical service clinic and treatment facility for Lurie's Children's Hospital and a mixed-use space with a café restaurant, offices, and community meeting and event space for Stone CDC. The projects' goal is to create community connections, that protect and heal not only the area youth but the boarder community.

B. Project's Floor Area Ratio: 1.13 FAR

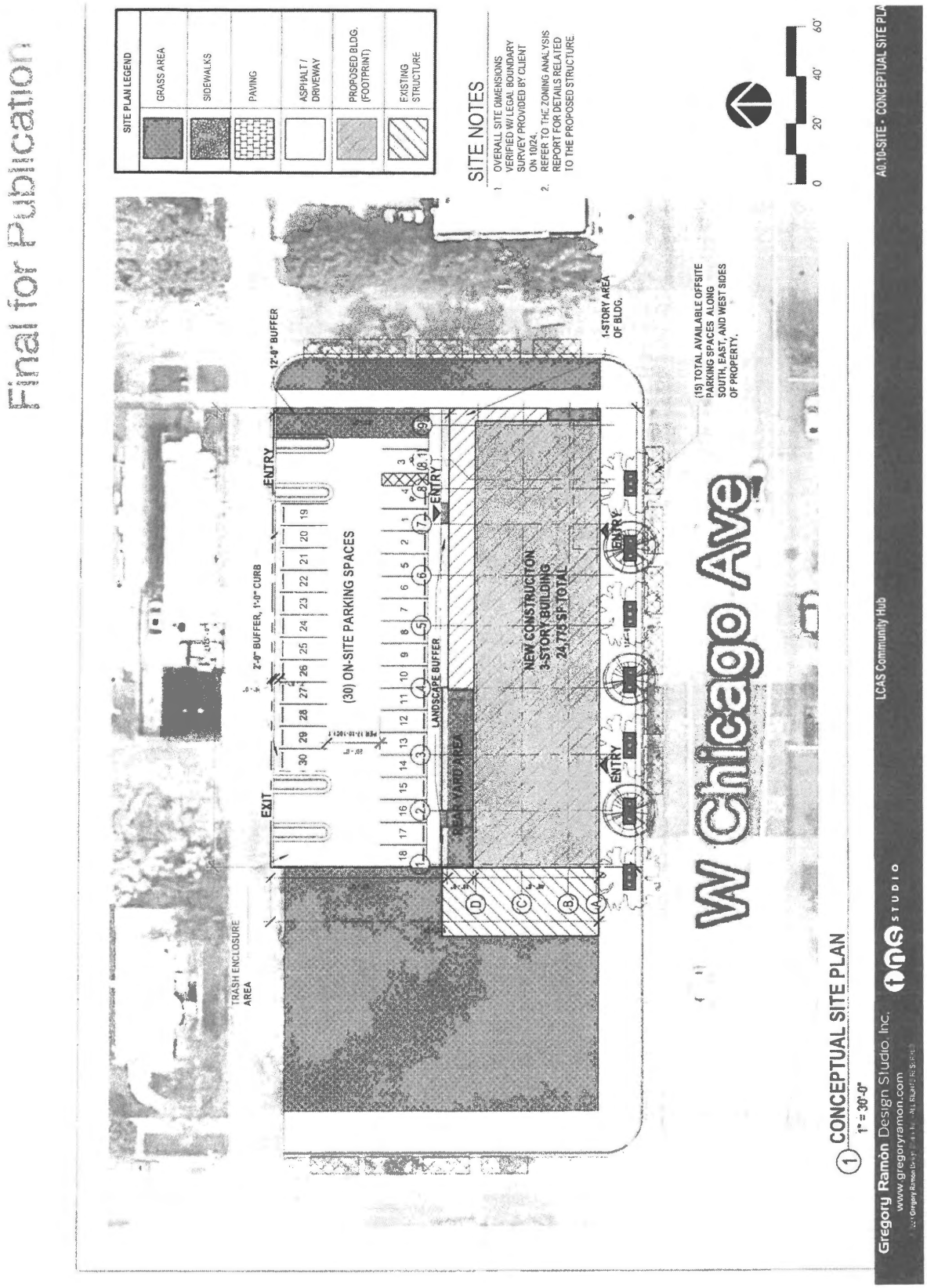
C. Project's Density: proposed building size: 24,775 square feet, 3-story commercial building, building has no dwelling units.

D. **Off Street Parking: 15 spaces

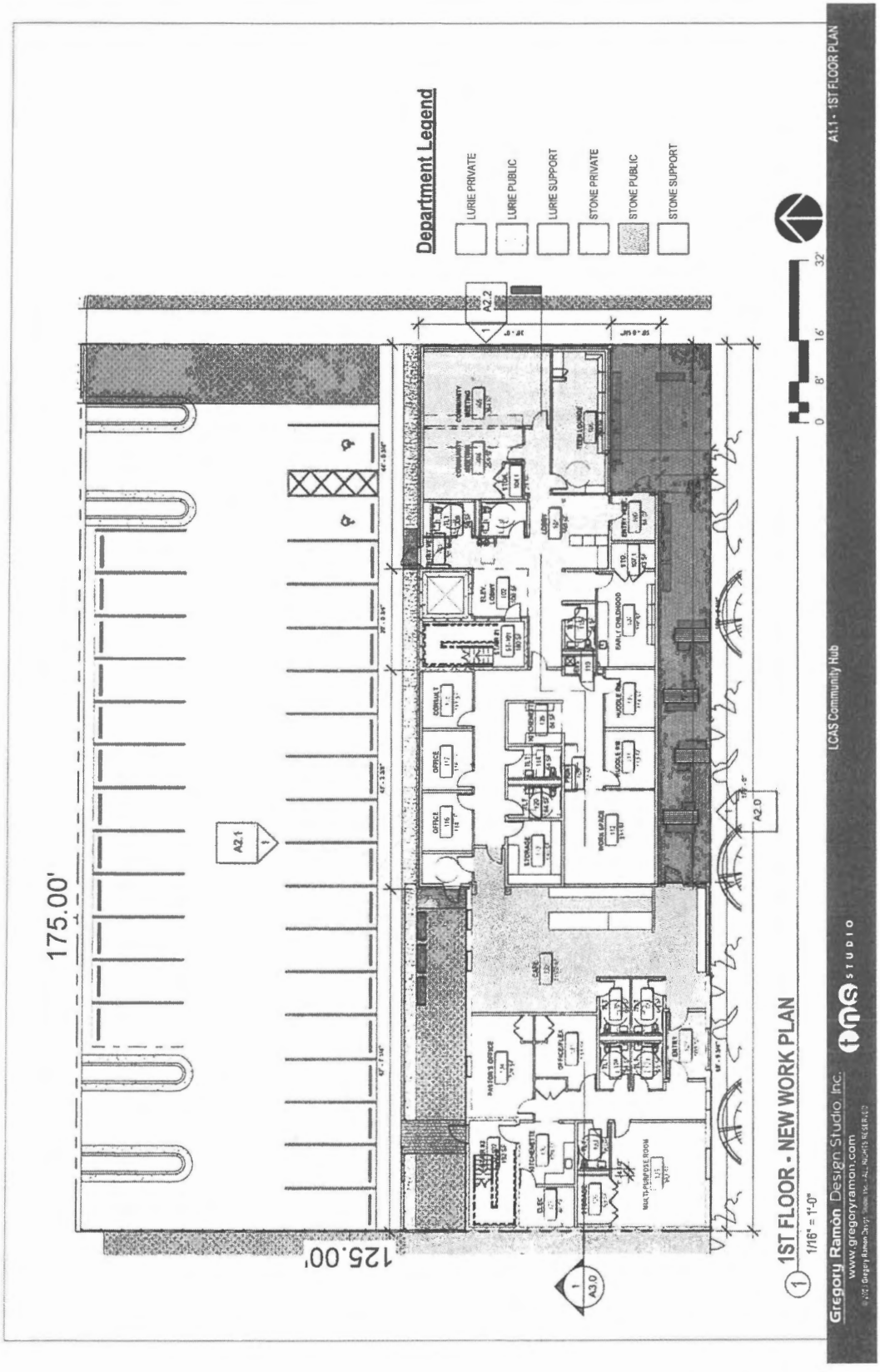
E. Rear Setback: 67'- 0" provided, none required.
Side Setback (East): 0'- 0"
Side Setback (West): 0'- 0"
Front Setback: 0'- 0"

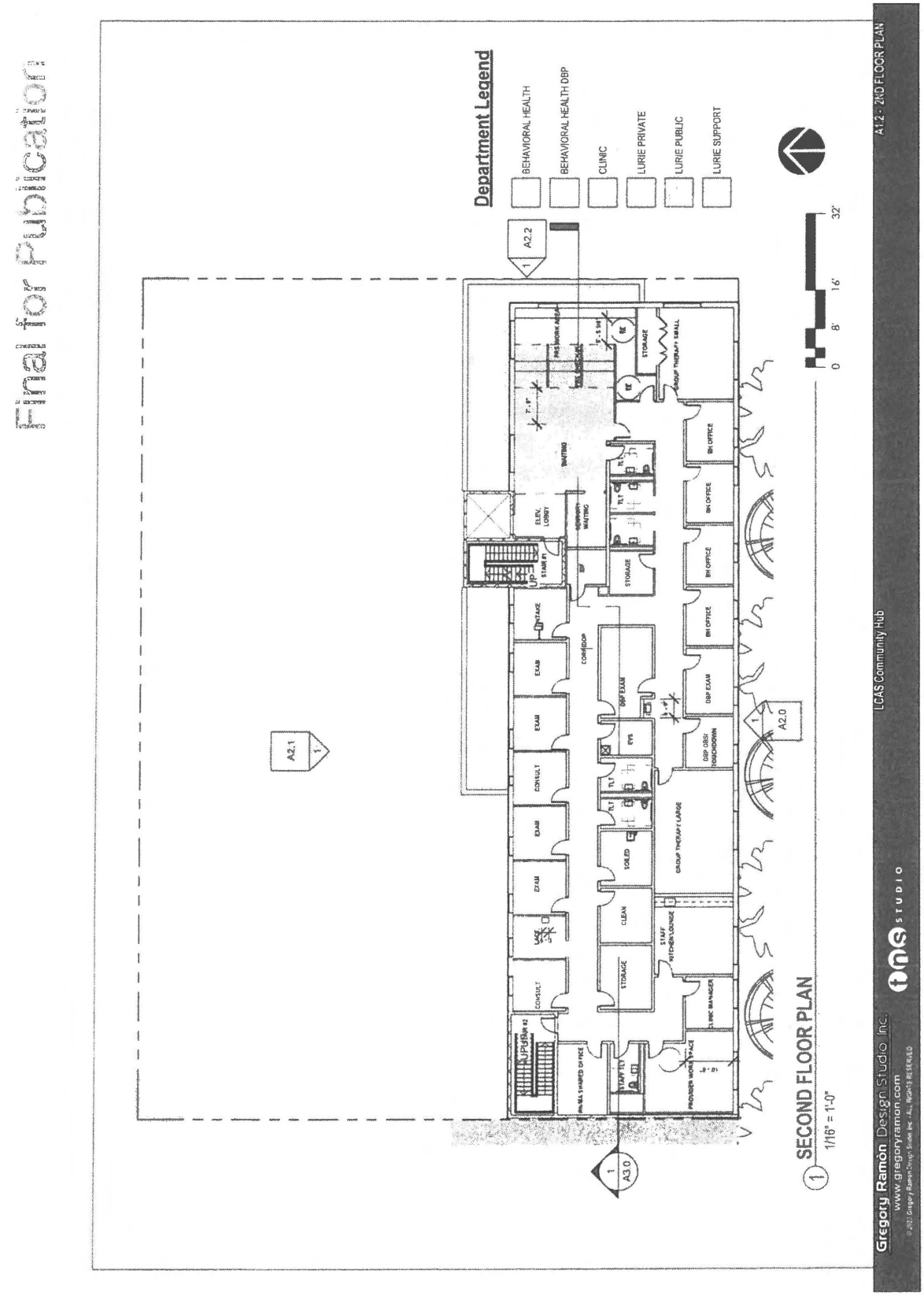
F. Building Height: 40 feet

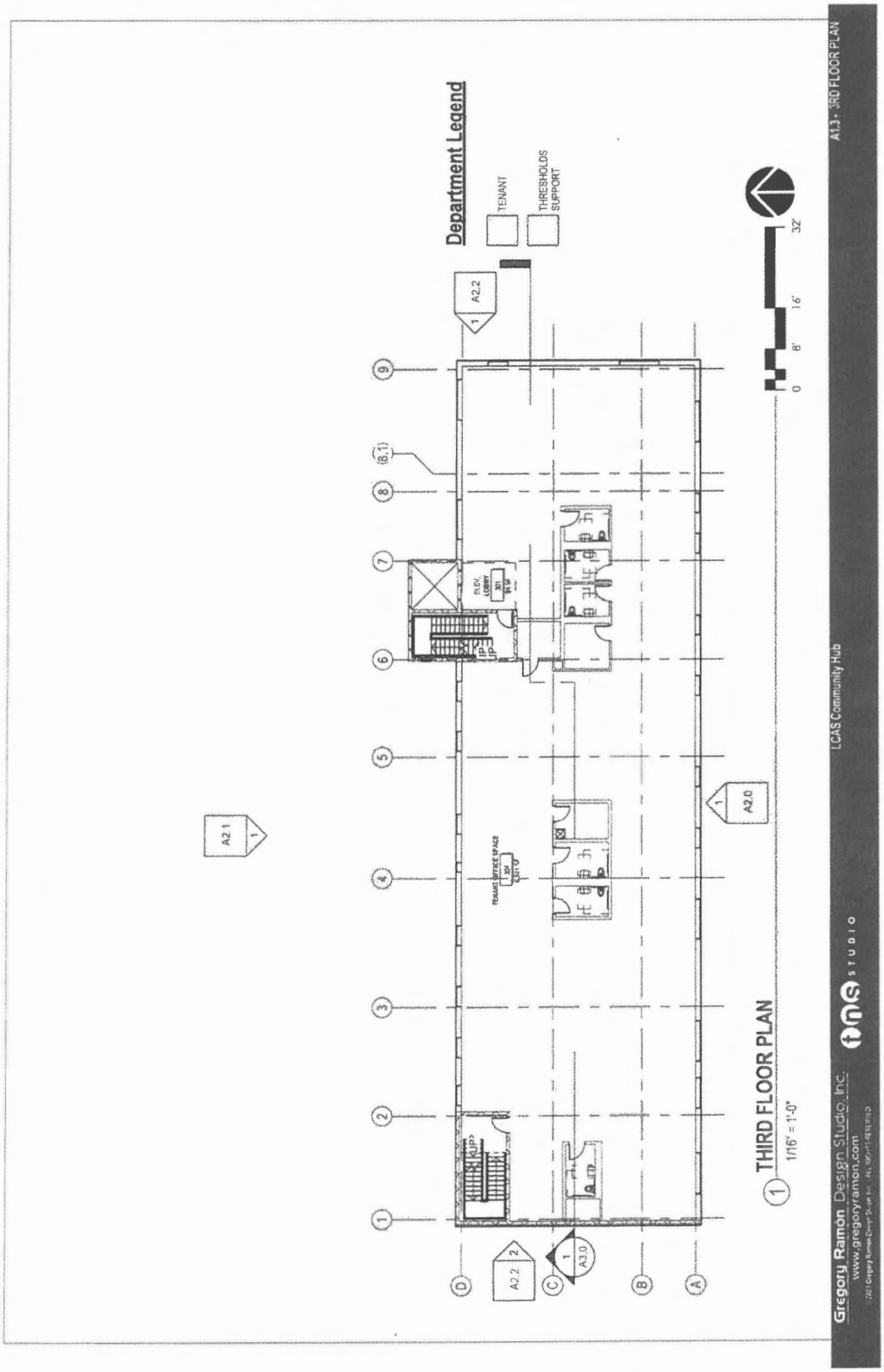
** This project is within a Transit-Serviced Location ("TSL") Bus boundary. 50% parking reduction is allowed. The Applicant will seek relief of the required parking spaces as per section 17-10-0102-B Transit-Serviced Locations**


Final for Publication
SITE PLAN LEGEND
GRASS AREA
SIDEWALKS
PAVING
ASPHALT / DRIVEWAY
PROPOSED BLDG. (FOOTPRINT)
EXISTING STRUCTURE
SITE NOTES
1. OVERALL SITE DIMENSIONS VERIFIED W/ LEGAL BOUNDARY SURVEY PROVIDED BY CLIENT ON 10/24.
2. REFER TO THE ZONING ANALYSIS REPORT FOR DETAILS RELATED TO THE PROPOSED STRUCTURE.
0 20' 40' 60'
12'-0" BUFFER
1-STORY AREA OF BLDG.
(15) TOTAL AVAILABLE OFFSITE PARKING SPACES ALONG SOUTH, EAST, AND WEST SIDES OF PROPERTY.
ENTRY
EXIT
2'-0" BUFFER, 1'-0" CURB
(30) ON-SITE PARKING SPACES
LANDSCAPE BUFFER
REAR YARD AREA
NEW CONSTRUCITON 3-STORY BUILDING 24,775 SF TOTAL
TRASH ENCLOSURE AREA
W Chicago Ave
CONCEPTUAL SITE PLAN
1" = 30'-0"
Gregory Ramon Design Studio, Inc.
www.gregoryramon.com
LCAS Community Hub
A0.10-SITE - CONCEPTUAL SITE PLA

Final Submission




Final for Publication
Department Legend
BEHAVIORAL HEALTH
BEHAVIORAL HEALTH DBP
CLINIC
LURIE PRIVATE
LURIE PUBLIC
LURIE SUPPORT
A2.2
A2.1
A2.0
A3.0
0 8' 16' 32'
1 SECOND FLOOR PLAN
1/16" = 1'-0"
LCAS Community Hub
A1.2 - 2ND FLOOR PLAN
Gregory Ramon Design Studio Inc.
www.gregoryramon.com
tns STUDIO


Department Legend
TENANT
THRESHOLDS SUPPORT
A2.2
A2.1
A2.0
A3.0
A2.2
THIRD FLOOR PLAN
1/16" = 1'-0"
0
8'
16'
32'
A1.3 - 3RD FLOOR PLAN
LCAS Community Hub
Gregory Ramon Design Studio, Inc.
www.gregoryramon.com
tms STUDIO

GROSS BLDG. AREA

| LEVEL | TENANT | AREA |
|---|---|---|
| LURIE CHILDREN'S | | |
| 1ST FLOOR | LURIE CHILDREN'S | 4,819 SF |
| | | 4,819 SF |
| STONE CDC | | |
| 1ST FLOOR | STONE CDC | 3,275 SF |
| | | 3,275 SF |
| | | 8,094 SF |

Building Area Legend

LURIE CHILDREN'S

STONE CDC

LURIE CHILDREN'S

4,819 SF

UP

STONE CDC

3,275 SF

UP

0 8' 16' 32'

1 1ST FLOOR GROSS AREA PLAN

1/16" = 1'-0"

Gregory Ramon Design Studio Inc.

www.gregoryramon.com

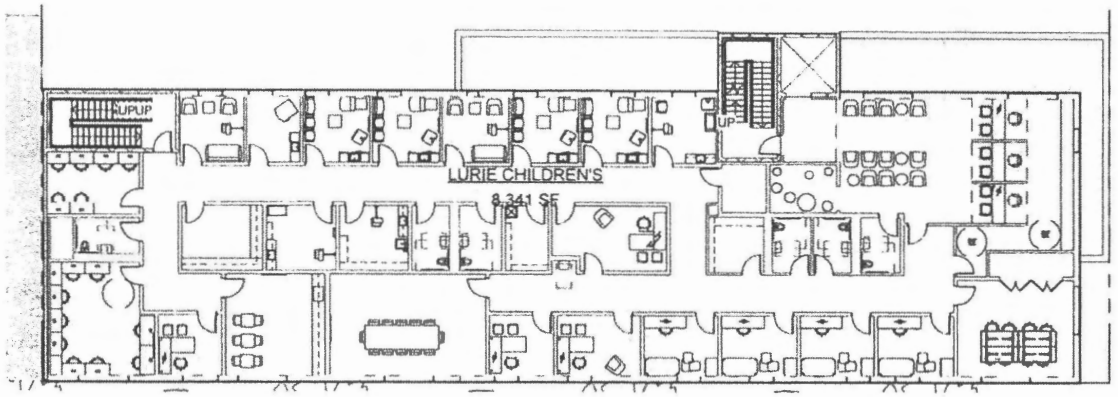
LCAS Community Hub

A03 - AREA PLANS - OVERVIEW

Final for Publication



| GROSS BLDG. AREA | | |
|---|---|---|
| LEVEL | TENANT | AREA |
| | | |
| LURIE CHILDREN'S | | |
| 2ND FLOOR | LURIE CHILDREN'S | 8,341 SF |
| | | 8,341 SF |
| | | 8,341 SF |




**Building Area Legend**

LURIE CHILDREN'S

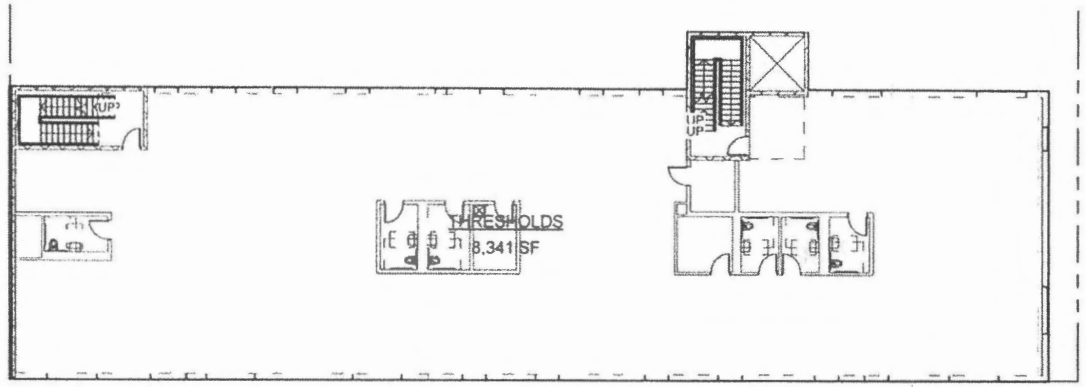
## 1 2ND FLOOR GROSS AREA PLAN

1/16" = 1'-0"

0 8' 16' 32'

Final for Publication

| GROSS BLDG. AREA | | |
|---|---|---|
| LEVEL | TENANT | AREA |
| | | |
| THRESHOLDS | | |
| 3RD FLOOR | THRESHOLDS | 8,341 SF |
| | | 8,341 SF |
| | | 8,341 SF |




**Building Area Legend**

THRESHOLDS

1 **3RD FLOOR GROSS AREA PLAN**

1/16" = 1'-0"

0 8' 16' 32'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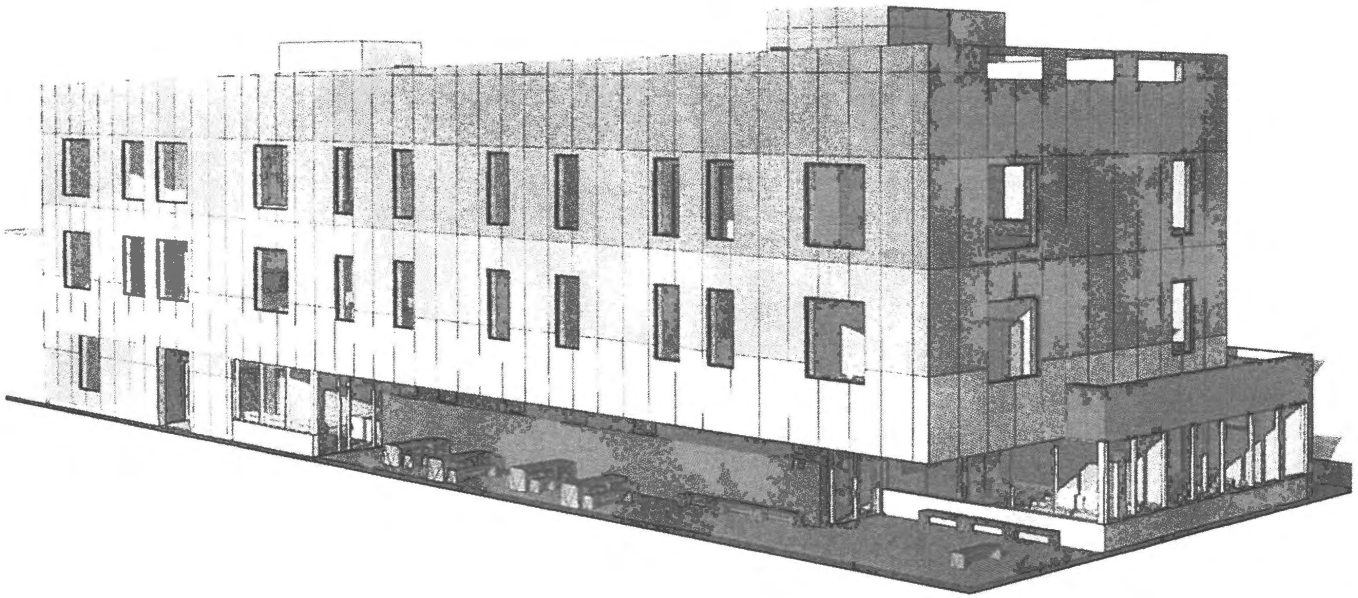
# LCAS Community Hub

5046 W. CHICAGO AVE.
CHICAGO, IL 60651

**Client: Stone CDC | Lurie Children's**

**CONCEPT PACKAGE**

10.02.2023



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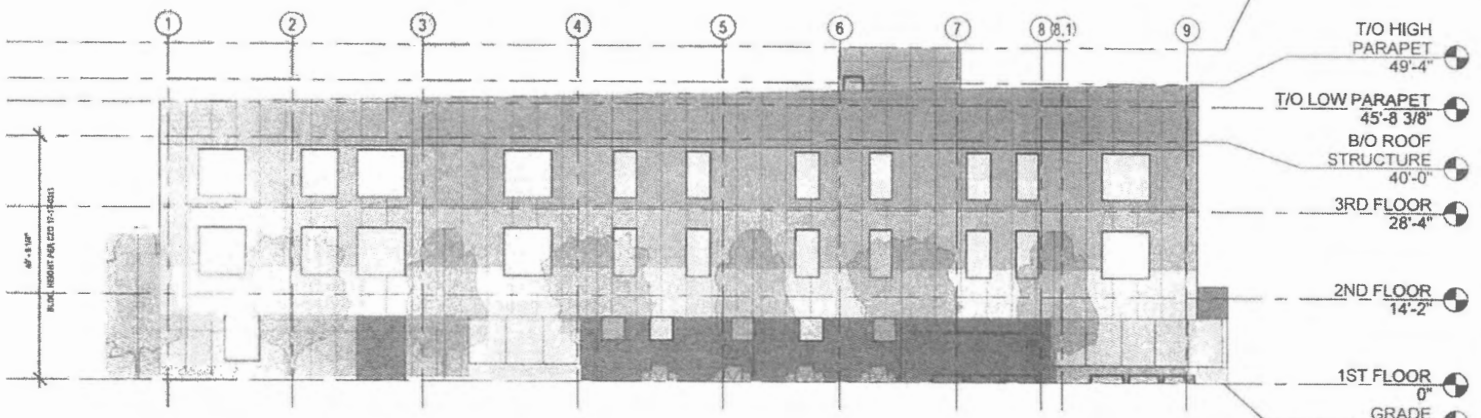
Architect:
Gregory Ramòn Design Studio, Inc.
www.gregoryramon.com

Final for Publication





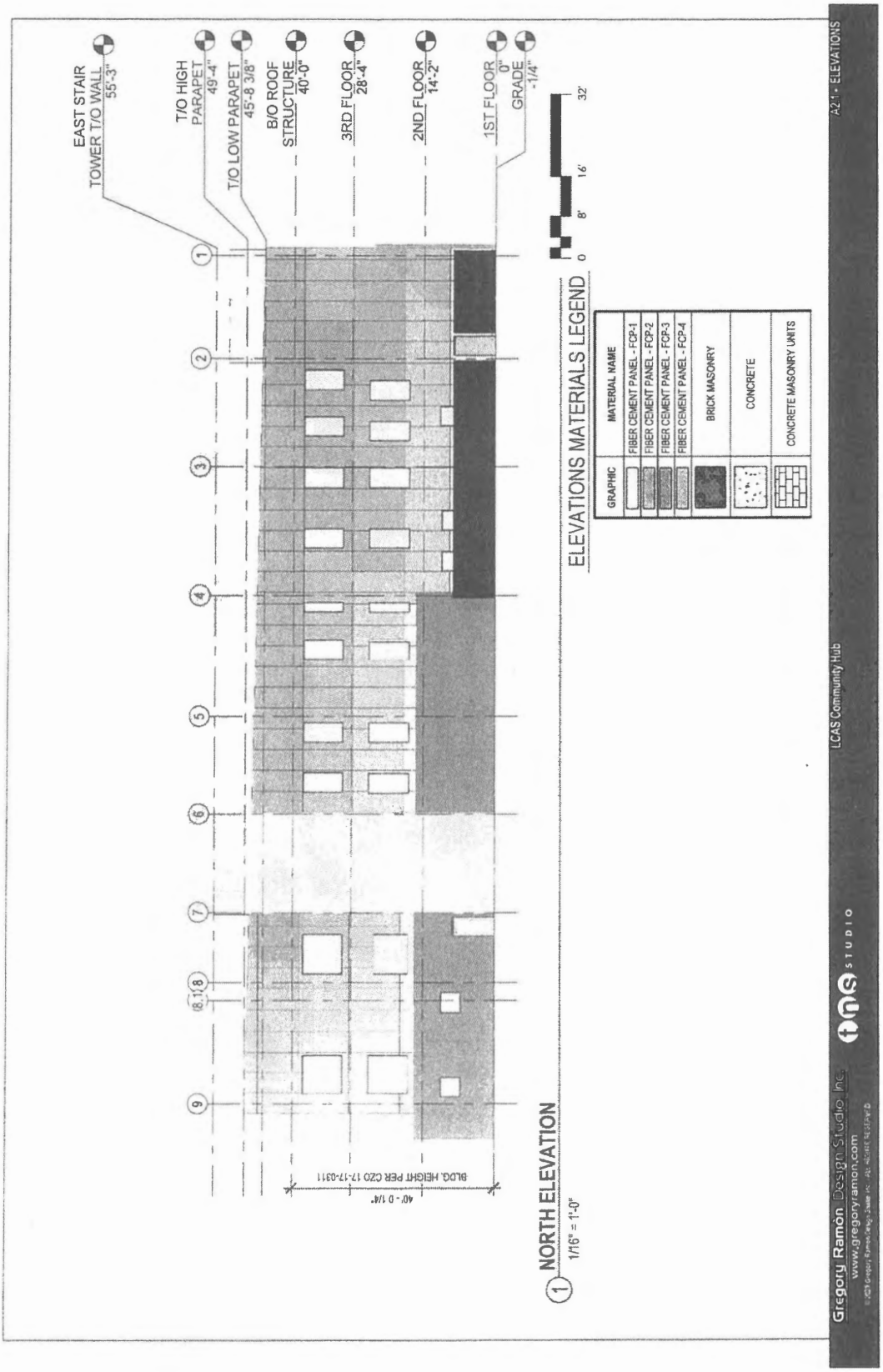

1 SOUTH ELEVATION
1/16" = 1'-0"

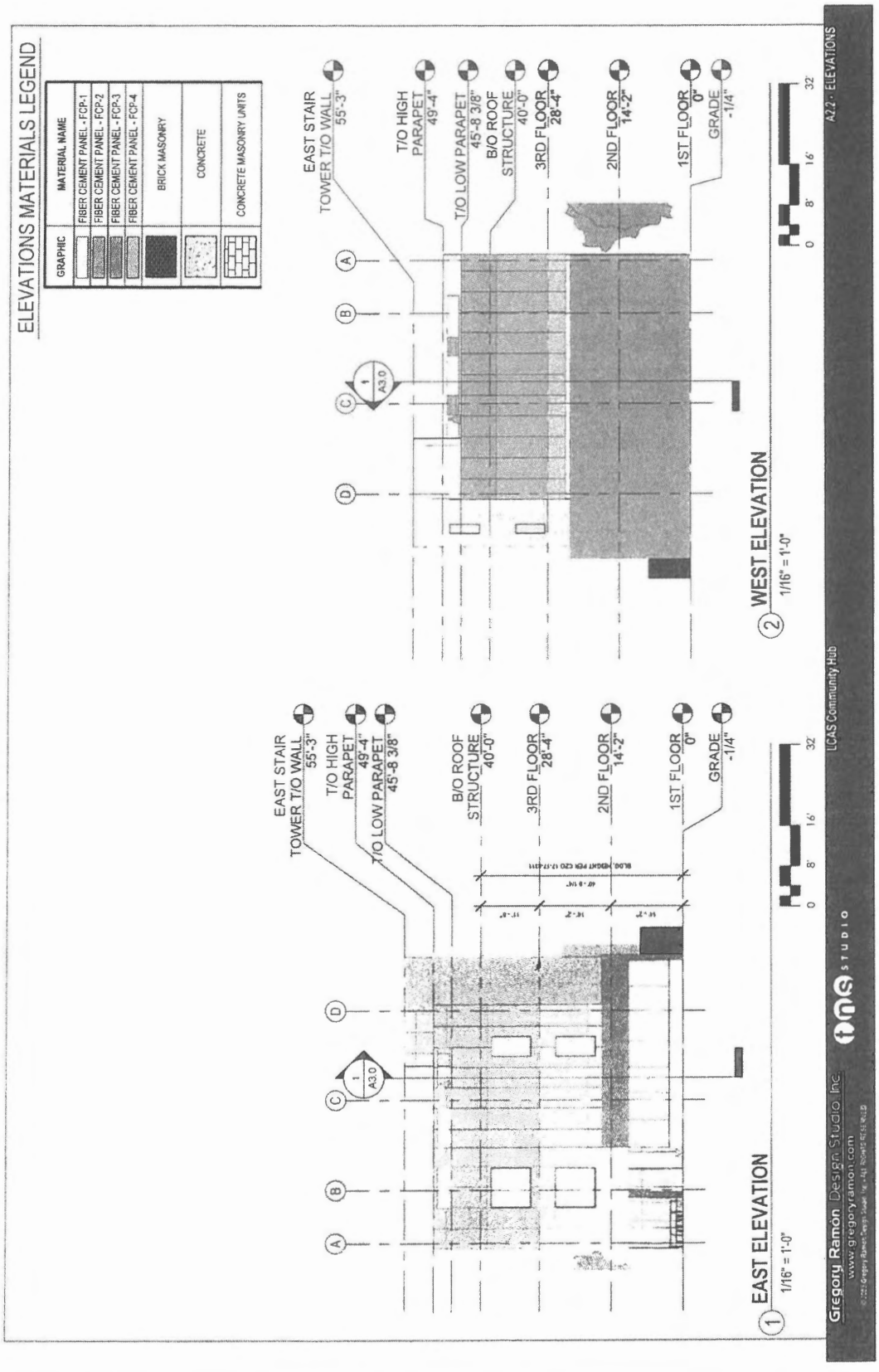
ELEVATIONS MATERIALS LEGEND

| GRAPHIC | MATERIAL NAME |
|---|---|
| | FIBER CEMENT PANEL - FCP-1 |
| | FIBER CEMENT PANEL - FCP-2 |
| | FIBER CEMENT PANEL - FCP-3 |
| | FIBER CEMENT PANEL - FCP-4 |
| | BRICK MASONRY |
| | CONCRETE |
| | CONCRETE MASONRY UNITS |

0 8' 16' 32'

Final for publication




Final for Publication
ELEVATIONS MATERIALS LEGEND
GRAPHIC
MATERIAL NAME
FIBER CEMENT PANEL - FCP-1
FIBER CEMENT PANEL - FCP-2
FIBER CEMENT PANEL - FCP-3
FIBER CEMENT PANEL - FCP-4
BRICK MASONRY
CONCRETE
CONCRETE MASONRY UNITS
EAST STAIR TOWER T/O WALL 55'-3"
T/O HIGH PARAPET 49'-4"
T/O LOW PARAPET 45'-8 3/8"
B/O ROOF STRUCTURE 40'-0"
3RD FLOOR 28'-4"
2ND FLOOR 14'-2"
1ST FLOOR 0"
GRADE -1/4"
1 A3.0
1 EAST ELEVATION
1/16" = 1'-0"
2 WEST ELEVATION
1/16" = 1'-0"
0 8' 16' 32'
Gregory Ramón Design Studio Inc.
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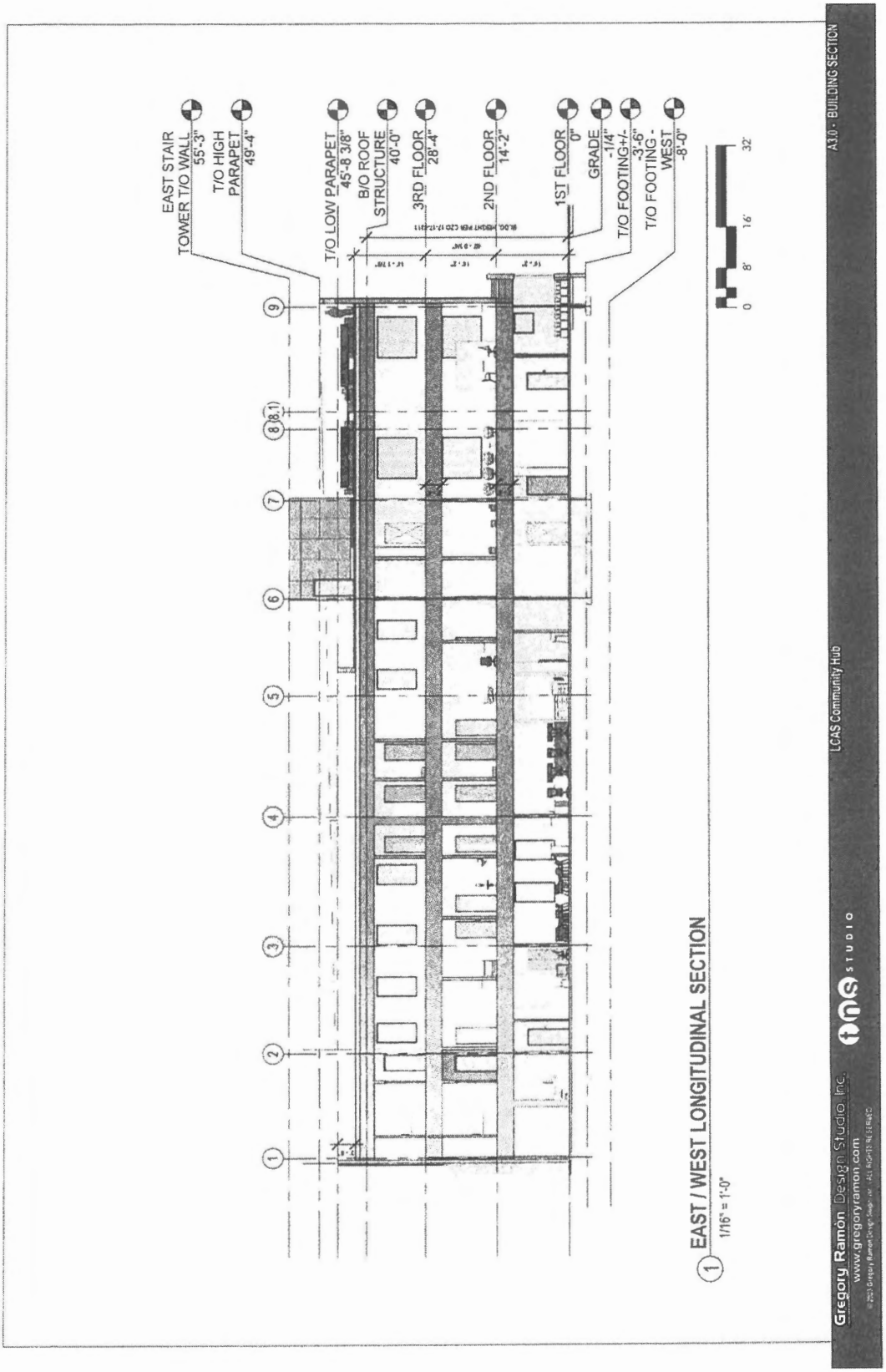
LCAS Community Hub
A2.2 - ELEVATIONS


Final for Publication
EAST STAIR TOWER T/O WALL 55'-3"
T/O HIGH PARAPET 49'-4"
T/O LOW PARAPET 45'-8 3/8"
B/O ROOF STRUCTURE 40'-0"
3RD FLOOR 28'-4"
2ND FLOOR 14'-2"
1ST FLOOR 0"
GRADE -1/4"
T/O FOOTING+/- -3'-6"
T/O FOOTING - WEST -8'-0"
1 2 3 4 5 6 7 8 8.1 9
0 8' 16' 32'
1 EAST / WEST LONGITUDINAL SECTION
1/16" = 1'-0"
LCAS Community Hub
A3.0 - BUILDING SECTION
Gregory Ramon Design Studio Inc.
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GRS STUDIO

*Reclassification Of Area Shown On Map No. 9-J.*
(Application No. A-8851)
(Common Address: 3863 -- 3909 N. Drake Ave.)

[O2023-0004058]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B2-2 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 9-J in the area bounded by:

a line 501 feet south of and parallel to West Irving Park Road; the alley next east of and parallel to North Drake Avenue; a line from a point 578 feet south of West Irving Park Road on the western right-of-way line of the alley next east of and parallel to North Drake Avenue, running southwesterly to a point 631.4 feet south of West Irving Park Road at the intersection of the eastern right-of-way line of North Drake Avenue and the northeastern right-of-way line of North Elston Avenue; North Elston Avenue; and North Drake Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 14-M.*
(Application No. 22301)
(Common Address: 5710 -- 5718 S. Central Ave.)

[O2023-0006012]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District and RS2 Residential Single-Unit (Detached House) symbols and indications as shown on Map Number 14-M in the area bounded by:

a line 101.55 feet south of and parallel to West 57th Street; South Central Avenue; a line 201.55 feet south of and parallel to West 57th Street; and the public alley next west of and parallel to South Central Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 26-B.*
(As Amended)
(Application No. 22251T1)
(Common Address: 10301 -- 10347 S. Torrence Ave.)
[SO2023-0004105]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C2-1 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 26-B in the area bounded by:

East 103rd Street; The Chicago, Rock Island and Pacific Railroad; a line 435 feet south of and parallel to East 103rd Street; and South Torrence Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Proposed Site Plan; Proposed Floor Plans; and North, South, East and West Exterior Building Elevations attached to this ordinance printed on pages 7873 through 7878 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Substitute Narrative and Plans
For Type-1 Zoning Map Amendment
10301-47 South Torrence Avenue
Chicago, IL 60617
From M1-1 to C2-2 Type-1

**Narrative:**

The Applicants, Lariba Group, LLC and ATG, LLC, are seeking a map amendment from C2-1 Type-1 Motor Vehicle Related Commercial District to that of a C2-2 Type-2 Motor Vehicle Related Commercial District in order to allow the construction of a proposed 1 Story Retail Shopping Center and 1 Story building for Oil/Tire Change and Diesel Fueling Station.

The property has improvement of a 2,244.44 sq. ft. 1 story brick building with fast food restaurant 260 feet south of 103rd street. Also south and east of the one story building are two fenced cell towers.

Applicants are seeking to develop a 6,029 sq. ft. Retail Shopping Center, 321 feet south of 103rd street. with 25 off-street parking spaces and 1 ADA parking spaces to be used for the customers.

The applicants also are seeking to develop a6216 sq. ft. Oil/Tire Change and Diesel Fueling Station, Zero feet south of 103rd street with 24 off-street parking spaces and (1) ADA parking space to be used for the customers.

• Lot Area to be redeveloped: 83,955 sq. ft.

• Buildings Size: Existing 2,224.44 + Proposed 6,029 + Proposed 6,216
Total Building Size: 14,469.44 sq. ft.

(a) Floor Area Ratio: 0.18

(b) Bulk and Density: No residential Not applicable.

(c) Off-Street Parking: 49 on-site parking spaces.

(d) Setbacks for Retail Shopping Center:

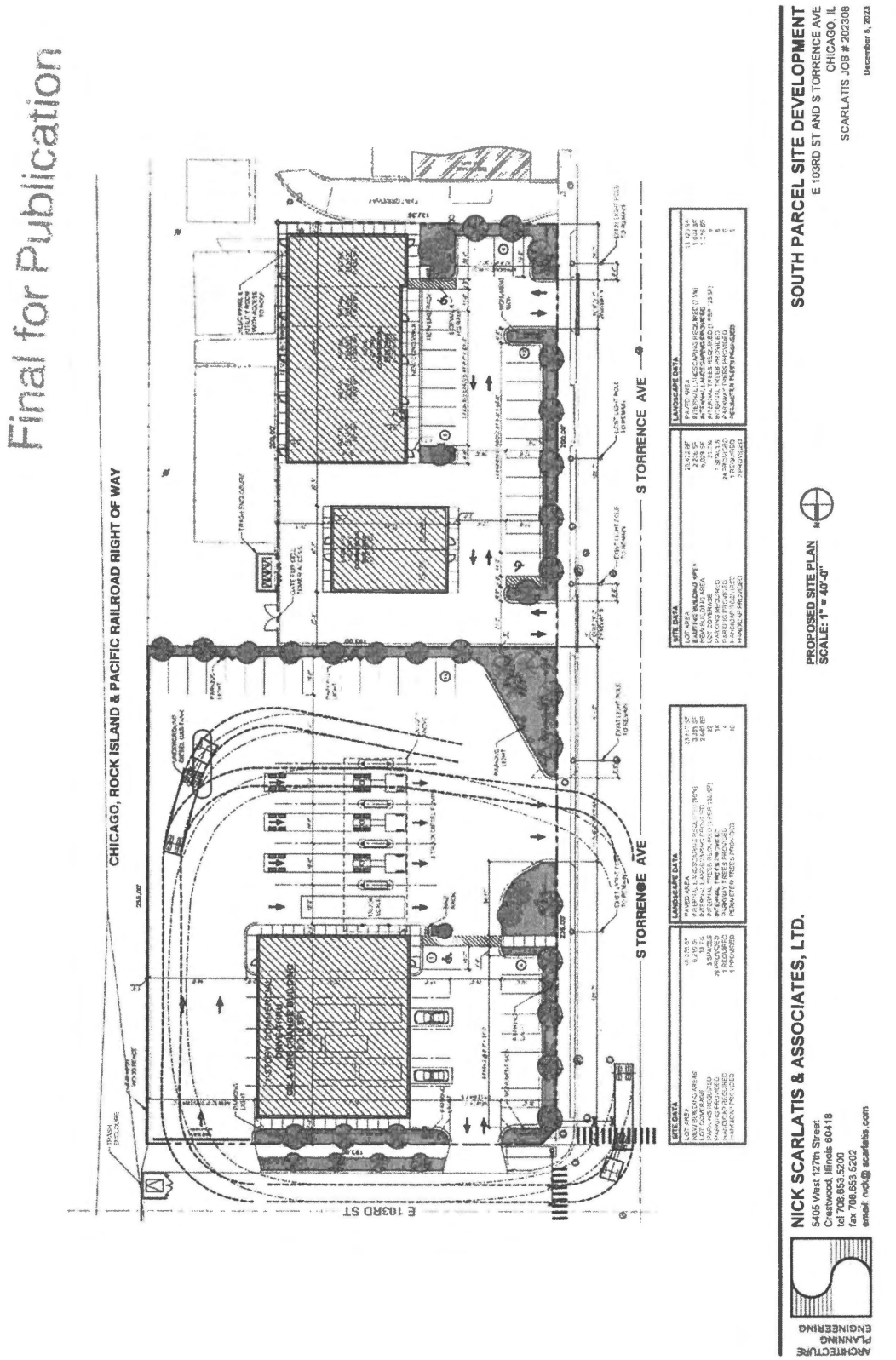
| | | |
|---|---|---|
| : | Front: 51.26ft | North Side: 260 ft. |
| | Rear: 71.17 ft. | South Side: 5.0 ft. |

(e) Building Height: 22 feet and 8 inches. (Proposed)

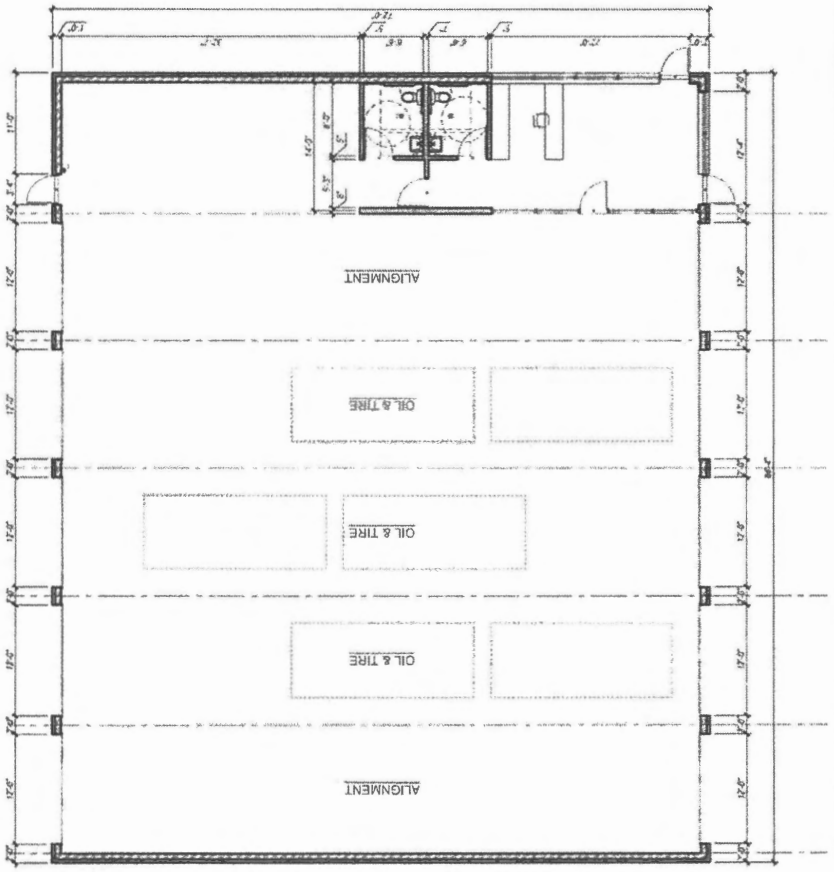
(f) Setbacks for Oil/Tire Change Center:

| | | |
|---|---|---|
| : | Front: 69 ft | North Side: 12 ft. |
| | Rear: 46 ft. | South Side: 33 ft. |

(e) Building Height: 22 feet and 8 inches. (Proposed)


Final for Publication
CHICAGO, ROCK ISLAND & PACIFIC RAILROAD RIGHT OF WAY
S TORRENCE AVE
E 103RD ST
PROPOSED SITE PLAN
SCALE: 1" = 40'-0"
SOUTH PARCEL SITE DEVELOPMENT
E 103RD ST AND S TORRENCE AVE
CHICAGO, IL
SCARLATIS JOB # 202308
December 6, 2023
NICK SCARLATIS & ASSOCIATES, LTD.
5405 West 127th Street
Crestwood, Illinois 60418
tel 708.853.5200
fax 708.653.5202
email nick@ scarlatis.com
ARCHITECTURE
PLANNING
ENGINEERING

Final Publication




**OIL/TIRE CHANGE BUILDING**
E 103RD ST AND S TORRENCE AVE
CHICAGO, IL
SCARLATIS JOB # 202308
December 5, 2023

PROPOSED FLOOR PLAN
SCALE: 3/32" = 1'-0"

ARCHITECTURE
PLANNING
ENGINEERING

**NICK SCARLATIS & ASSOCIATES, LTD.**
5405 West 127th Street
Crestwood, Illinois 60418
tel 708.653.5200
fax 708.653.5202
email: nick@ scarlatis.com

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PROPOSED FLOOR PLAN
SCALE: 3/32" = 1'-0"

**RETAIL BUILDING**
E 103RD ST AND S TORRENCE AVE
CHICAGO, IL
SCARLATIS JOB # 202308
December 12, 2023

**NICK SCARLATIS & ASSOCIATES, LTD.**
5405 West 127th Street
Crestwood, Illinois 60418
tel 708.853.5200
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email: nick@ scarlatis.com

ARCHITECTURE
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Final for Publication
1 WEST ELEVATION
2 NORTH ELEVATION
3 SOUTH ELEVATION
4 EAST ELEVATION
PROPOSED EXTERIOR ELEVATIONS
SCALE: 3/32" = 1'-0"
PROPOSED RETAIL BUILDING
10301-10341 S TORRENCE AVE
CHICAGO, IL 60617
SCARLATIS JOB # 202308
September 28, 2023
NICK SCARLATIS & ASSOCIATES, LTD.
5405 West 127th Street
Crestwood, Illinois 60418
tel 708.653.5200
fax 708.653.5202
email: nick@ scarlatis.com
ARCHITECTURE
PLANNING
ENGINEERING

Final for publication
SOUTH ELEVATION
NORTH ELEVATION
PROPOSED EXTERIOR ELEVATIONS
SCALE: 1/8" = 1'-0"
OIL/TIRE CHANGE BUILDING
E 103RD ST AND S TORRENCE AVE
CHICAGO, IL
SCARLATIS JOB # 202308
December 5, 2023
NICK SCARLATIS & ASSOCIATES, LTD.
5405 West 127th Street
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email nick@ scarlatis.com
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## DESIGNATION OF 2678 W. WASHINGTON BLVD. AS CHICAGO LANDMARK.

[O2023-0005896]

(Committee Meeting Held December 12, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on December 12, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0005763 for the amendment of Municipal Code Sections 17-5-0200 and 17-5-0207 regarding standards for rooftop and grade outdoor dining.

Page 1 also contains Document Number O2023-0005759 for the amendment of the Municipal Code by adding Section 17-13-0303-D regarding optional administrative adjustment and variation to applications.

Page 1 further contains Document Number O2023-0005896 regarding the historical landmark designation for 2678 West Washington Boulevard, located in the 27th Ward.

Lastly, pages 1 through 3 contain various map amendments in the 9th, 10th, 13th, 24th, 26th, 36th and 37th Wards, noting that Alderperson La Spata would like to be recorded as voting "No" on Document Number O2023-1732/O2023-0005332.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that 2678 West Washington Boulevard, Chicago, Illinois, and legally described in Exhibit 1, attached hereto (the "Site"), satisfies three (3) criteria for landmark designation as set forth in Section 2-120-620(1), (4), and (5) of the Municipal Code; and

WHEREAS, For over 80 years, the Site served a critical role in providing care and opportunity to Chicago's most vulnerable, including women and children who could not afford health care after being discharged from hospitals; homeless, destitute, or otherwise abandoned women without options; unwed mothers and their children; abused and neglected adolescent girls; and the larger homeless population of the city. The various populations served over the years often had little or no other alternatives available to meet their daily needs; and

WHEREAS, The Site has served as a care facility under four different organizations, including the Chicago Home for Convalescent Women and Children, the Florence Crittenton Anchorage, the Volunteers of America's Living Center for Girls, and Inner Voice, Inc., as the need for social services in the neighborhood and city evolved; and

WHEREAS, From 1923 -- 1946, the Site served as the Chicago Home for Convalescent Women and Children. After purchasing the property in 1923, the charity built a dormitory, and used the Site to care for women and children discharged from the charity wards of Chicago's hospitals. The home was "open to anyone (sic), irrespective of religion or nationality." The facility was staffed by health care professionals and supported by donations from prominent Chicagoans, especially women. The Chicago Home for Convalescent Women and Children is said to have cared for more than 15,000 women and children during their existence; and

WHEREAS, From 1949 -- 1973, the Site became the Florence Crittenton Anchorage, serving as a maternity home offering shelter and assistance to unwed mothers. Unwed mothers and their newborns typically resided at the Anchorage for approximately

three months and care was provided by registered nurses and pediatricians. Florence Crittenton homes existed in dozens of cities across the United States. Licensed by the State of Illinois, the Chicago Anchorage was funded by private donations and public funds. In addition to housing and medical care, the Anchorage provided education opportunities and mental health services. At a time when other organizations served only certain populations, the Florence Crittenton Anchorage had no racial or religious restrictions; and

WHEREAS, In the 1980s through the 2010s, the Site became the Living Center for Girls for abused and neglected teens, operated by Volunteers of America, and subsequently one of the shelters of Inner Voice, Inc. in their mission to help house and re-employ Chicago's homeless; and

WHEREAS, The Site's main house is an excellent example of a residential building in the Queen Anne architectural style. Built circa 1880, through a series of remodelings, the building was transformed from a small frame dwelling to a brick mansion. The complex roofline with front-facing gable and dormers, asymmetric composition, corner tower with conical bay, decorative richness and variety, and projecting bays exemplify the style; and

WHEREAS, The Site's dormitory and its sympathetic later addition reflect the Italian Renaissance and French Eclectic "period" styles popular in the 1920s, during the second phase of the Eclectic movement in America. The building features distinctive masonry and stucco detailing with dark red brick window surrounds and quoining contrasting with flat, white fields of stucco. These unusual design motifs reflect the Eclectic movement's preference for "correct" architectural detail and give the building a distinctive presence in the East Garfield Park Community Area; and

WHEREAS, The Site's dormitory was designed by the noted Chicago architecture firm of Holabird & Roche, whose founders were recognized as major, innovative, and prolific practitioners of the Chicago School of architecture; and

WHEREAS, The architectural firm of Holabird & Roche was one of the most successful and prolific architectural firms in Chicago between 1883 and 1927. At the time the dormitory was constructed, the firm was responsible for five to ten percent of the construction in the city. Over a dozen of their buildings are designated as individual Chicago landmarks including the Old Colony Building, the Marquette Building, the Chicago Building, the City Hall-County Building, the Three Arts Club, and the Palmer House Hotel; and

WHEREAS, Holabird & Roche's successor firms of Holabird & Root and then Holabird, Root & McGee, the firm responsible for the 1948 addition to and remodeling of the dormitory, continued to shape the look of the City of Chicago over the course of the 20th century, and they remain a major contributor to the city's architectural excellence; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Site has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On October 5, 2023, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Site be designated a Chicago Landmark; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Site is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Site are identified as:

-- All exterior elevations, including rooflines, of the main house and dormitory; and

-- The 2011 bronze "Passage" sculpture.

The current location of the "Passage" sculpture is not integral to the Site's historic configuration, so the statue may be relocated elsewhere on the Site.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Site as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

(Subject To Final Survey And Title Commitment.)

Legal Description:

Lot 2 (except such portion as may have been taken or used for widening of Washington Boulevard) in Morgan and Wright's Addition to Chicago, a subdivision of Lots 3 and 4 in partition of the south half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Site Address:

2670 -- 2704 West Washington Boulevard
Chicago, Illinois; and

2673 -- 2705 West Maypole Avenue
Chicago, Illinois.

Commonly Known As:

2678 West Washington Boulevard
Chicago, Illinois.

Permanent Index Number:

16-12-418-015-0000.

---

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

(Committee Meeting Held November 30, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on November 30, 2023, the following items were passed by a majority of the members present:

Pages 1 through 8 contain various map amendments in the 2nd, 7th, 10th, 13th, 21st, 23rd, 25th, 26th, 27th, 29th, 32nd, 33rd, 36th, 37th, 38th, 43rd, 44th and 47th Wards.

Page 9 contains various large signs over 100 square feet in area and 24 feet above grade in the 6th, 7th, 11th, 12th, 22nd, 25th, 27th, 32nd, 42nd, 45th and 50th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair*

On motion of Alderperson Lawson, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-G.*
(Application No. 22294T1)
(Common Address: 1235 W. Grand Ave.)

[O2023-0005672]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-2 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

North Ogden Avenue; West Grand Avenue; a line 33.33 feet east of the intersection of North Ogden Avenue and West Grand Avenue, as measured at the south right-of-way line of West Grand Avenue and perpendicular hereto; a line 75 feet south of and parallel to West Grand Avenue; and North Elizabeth Street,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[FAR Diagram; Site Plan; Basement, First, Second and Third Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 7886 through 7891 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

# ZONING AMENDMENT TYPE 1

# PROJECT NARRATIVE AND PLANS

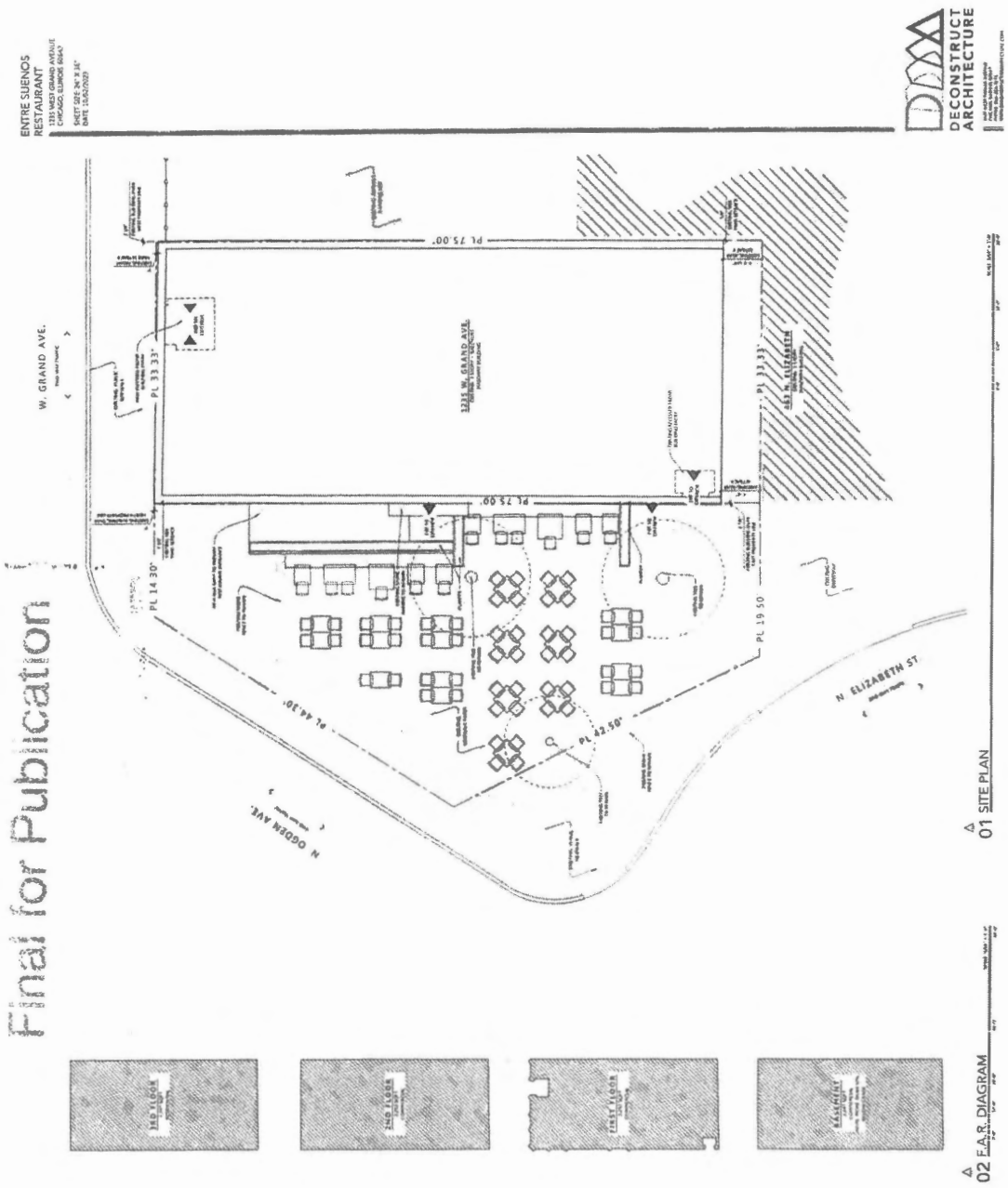
# 1235 W. GRAND AVENUE

The Applicant seeks to rezone from M2-2 Light Industry District to a B3-3 Community Shopping District

The property is currently improved with a non-conforming mixed-use building that has a single dwelling unit on the third floor with two stories of commercial space previously used as a general restaurant. The Applicant seeks to rezone the property to a conforming zoning district to re-establish a general restaurant at the basement, first floor, and second floor levels. There is no parking provided on the property. The property is a transit-served location due to its proximity to the Chicago/Milwaukee blue line station and will obtain parking relief if required. The height of the building is 37 feet, 6 inches. 6,931 square feet of gross floor area of commercial space (restaurant use) will be provided.

| | |
|---|---|
| Lot Area | 2,499.75 SF |
| Density MLA (Lot area per unit) | 2,499.75 SF/DU (1 DU Existing) |
| Off Street Parking | 0 (existing) |
| Rear Setback | 4 feet, 8 inches (existing) |
| Side Setback (East) | 0 feet (existing) |
| Side Setback (West) | 0 feet (existing) |
| Front Setback | 0 feet (existing) |
| Building SF | 6,876 SF (existing) |
| FAR | 2.75 (existing) |
| Building Height | 37 feet, 6 inches (existing) |

*If applicable may seek Transit Served Location parking relief.


ENTRE SUENOS
RESTAURANT
DECONSTRUCT
ARCHITECTURE
W. GRAND AVE.
N ODDEN AVE.
N ELIZABETH ST
PL 75.00'
PL 33.33'
PL 14.30'
PL 44.30'
PL 19.50
PL 42.50'
01 SITE PLAN
02 F.A.R. DIAGRAM
Final for Publication

ENTRE SUENOS
RESTAURANT
1335 WEST GRAND AVENUE
CHICAGO, ILLINOIS 60642
SHEET SIZE: 24" X 36"
DATE: 10/02/2023
DECONSTRUCT
ARCHITECTURE
Final for Publication
STAIR
DINING
PATIO
02 FIRST FLOOR PLAN
STORAGE
MECH
01 BASEMENT FLOOR PLAN

ENTRE SUENOS
RESTAURANT
1235 WEST GRAND AVENUE
CHICAGO, ILLINOIS 60642
SHEET SIZE: 24" X 36"
DATE: 10/03/2023

DECONSTRUCT
ARCHITECTURE




Final for Publication

ENTRE SUENOS
RESTAURANT
1235 WEST GRAND AVENUE
CHICAGO, ILLINOIS 60642
SHEET SIZE: 24" X 36"
DATE: 10/02/2023

DECONSTRUCT
ARCHITECTURE

Final for Publication




02 FIRST FLOOR PLAN




01 BASEMENT FLOOR PLAN

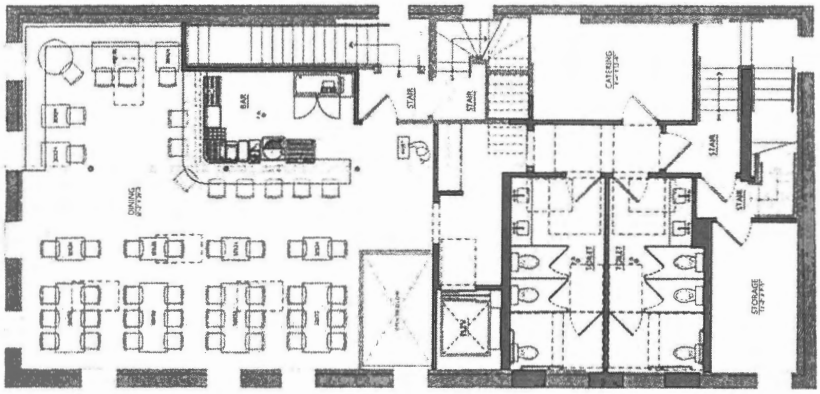
ENTRE SUENOS
RESTAURANT
1233 WEST GRAND AVENUE
CHICAGO, ILLINOIS 60642
SHEET SIZE: 24" X 36"
DATE: 10/07/2023

DECONSTRUCT
ARCHITECTURE

Final for Publication




02 THIRD FLOOR PLAN




01 SECOND FLOOR PLAN

ENTRE SUENOS
RESTAURANT
DECONSTRUCT
ARCHITECTURE
Final for Publication
01 WEST ELEVATION
02 NORTH ELEVATION
03 EAST ELEVATION
04 SOUTH ELEVATION

*Reclassification Of Area Shown On Map No. 1-G.*
(Application No. 22285T1)
(Common Address: 159 -- 167 N. Racine Ave.)

[O2023-0005686]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 1-G in the area bounded by:

a line 175.00 feet north of and parallel to West Randolph Street; the alley next east of and parallel to North Racine Avenue; the alley next north of and parallel to West Randolph Street; and North Racine Avenue,

to those of the DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and publication.

[Site Plan; Grade, Basement, First, Second, Third, Fourth, Fifth and Sixth Floor Plans; Existing Grade, Basement, First, Second, Third, Fourth, Fifth and Sixth Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 7894 through 7903 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

159-67 North Racine Avenue

Type I Zoning Map Amendment

Narrative and Plans

Narrative

The Applicant, 167 Racine LLC, is proposing a Type 1 Zoning Map Amendment from a Cl-2 Neighborhood Commercial District to a DX-5 Downtown Mixed-Used District. The property is improved with a 4 1/2-story, approximately 45,354 square foot building occupied by office tenants. The Applicant proposes a 2-story, approximately 11,364 square foot, upper level addition, which will contain eight (8) dwelling units. The overall height of the building will be 78'-8".

The site is transit served location, approximately 1,284 feet from the Morgan Street Station of the CTA Green Line. Pursuant to Sec. 17-3-0308-B, the parking requirement will be 4 parking spaces. The Applicant will seek an Administrative Adjustment to reduce the number of required parking spaces to 0.

| | |
|---|---|
| Proposed Zoning: | Cl-2 Neighborhood Commercial District to DX-5 Downtown Mixed-Used District. |
| 1) Floor Area and Floor Area Ratio | |
| a) Lot Area | 11,600 Sq. Ft. |
| b) Total building area | 56,718 Sq. Ft. |
| c) FAR | 4.89 |
| 2) Density (lot area per dwelling unit) | 1,450 Sq. Ft. |
| 3) Amount of off-street parking | 0 pursuant to Sec. 17-3-0308-B |
| 4) Setbacks | Front: 0'-0" Existing<br>Side: 0'-0" Existing<br>Rear: 0'-0" Existing. Applicant will seek a variation to reduce the setback to zero. |
| 5) Building height | 78'-8" |

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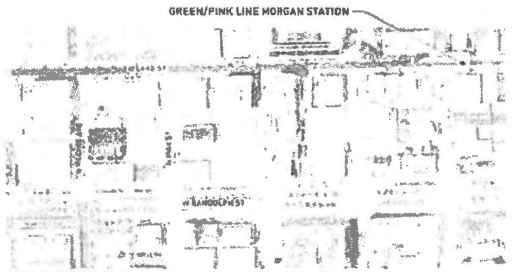
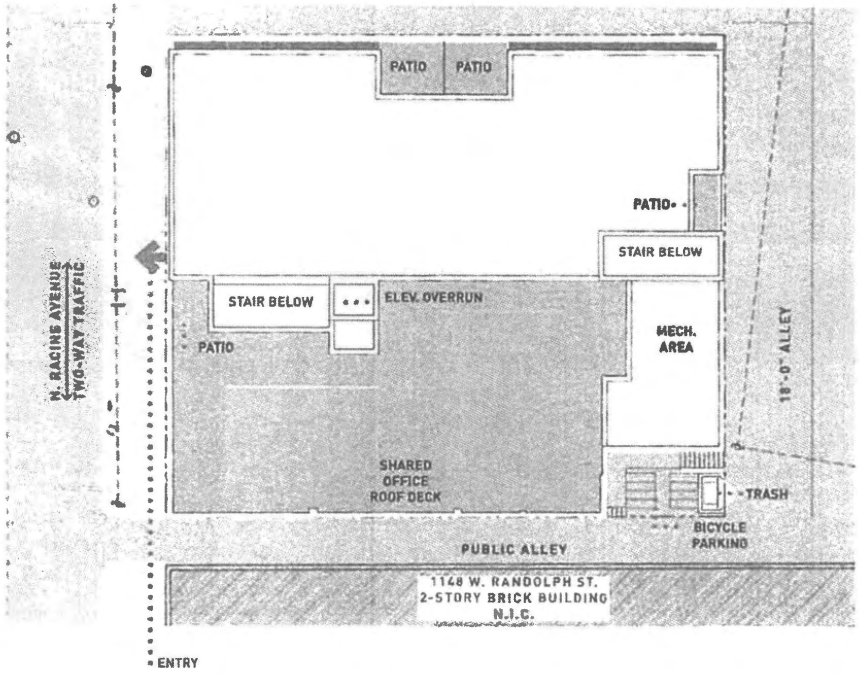
## ZONING ANALYSIS

| | ALLOWABLE IN EXIST. ZONING DISTRICT | ALLOWABLE | PROPOSED |
|---|---|---|---|
| District: | C1-7 | DX-5 | DX-5 |
| TSL (yes/no): | YES | Yes | Yes |
| Floor area ratio: | 2.7 | 5.0 | 4.89 |
| Maximum buildable area: | 25,570 Sq. Ft. | 58,000 Sq. Ft. | 56,718 Sq. Ft. |
| Min. commercial space area | 2,370 Sq. Ft. | N/A | N/A |
| Min. Lot Area per unit: | 1,000 Sq. Ft. | 200 Sq. Ft. | 1,450 Sq. Ft. |
| Maximum number of units: | 11 D.U. | 58 D.U. | 8 D.U. |
| Maximum number of eff. units: | 2 Units | N/A | N/A |
| Maximum Building Height: | 50'-0" | N/A | 78'-8" |
| Front Yard Setback: | N/R | N/R | 0'-0" Existing |
| Side Yard Setback | N/R | N/R | 0'-0" Existing |
| Rear Yard Setback: | 30' @ Residential | 30' @ Residential | Variation |
| Rear Yard Open Space: | N/R | 36 Sq. Ft. / DU | 42 Sq. Ft. Min. |
| Off Street Parking: | 47 (Includes 50% reduction) | 0 | 0 |
| Off Street Loading | (1) 10'x25' | (1) 10'x25' | 0* |
| Bicycle Parking: | 50 | 8 for Residential | 8 |

*Zoning Entitlement




CONTEXT MAP




SITE PLAN
SCALE: N.T.S.

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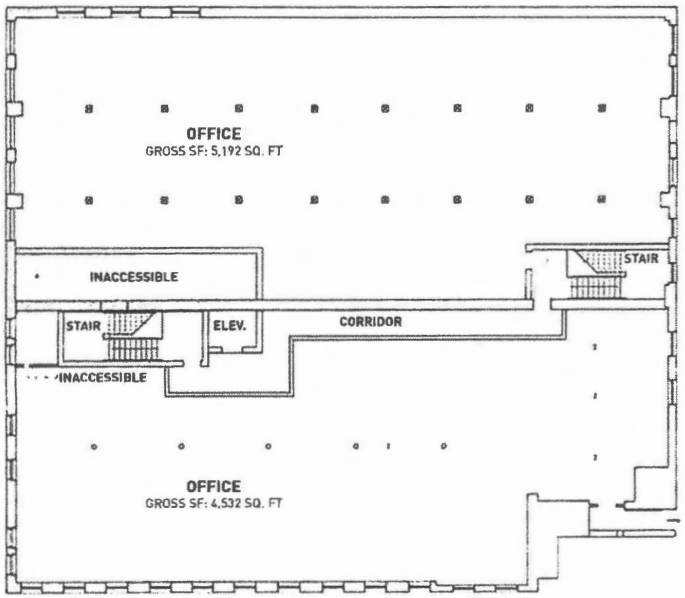


BASEMENT
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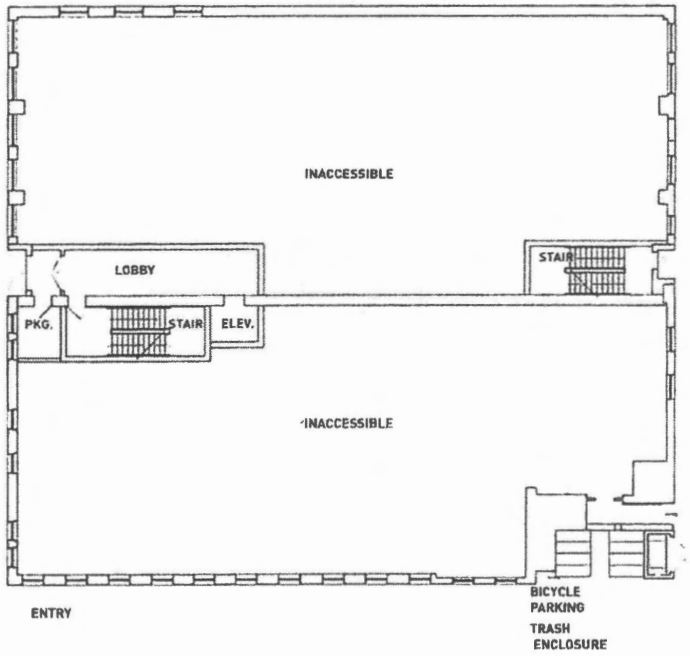



GRADE
SCALE: N.T.S.

SPACE

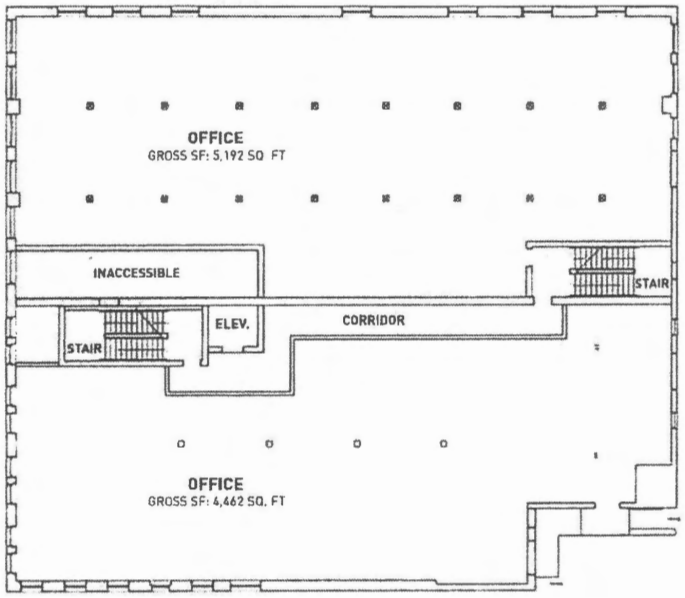
159-67 N. RACINE

167 N RACINE LLC

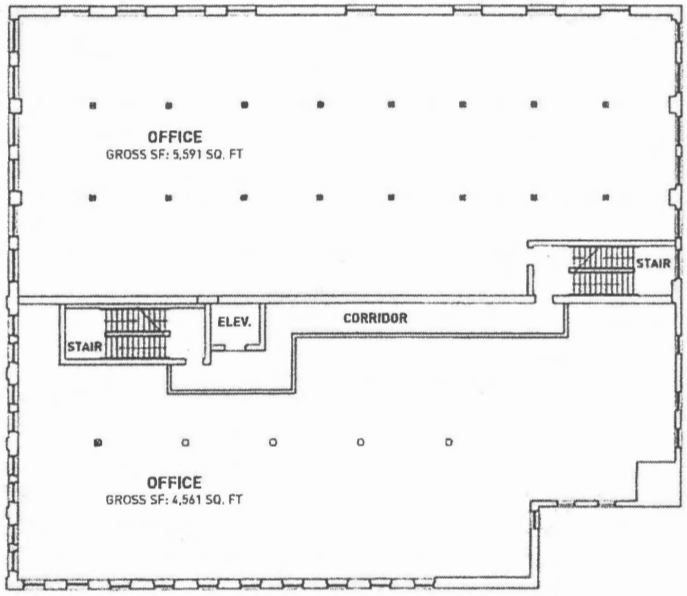
FLOOR PLANS

COMMUNITY MEETING

FINAL FOR PUBLICATION




FIRST FLOOR
SCALE: N.T.S.




SECOND FLOOR
SCALE: N.T.S.

SPACE

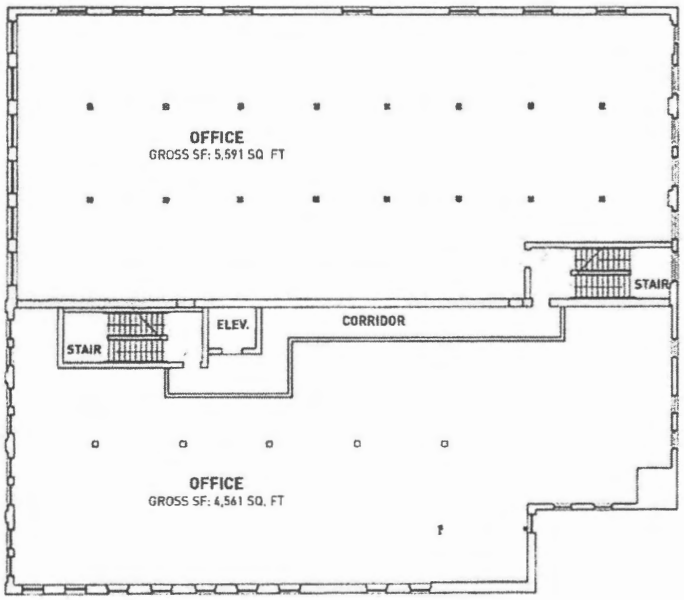
159-67 N. RACINE

167 N RACINE LLC

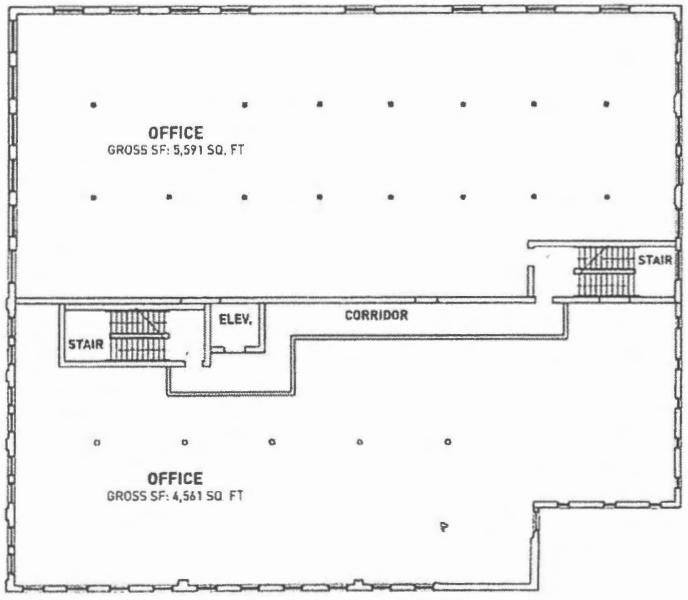
FLOOR PLANS

COMMUNITY MEETING

FINAL FOR PUBLICATION




THIRD FLOOR
SCALE: N.T.S.




FOURTH FLOOR
SCALE: N.T.S.

SPACE

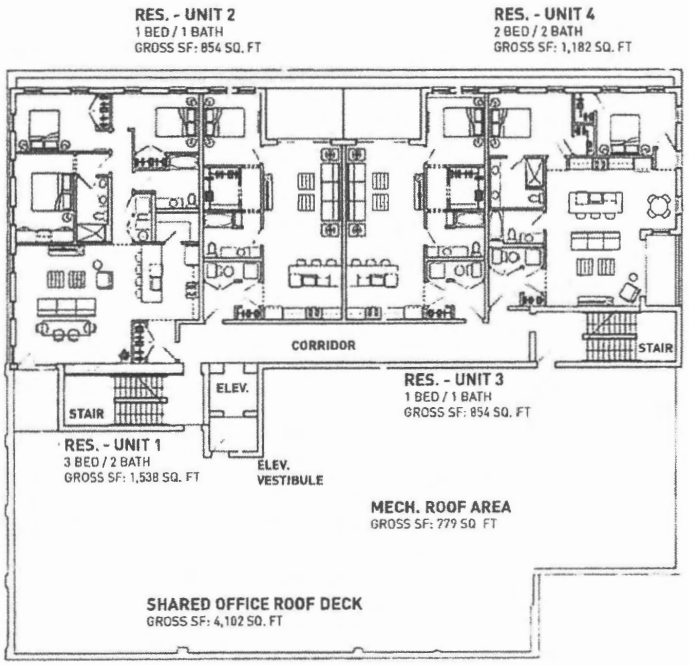
159-67 N. RACINE

167 N RACINE LLC

FLOOR PLANS

COMMUNITY MEETING

FINAL FOR PUBLICATION




FIFTH FLOOR
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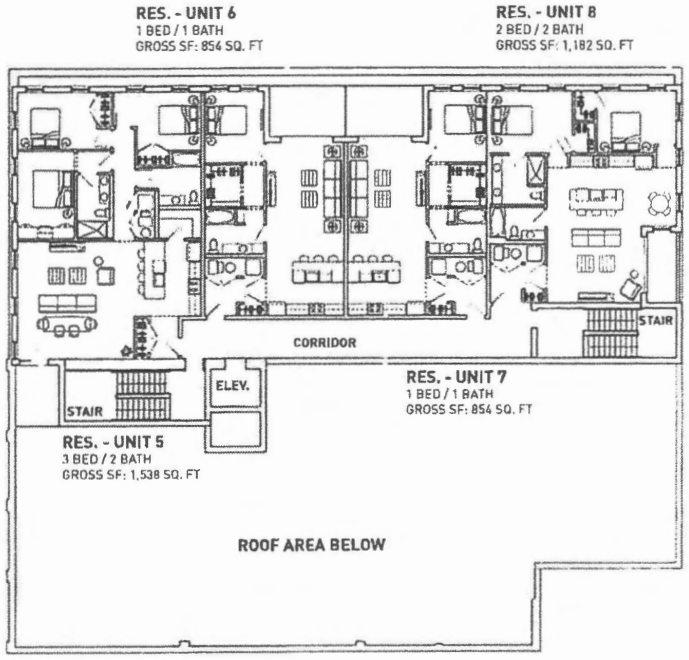


SIXTH FLOOR
SCALE: N.T.S.

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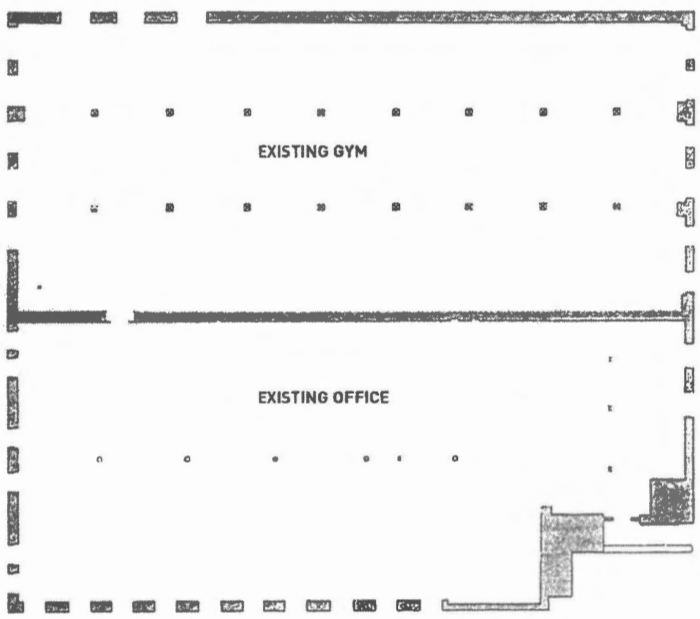
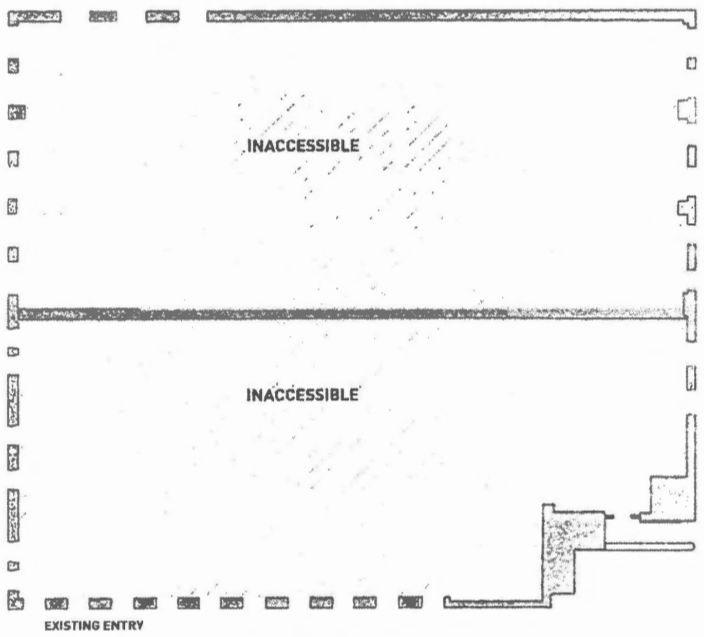



EXISTNG BASEMENT LEVEL
SCALE: N.T.S.




EXISTING GRADE LEVEL
SCALE: N.T.S.

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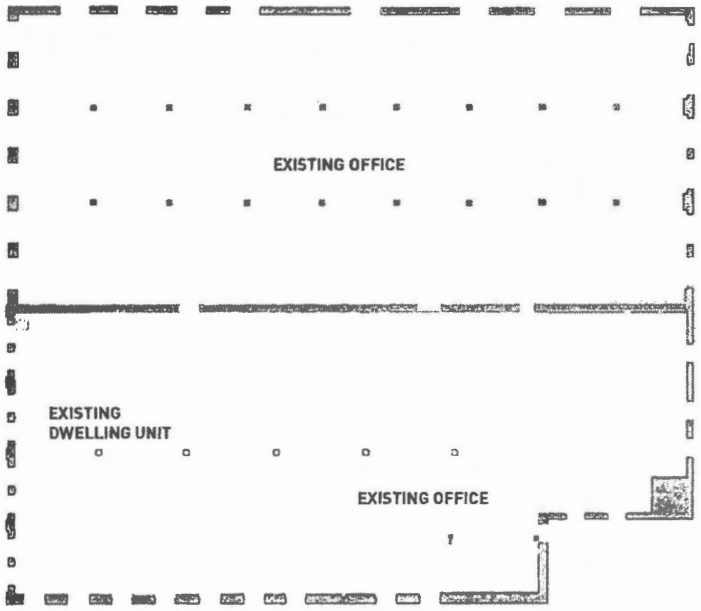
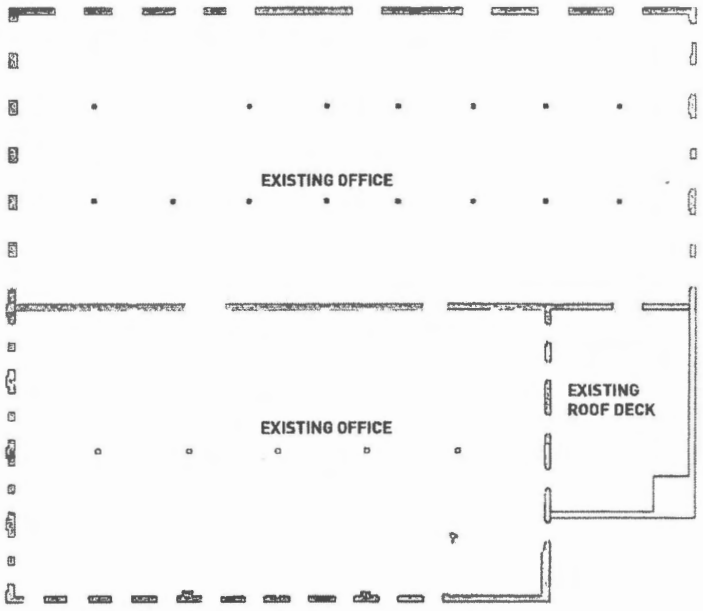
EXISTING OFFICE
EXISTING OFFICE
EXISTING OFFICE
EXISTING DWELLING UNIT
EXISTING 1ST FLOOR
SCALE: N.T.S.
EXISTING 2ND FLOOR
SCALE: N.T.S.
SPACE
159-67 N. RACINE
167 N RACINE LLC
FLOOR PLANS
COMMUNITY MEETING
8

FINAL FOR PUBLICATION




EXISTING 3RD FLOOR
SCALE: N.T.S.




EXISTING 4TH FLOOR
SCALE: N.T.S.

SPACE

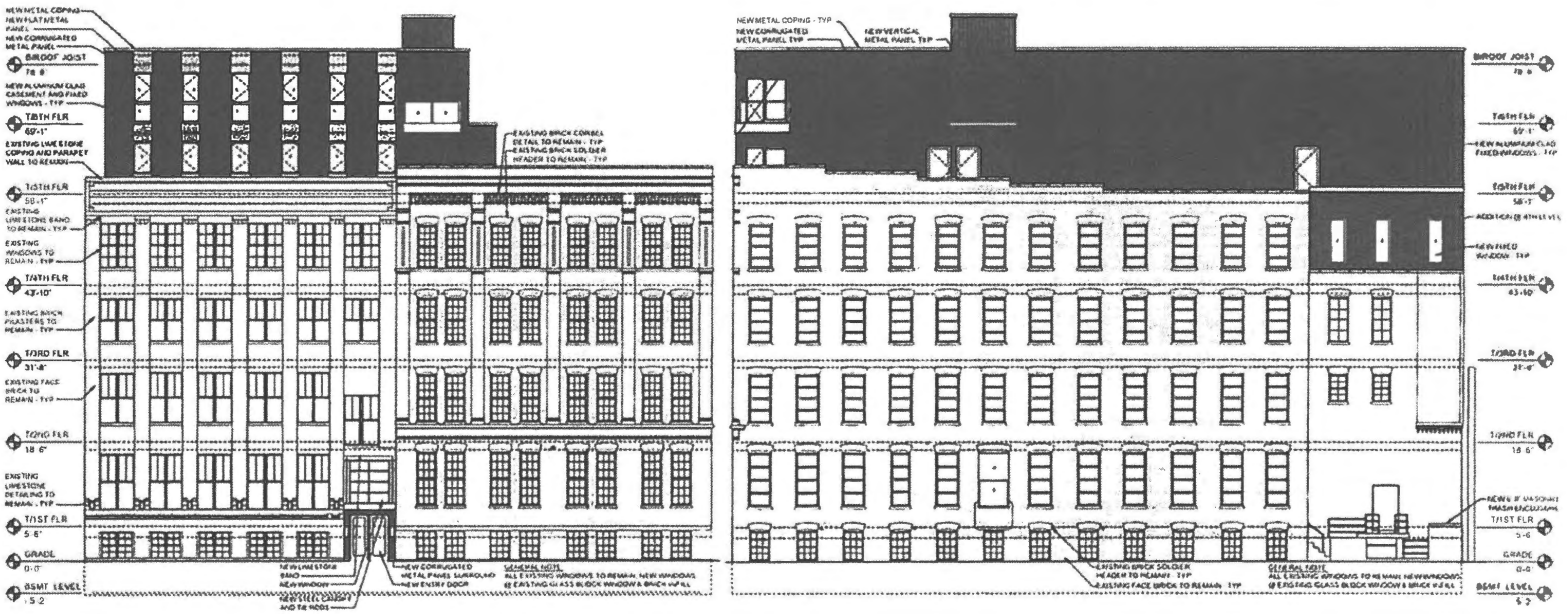
159-67 N. RACINE

167 N RACINE LLC

FLOOR PLANS

COMMUNITY MEETING

FINAL FOR PUBLICATION




**WEST ELEVATION**
SCALE: N.T.S.

**SOUTH ELEVATION**
SCALE: N.T.S.

SPACE

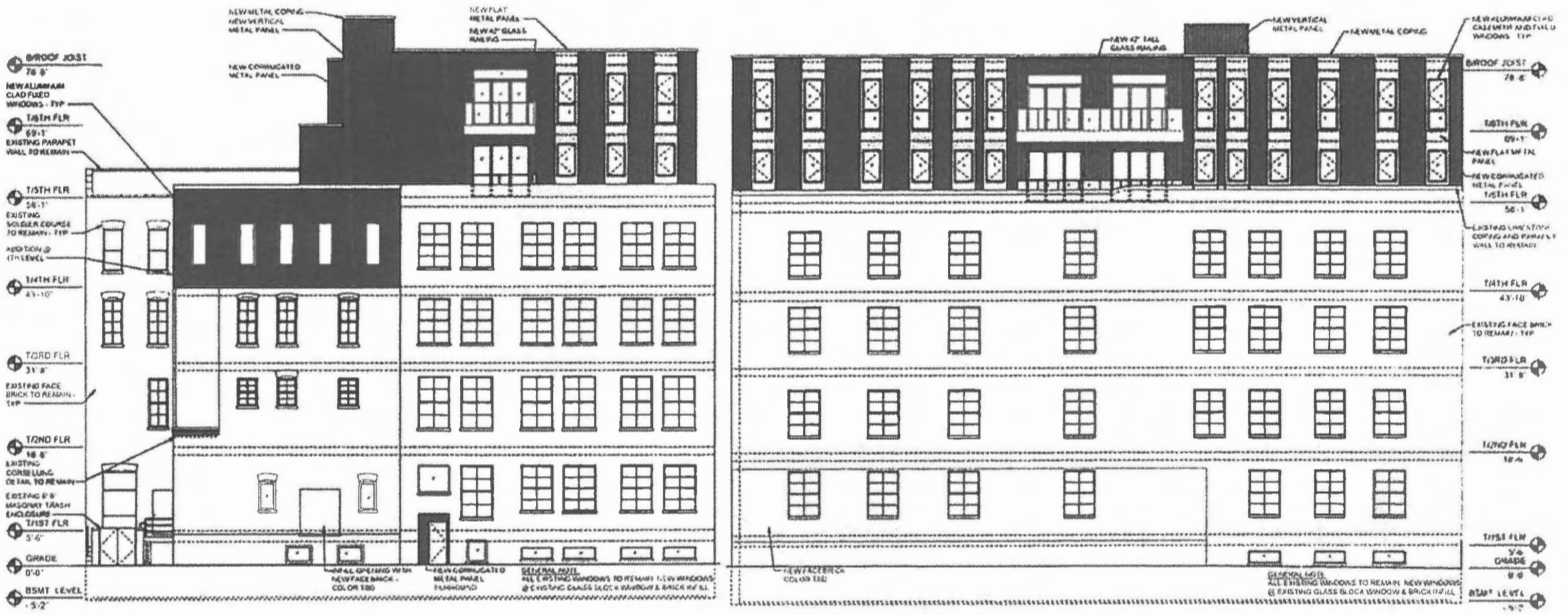
159-67 N. RACINE

167 N RACINE LLC

ELEVATIONS

COMMUNITY MEETING

FINAL FOR PUBLICATION



**EAST ELEVATION**
SCALE: N.T.S.

**NORTH ELEVATION**
SCALE: N.T.S.

SPACE

159-67 N. RACINE

167 N RACINE LLC

ELEVATIONS

COMMUNITY MEETING

*Reclassification Of Area Shown On Map No. 3-I.*
(Application No. 22295)
(Common Address: 2739 W. Evergreen Ave.)

[O2023-0005673]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-I in an area bounded by:

West Evergreen Avenue; a line 206.13 feet east of and parallel to North California Avenue; the alley next south of and parallel to West Evergreen Avenue; and the alley next east of and parallel to North California Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 3-I.*
(Application No. A-8842)
(Common Address: 812 N. Western Ave.)

[O2023-0002264]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 3-I in the area bounded by:

West Rice Street; North Western Avenue; the alley next south of and parallel to West Rice Street; and the alley next west of and parallel to North Western Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 3-I.*
(As Amended)
(Application No. A-8841)
(Common Address: 934 -- 940 N. Western Ave.)

[SO2023-0002269]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District and B3-2 Community Shopping District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 145 feet north of and parallel to West Walton Street; North Western Avenue; West Walton Street; and a line 160.4 feet west of and parallel to North Western Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 3-L.*
(Application No. 22277)
(Common Address: 1418 N. Luna Ave.)

[O2023-0004798]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-L in the area bounded by:

a line 206.53 feet north of and parallel to West Hirsch Street; North Luna Avenue; a line 176.53 feet north of and parallel to West Hirsch Street; and the alley next west of and parallel to North Luna Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 4-G.*
(As Amended)
(Application No. 22292T1)
(Common Address: 1805 -- 1811 S. Allport St.)

[SO2023-0005664]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-2 Neighborhood Commercial District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and identification as shown on Map Number 4-G in the area bounded by:

West 18th Street; the alley next east of and parallel to South Allport Street; a line 125.17 feet south of and parallel to West 18th Street; and South Allport Street,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Building Depiction; Site Plan; First and Second Floor Plans; and South, East and West Building Elevations attached to this ordinance printed on pages 7908 through 7914 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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SUBSTITUTE NARRATIVE AND PLANS

**1.A. Narrative:**

The Applicant seeks approval of a Type 1 rezoning to change the underlying zoning from Cl-2 Neighborhood Commercial District and RT-4 Residential Two-Flat Townhouse and Multi-Unit District to a Cl-3 Neighborhood Commercial District on behalf of 1215-25 W. 18th (Chicago), LLC ("Applicant") for the property located at 1805-11 South Allport in Chicago, Illinois ("Property").

The Applicant is seeking approval of a Type 1 Rezoning Application to consolidate the zoning lots located on the Property into one zoning lot with a Cl-3 zoning designation. They propose to build a small 2,405 sq. ft. two-story addition on the vacant 3,125 sq. ft. lot adjacent to the existing Thalia Hall building. This two-story addition will provide (i) an additional elevator to serve Thalia Hall, (ii) additional storage to serve Thalia Hall, and (iii) an outdoor seating area measuring 1,290 sq. ft. in total to serve the existing restaurant located on the first floor. There will be no change to Thalia Hall or the existing entertainment, retail, and residential uses. There are eight (8) residential rental units located at the north side of the existing building accessible from the 18th Street entrance only.

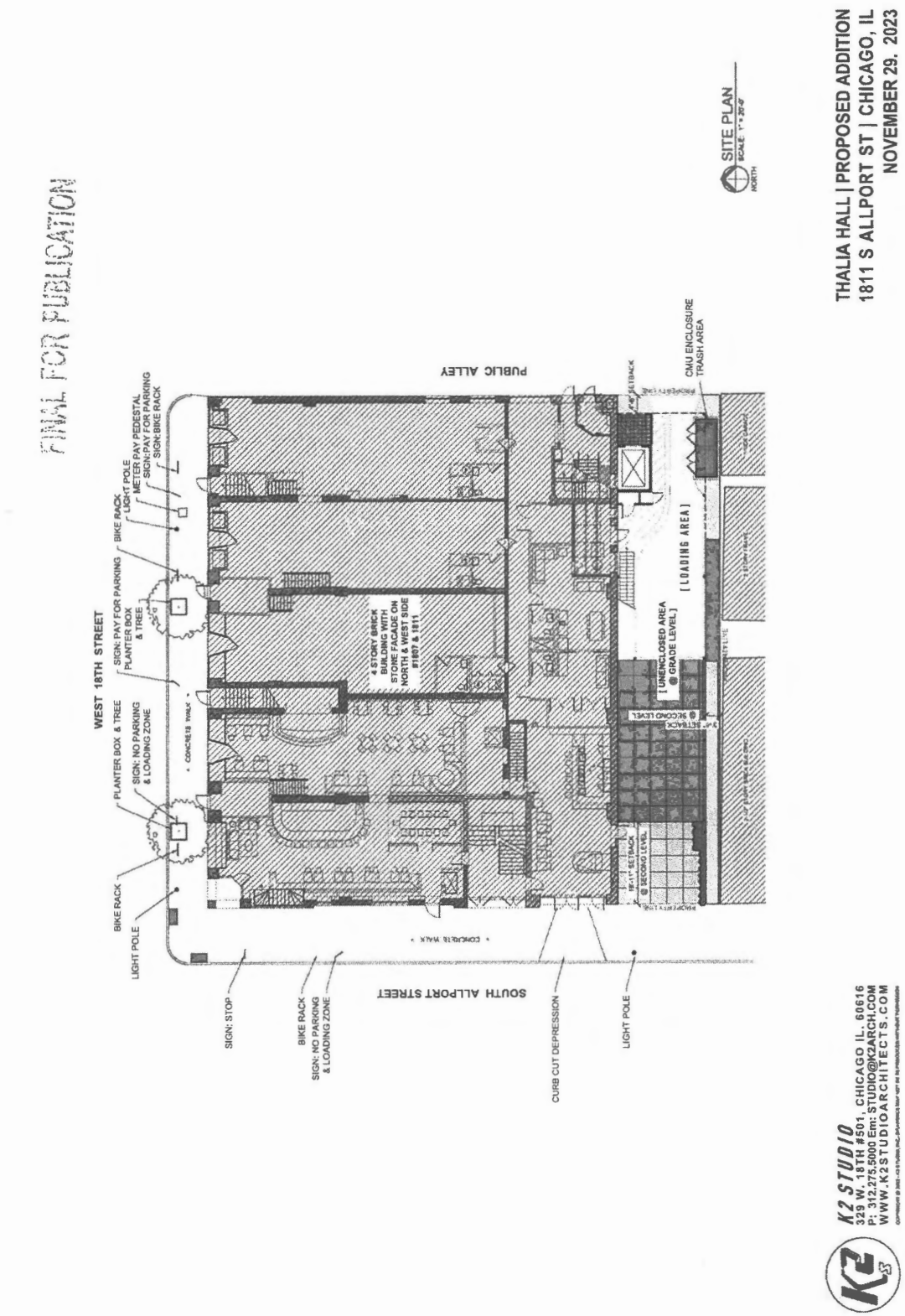
The property currently does not contain any on-site parking or loading and no new parking or loading spaces are required to be provided as a result of the new construction.

**1.B. Bulk Requirements:**

| | |
|---|---|
| Lot Area: | 15,646.25 sq. ft. |
| Floor Area Ratio: | 2.7 |
| Dwelling Units/MLA: | Existing 8 dwelling units<br>1,956 sq. ft. |
| Off-Street Parking: | 0 parking spaces (Existing)<br><br>0 parking spaces (Proposed) |
| Front Setback: | 18' 11" (Proposed) |
| Side Setback: | N. Zero existing<br>S. 3'6" (Proposed) |
| Rear Setback: | 4'6" (Proposed)* |
| Building Height: | 65'-10" (Existing Thalia Hall)<br><br>32'-0" (Proposed Addition) |

*An application will be filed for a variation from the 30-foot rear yard requirement.

FINAL FOR PUBLICATION
1805
1811
1813
1817
1819
1821
1823
1827
1829
< S ALLPORT ST >
< W 18TH ST >
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29, 2023
K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
WWW.K2STUDIOARCHITECTS.COM


FINAL FOR PUBLICATION
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29, 2023
SITE PLAN
NORTH
WEST 18TH STREET
SOUTH ALLPORT STREET
PUBLIC ALLEY
4 STORY BRICK BUILDING WITH STONE FACADE ON NORTH & WEST SIDE #1807 & 1811
[ LOADING AREA ]
[ UNENCLOSED AREA @ GRADE LEVEL ]
CMU ENCLOSURE TRASH AREA
SIGN: STOP
BIKE RACK
SIGN: NO PARKING & LOADING ZONE
CURB CUT DEPRESSION
LIGHT POLE
BIKE RACK
LIGHT POLE
PLANTER BOX & TREE
SIGN: NO PARKING & LOADING ZONE
SIGN: PAY FOR PARKING
PLANTER BOX & TREE
BIKE RACK
LIGHT POLE
METER PAY PEDESTAL
SIGN: PAY FOR PARKING
SIGN: BIKE RACK
CONCRETE WALK
K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
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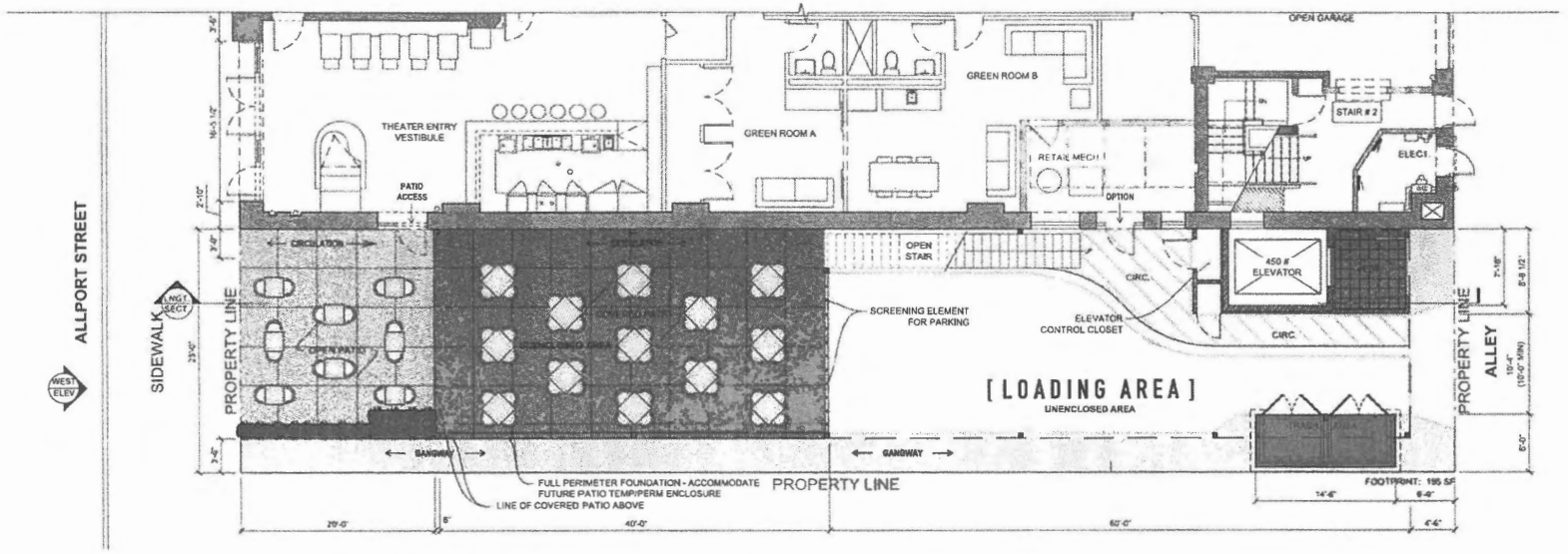


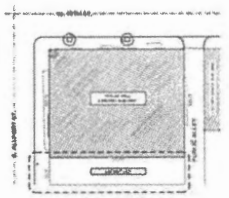

KEY PLAN

FIRST FLOOR
SCALE: 1" = 10'-0"
NORTH

K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
WWW.K2STUDIOARCHITECTS.COM

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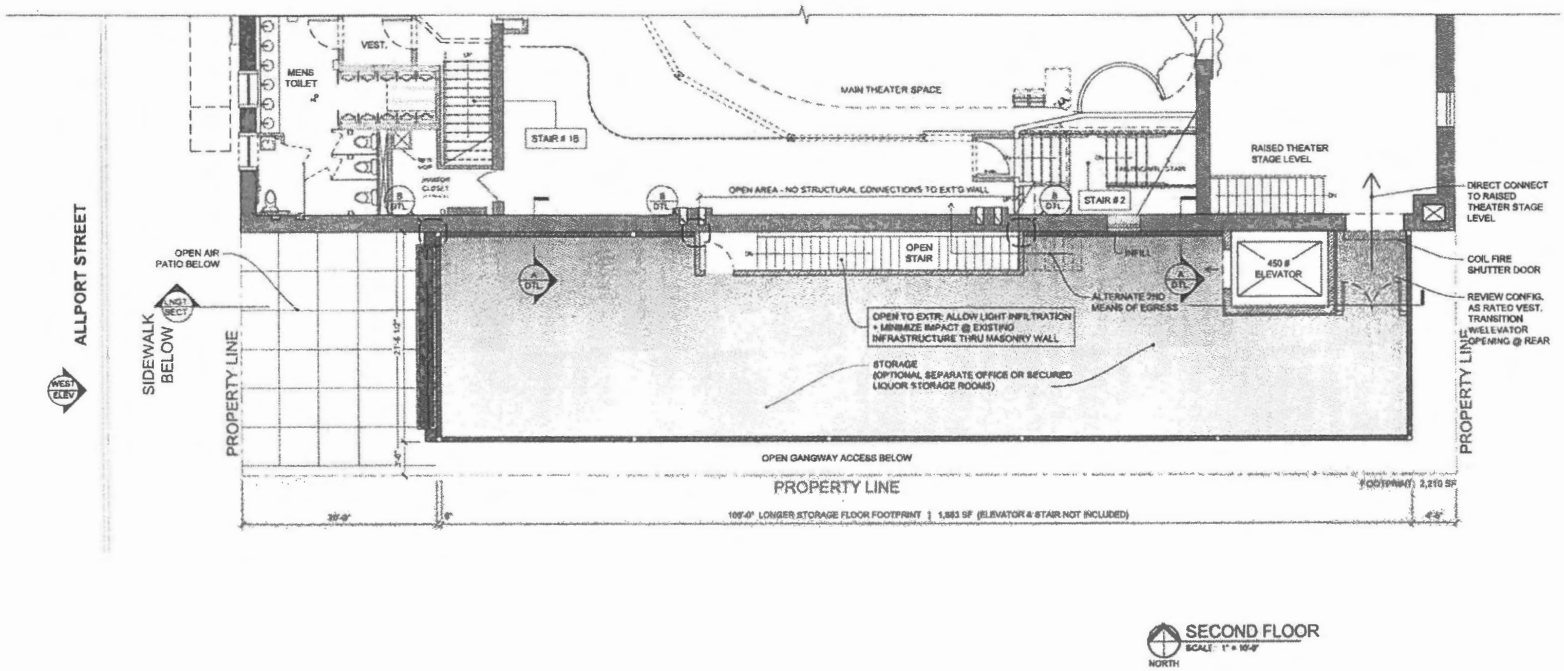
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29. 2023

FINAL FOR PUBLICATION




SECOND FLOOR
SCALE: 1" = 10'-0"
NORTH

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THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29. 2023

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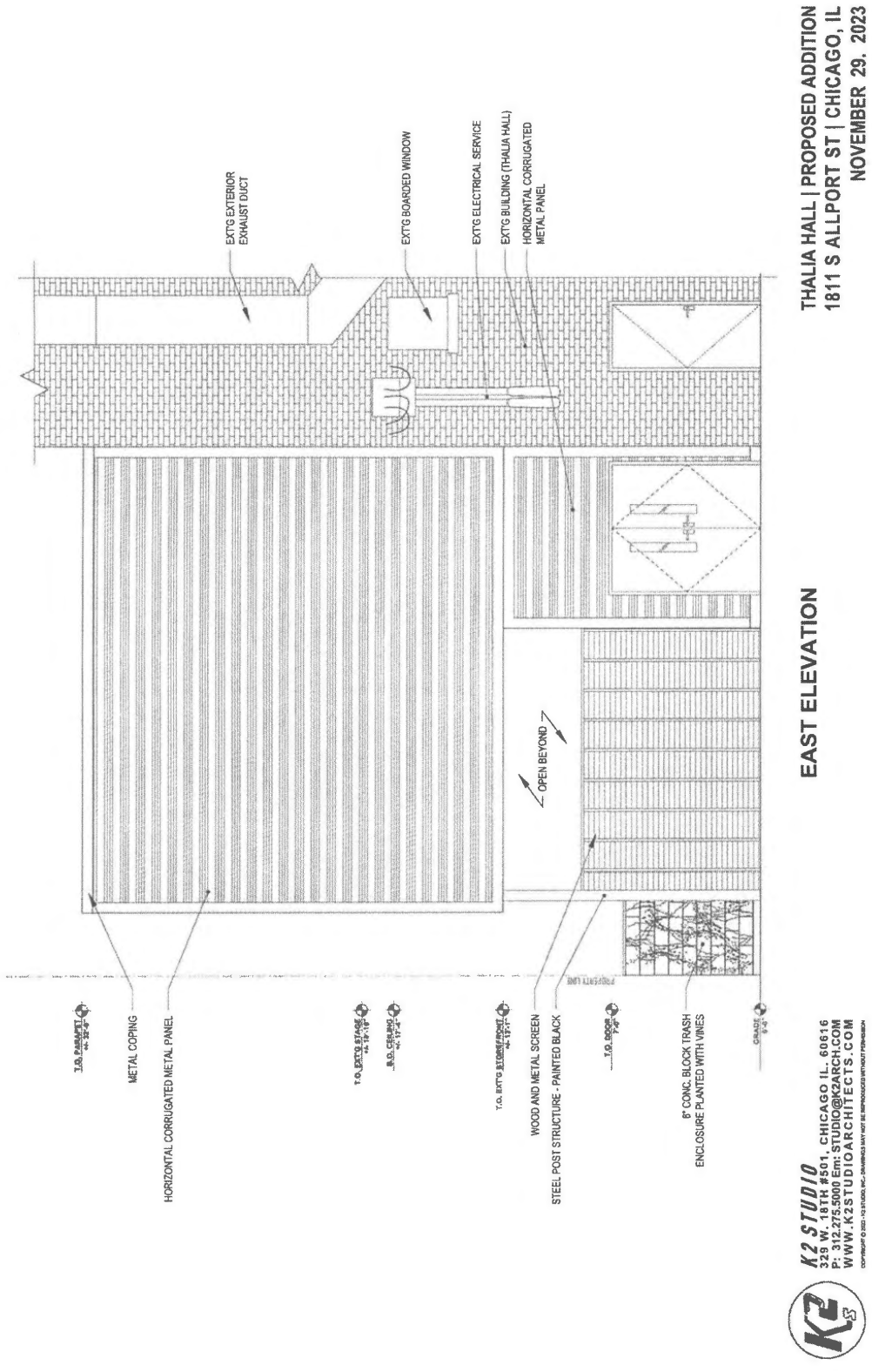
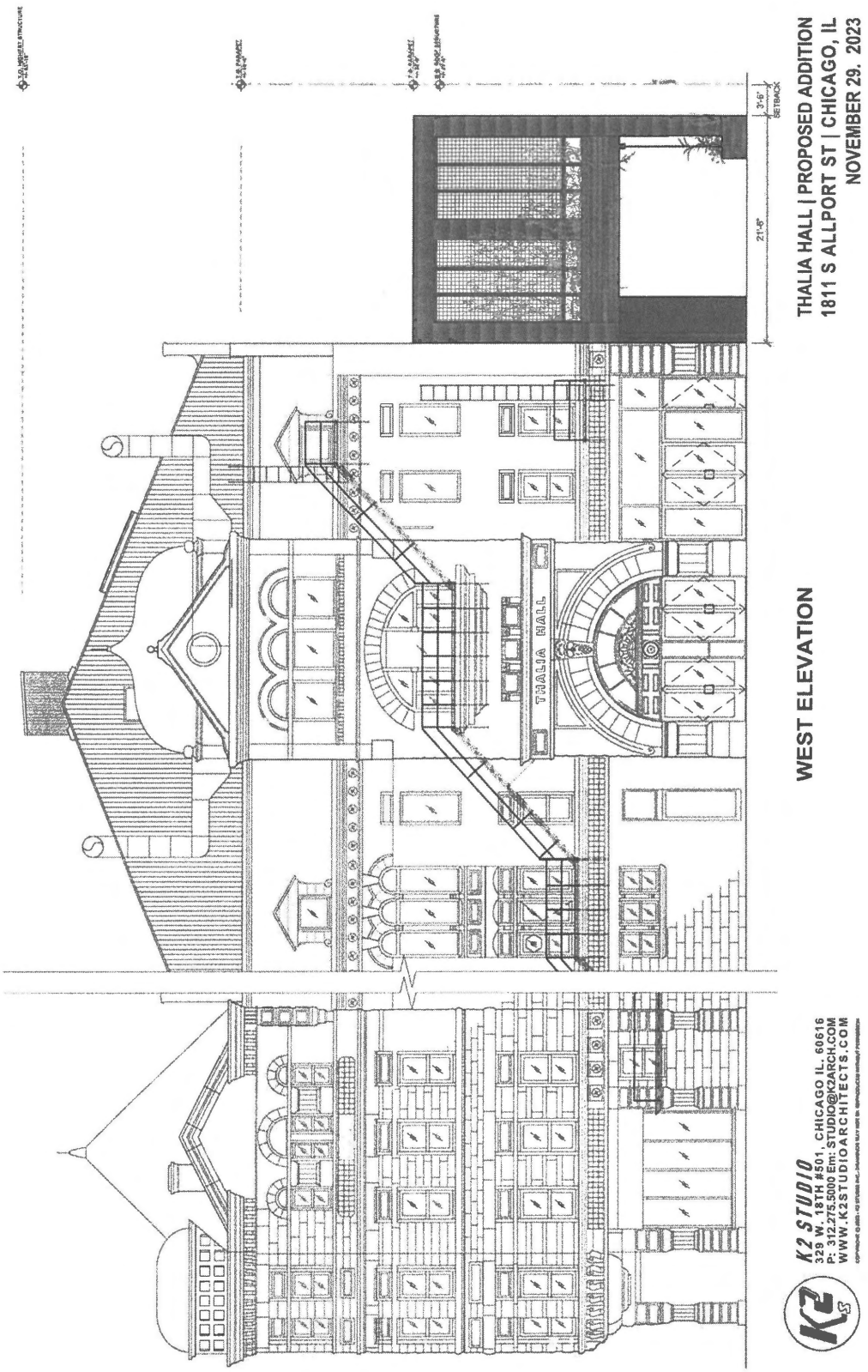
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29, 2023

SOUTH ELEVATION

K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
WWW.K2STUDIOARCHITECTS.COM


EXT'G EXTERIOR EXHAUST DUCT
EXT'G BOARDED WINDOW
EXT'G ELECTRICAL SERVICE
EXT'G BUILDING (THALIA HALL)
HORIZONTAL CORRUGATED METAL PANEL
OPEN BEYOND
T.O. PARAPET
METAL COPING
HORIZONTAL CORRUGATED METAL PANEL
T.O. EXT'G STAIR
B.O. CEILING
T.O. EXT'G STOREFRONT
WOOD AND METAL SCREEN
STEEL POST STRUCTURE - PAINTED BLACK
T.O. ROOF
8" CONC. BLOCK TRASH ENCLOSURE PLANTED WITH VINES
GRADE
PROPERTY LINE
EAST ELEVATION
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29, 2023
K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
WWW.K2STUDIOARCHITECTS.COM


THALIA HALL
3'-6" SETBACK
21'-8"
THALIA HALL | PROPOSED ADDITION
1811 S ALLPORT ST | CHICAGO, IL
NOVEMBER 29, 2023
WEST ELEVATION
K2 STUDIO
329 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5000 Em: STUDIO@K2ARCH.COM
WWW.K2STUDIOARCHITECTS.COM

*Reclassification Of Area Shown On Map No. 4-H.*
(Application No. 22287T1)
(Common Address: 2156 W. 21st St.)

[O2023-0005692]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 4-H in the area bounded by:

the public alley next north of and parallel to West 21st Street; a line 48.0 feet east of and parallel to South Leavitt Street; West 21st Street; and a line 24.0 feet east of and parallel to South Leavitt Street,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Code Matrix, Notes and Site Plan; Existing and Proposed Basement, First, Second, Third and Fourth Floor Plans; and Wall Section attached to this ordinance printed on pages 7917 through 7922 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**NARRATIVE AND PLANS**
TYPE I Rezoning Attachment
2156 West 21st Street

**The Project**

The property is comprised of one lot that is improved with a four story residential building with basement (42'9" tall) containing 10 dwelling units a two car garage. The property is located in an Equitable Transit Served Location.

3527 S DAMEN LLC (the "Applicant") seeks to rezone the property to convert the existing building from 10 to 12 dwelling units. The Applicant will demolish the existing garage and will provide surface parking for 1 parking space and 11 bicycle spaces and will subsequently seek parking relief pursuant to the Equitable Transit Served Location section 17-10-0102-B of the Chicago Zoning Ordinance. The height of the existing building will remain the same.

**The subject application is being filed to correct a clerical error of previous map amendment Application 22221-T1 passed by City Council on 07/19/2023 that rezoned the property from a B3-2 to a B2-3.**

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an B2-3 Neighborhood Mixed-Use District to a B2-5 Neighborhood Mixed-Use District. This change of zoning classification is being sought through the Type I rezoning process of section 17-10-0102-B(1) of the Zoning Ordinance. In addition, the property sits in an Equitable Transit Served Location per the Chicago Zoning Ordinance section 17-10-0102-B and is approximately 600.0' from the CTA Damen Pink Line train entrance and 1,370.0' from the CTA Western Pink Line train entrance.

The following are the relevant zoning parameters for the proposed project:

| | |
|---|---|
| Lot Area: | 2,995.2 square feet |
| FAR: | 2.84 |
| Floor Area: | 8,508.5 square feet |
| Residential Dwelling Units: | 12 |
| MLA Density: | 249.6 square feet |
| Height (existing): | 42'-9" |
| Bicycle Parking: | 11 total |
| Automobile Parking: | 1* |
| Setbacks (existing): | Front (21st Street): 0.00'<br>North (alley/rear): 34.45'<br>East: 0.37'<br>West: 0.00' |

A set of plans is attached.
* The property sits in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is approximately 600.0' from the CTA Damen Pink Line train entrance and 1,370.0' from the CTA Western Pink Line train entrance.

FINAL FOR PUBLICATION

# GUT REHAB TO EXISTING 10 DWELLING UNITS IN EXISTING 4-STORY BRICK BUILDING W/ BASEMENT & 2 NEW DWELLING UNITS & NEW STEEL 4-STORY REAR PORCH (12 TOTAL UNITS)

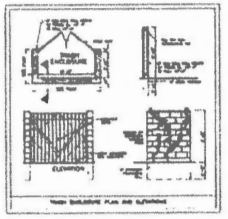
## CODE MATRIX



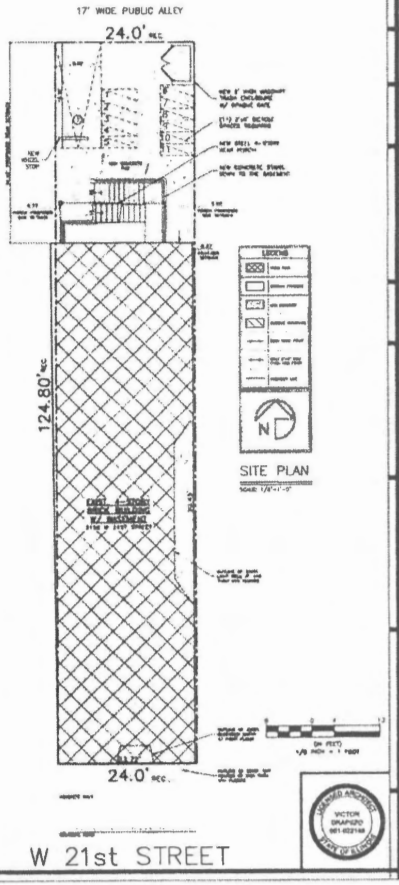
## NOTES



| 2022 CHICAGO ENERGY TRANSFORMATION CODE | |
|---|---|
| COMPONENT | ENERGY CODE REQ |
| ROOF | R-60 |
| FLOOR | R-30 |
| MASS WALL | R-13/17* |
| FRAME WALL | R-20 or 20+5c.c. or 13+10ci or 20ci |
| BASEMENT / CRAWL SPACE WALL | R-15ci or 19 or 13+5ci** |
| SLAB (R-VALUE & DEPTH) | R-10/4 FT |
| FENESTRATION U-FACTOR | 0.30 U-VALUE (MAX) |



## SITE PLAN




**CODE MATRIX, NOTES, & SITE PLAN**

**2156 W 21ST STREET CHICAGO, IL**

SCOPE OF WORK:

INDEX OF DRAWINGS:

| | |
|---|---|
| T1.0 | CODE MATRIX, NOTES & SITE PLAN |
| D1.0 | DEMOLITION PLANS |
| D1.1 | DEMOLITION PLANS |
| A1.0 | PROPOSED PLANS |
| A1.1 | PROPOSED PLANS |
| A2.0 | SECTION |

REVISIONS:

CERTIFICATION STATEMENT

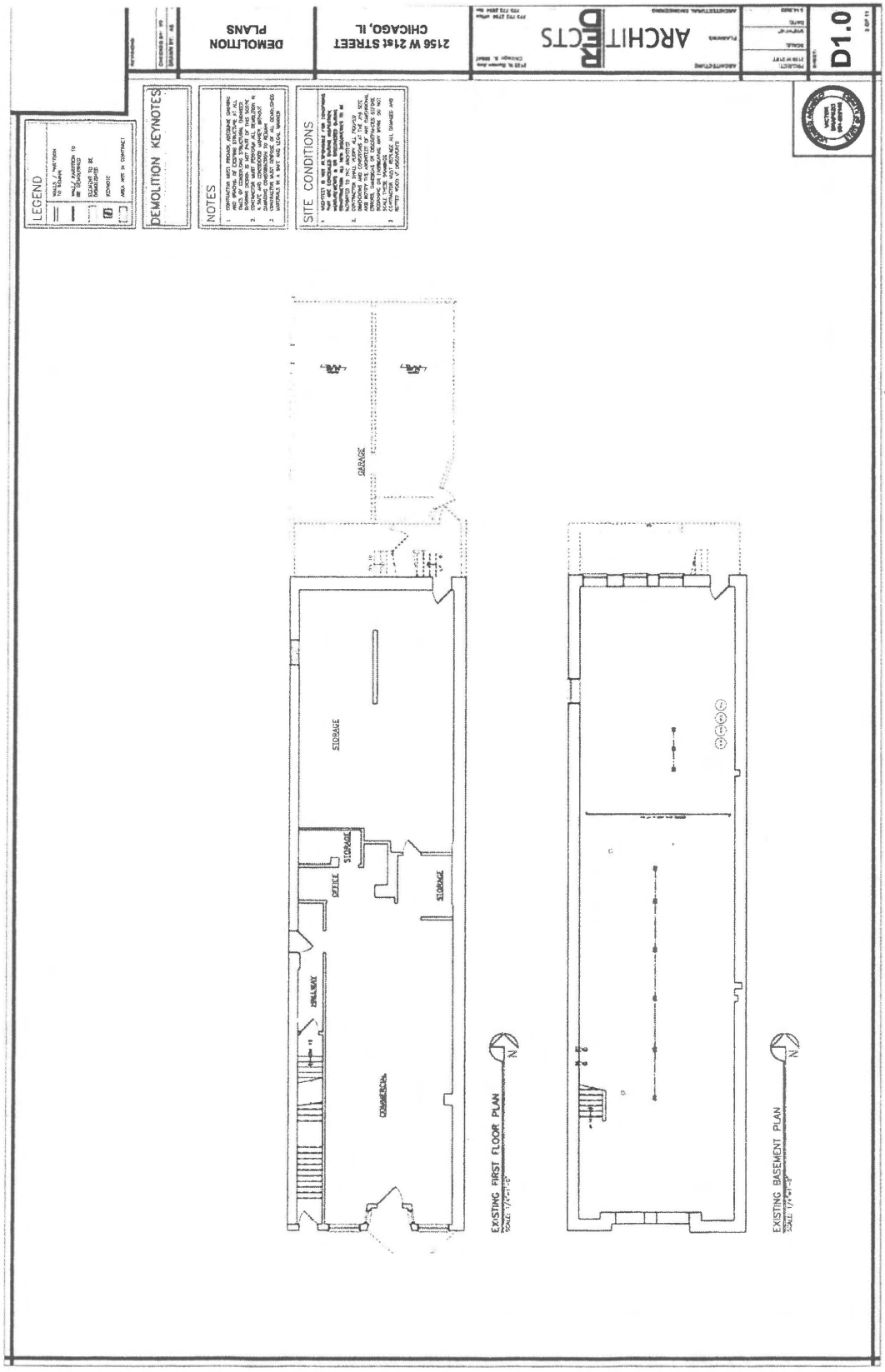
ENERGY TRANSFORMATION COMPLIANCE STATEMENT

ARCHITECTS

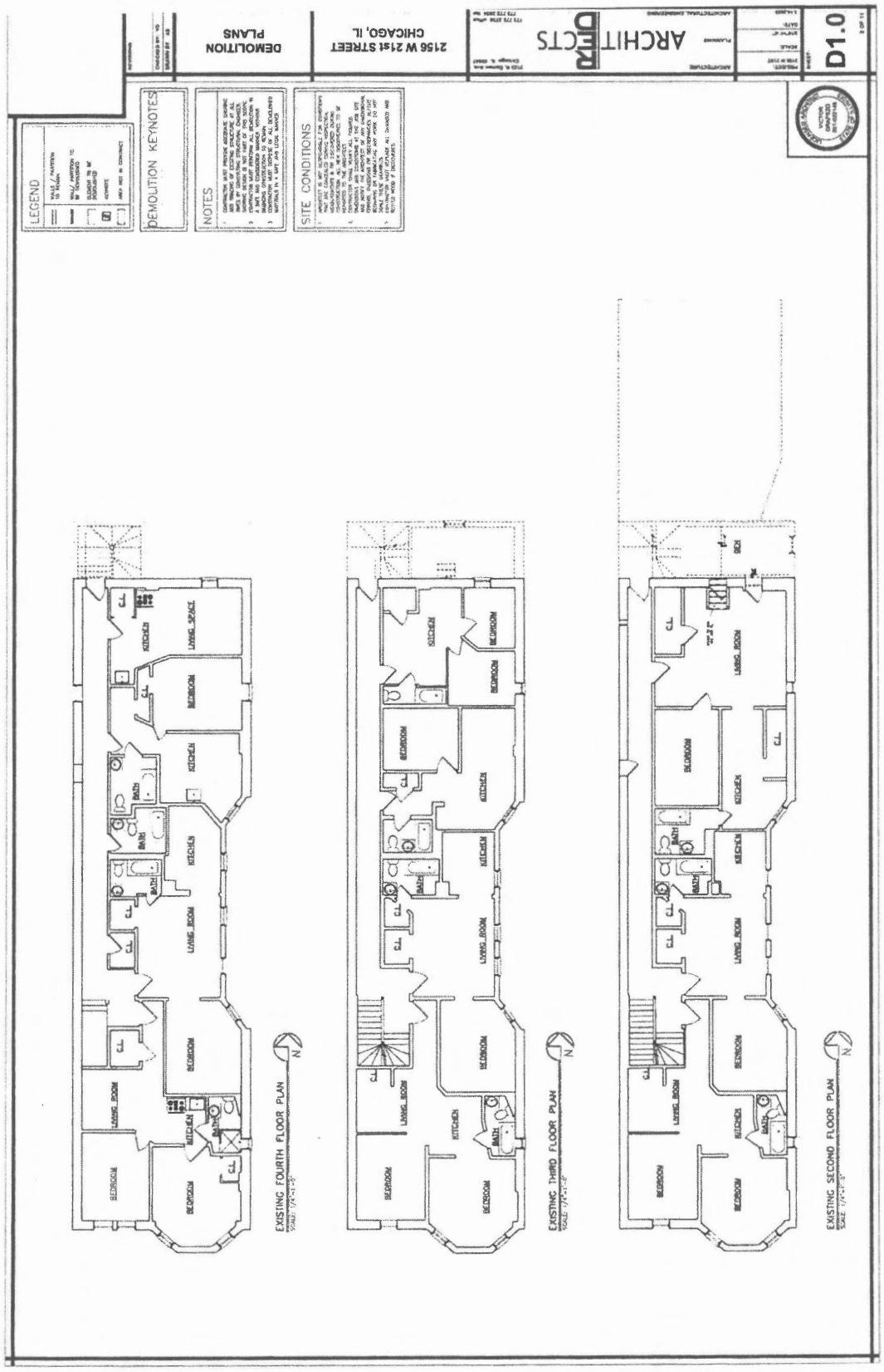
| | |
|---|---|
| REVISIONS | PROJECT: 2156 W 21ST |
| CHECKED BY: | SCALE: |
| DRAWN BY: | DATE: |
| AS | 3.14.2023 |

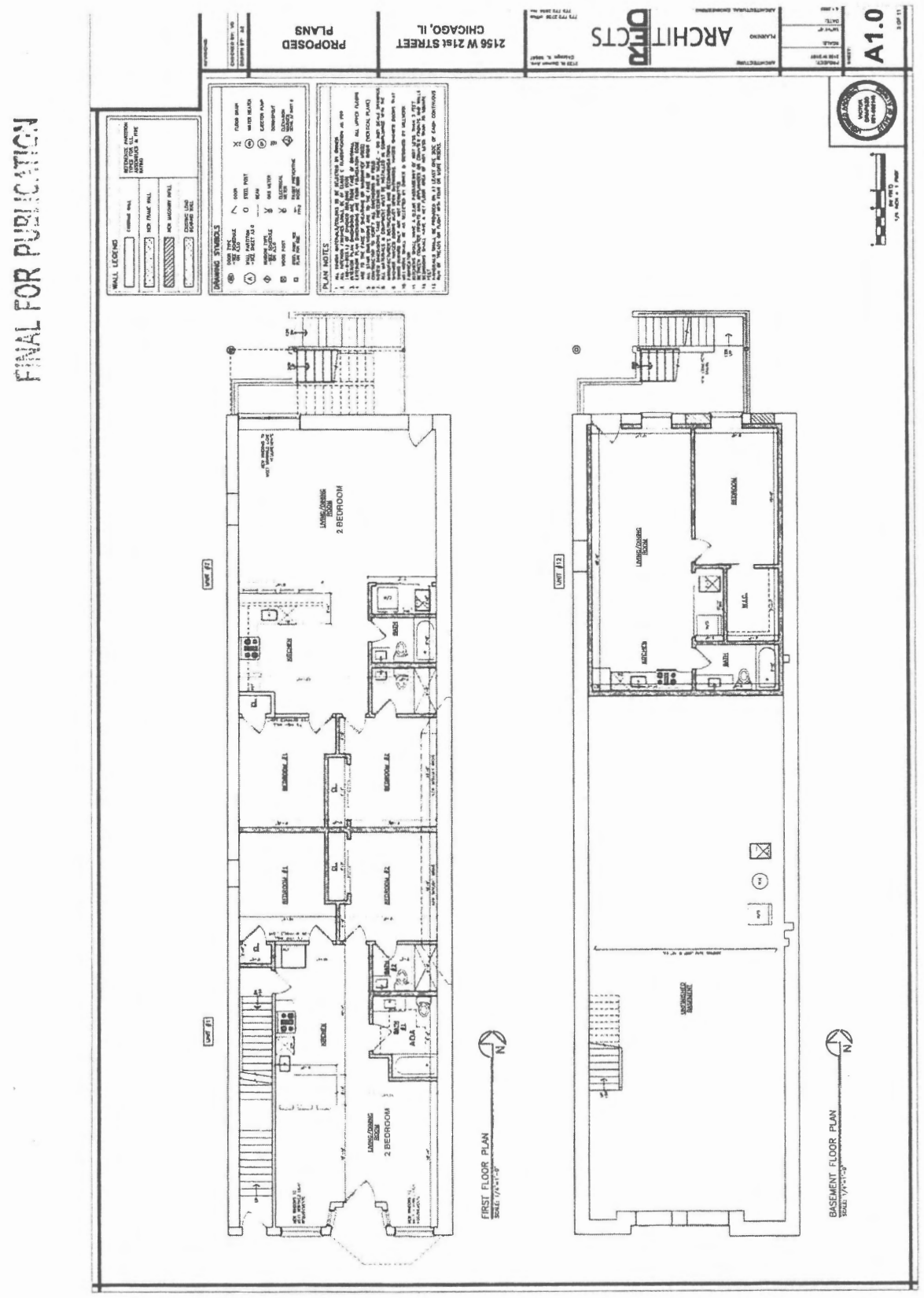
SHEET: **T1.0** 1 OF 11

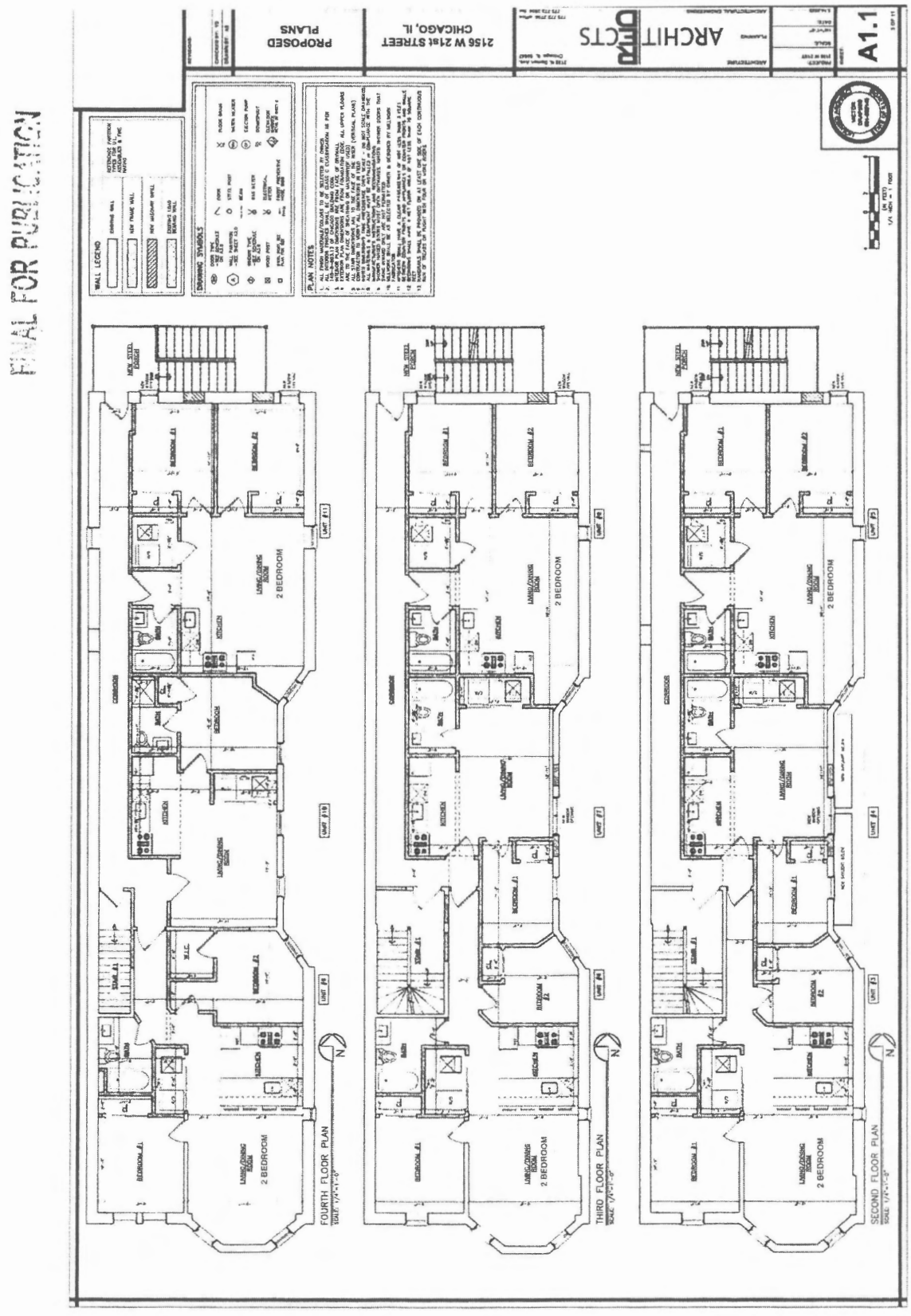
FINAL FOR PUBLICATION

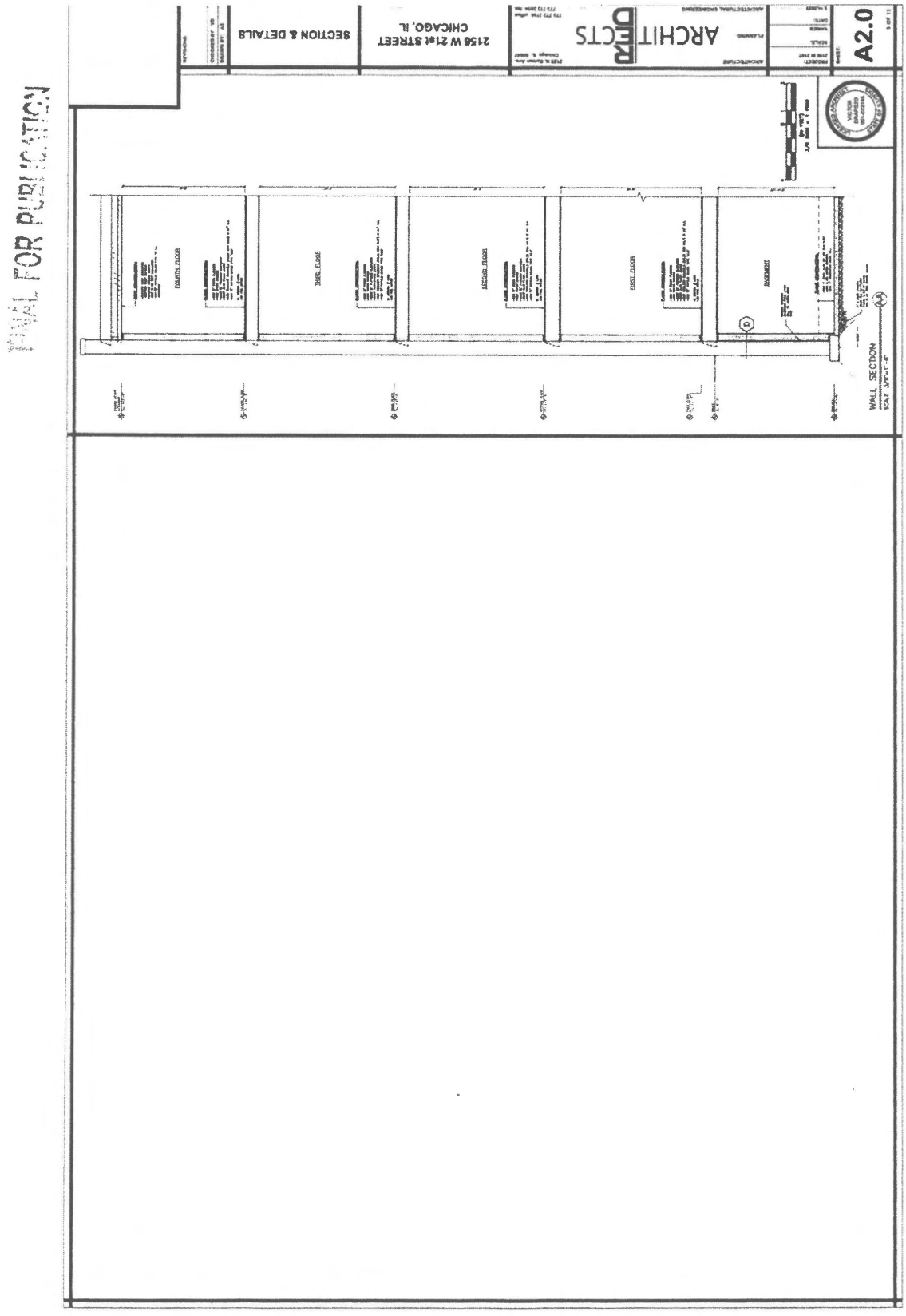


FINAL FOR PUBLICATION




FINAL FOR PUBLICATION
A1.0
ARCHITECTS
2156 W 21st STREET
CHICAGO, IL
PROPOSED
PLANS
WALL LEGEND
DRAWING SYMBOLS
PLAN NOTES
FIRST FLOOR PLAN
BASEMENT FLOOR PLAN
UNIT #1
UNIT #2
2 BEDROOM
LIVING/DINING ROOM
KITCHEN
BATH
BEDROOM
W.I.C.
ADA
UNFINISHED BASEMENT
N


FINAL FOR PUBLICATION
PROPOSED PLANS
2156 W 21st STREET CHICAGO, IL
ARCHITECTS
A1.1
WALL LEGEND
DRAWING SYMBOLS
PLAN NOTES
FOURTH FLOOR PLAN
THIRD FLOOR PLAN
SECOND FLOOR PLAN
2 BEDROOM
LIVING/DINING ROOM
KITCHEN
BEDROOM #1
BEDROOM #2
CORRIDOR
UNIT #1
UNIT #2
UNIT #3
UNIT #4


FINAL FOR PUBLICATION
A2.0
SECTION & DETAILS
2156 W 21st STREET
CHICAGO, IL
ARCHITECTS
WALL SECTION

*Reclassification Of Area Shown On Map No. 3-M.*
(Application No. 22288)
(Common Address: 1141 N. Austin Blvd.)

[O2023-0005694]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-M in the area bounded by:

a line 178.50 feet south of and parallel to West Division Street; the alley next east of and parallel to North Austin Boulevard; a line 208.50 feet south of and parallel to West Division Street; and North Austin Boulevard,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 5-F.*
(Application No. A-8847)
(Common Address: 1601 -- 1611 N. Halsted St. And 744 -- 758 W. North Ave.)

[O2023-0004130]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the P.D. Number 1416, Planned Development District symbols and indications as shown on Map Number 5-F in the area bounded by:

West Concord Place; the west right-of-way line of the Chicago Transit Authority rail line; West North Avenue; and North Halsted Street,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 5-F.*
(Application No. 22299)
(Common Address: 1935 -- 1943 N. Sedgwick St.)
[O2023-0005680]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-F in the area bounded by:

a line 106.9 feet south of the intersection of North Lincoln Avenue and North Sedgwick Street, as measured along the east right-of-way line of North Sedgwick Street and perpendicular thereto; a line 114.8 feet southeast of the intersection of North Lincoln Avenue and North Sedgwick Street, as measured along the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; a line 61.95 feet southwest of and parallel to North Lincoln Avenue; a line 51 feet east of and parallel to North Sedgwick Street; a line 175.47 feet southeast of the intersection of North Sedgwick Street and North Lincoln Avenue, as measured along the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; the alley next south of the intersection of North Lincoln Avenue and North Sedgwick Street; and North Sedgwick Street running north to the point of beginning,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 5-H.*
(Application No. 22300T1)
(Common Address: 2339 N. Lister Ave.)

[O2023-0005682]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M3-3 Heavy Industry District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 26 feet southeast of and parallel to North Winchester Avenue; the public alley northeast of and parallel to North Lister Avenue; a line 51 feet southeast of and parallel to North Winchester Avenue; and North Lister Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and Building Depictions attached to this ordinance printed on pages 7927 through 7932 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**ZONING MAP AMENDMENT**
**ZONING NARRATIVE FOR 2339 NORTH LISTER AVENUE, CHICAGO, IL 60614**
**TYPE 1 NARRATIVE AND PLANS**

a. Use: The Applicant seeks a zoning change from the current M3-3 Heavy Industry District to RT4 Residential Two-Flat, Townhouse and Multi-Unit District to allow a shared housing unit within the existing two-story, two-unit residential building.

b. Project's Floor Area: 1,800 SF (existing)

c. Floor Area Ration: 0.46

d. Project's Density: 2 Dwelling Units, 1,976 SF
(Minimum Lot Area)

e. Parking: 2 (existing)

f. Setbacks: Front: 0.17' (existing)

Rear: 114.11' (existing)

Side Setbacks:

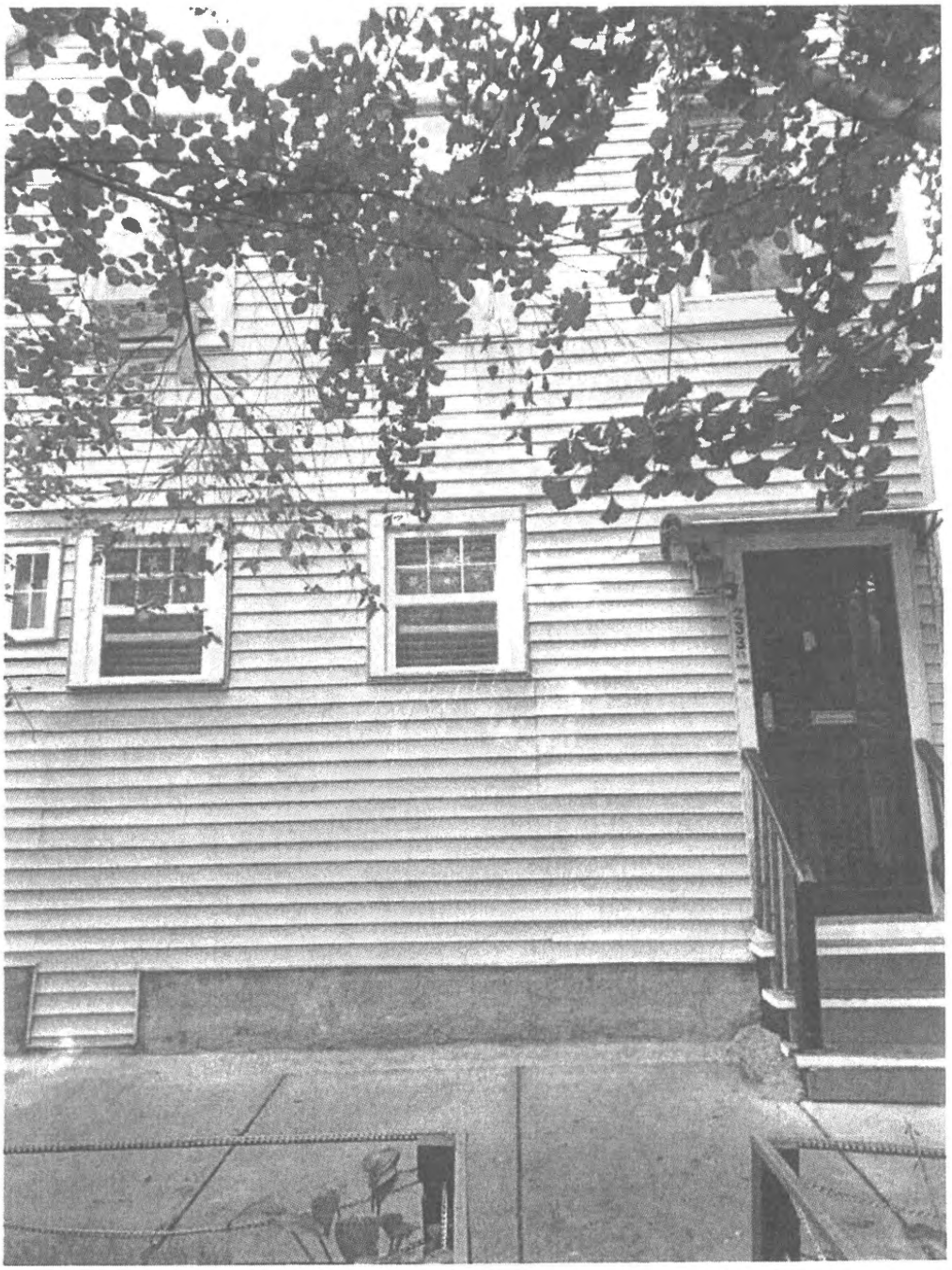
- Northeast Side Setback: 0.49' (existing)
- Southeast Side Setback: 3.76' (existing)

g. Building Height: 25' (existing)

LICENSED ARCHITECT
BEATA K KLAK
001-025237
STATE OF ILLINOIS
SCALE: 1/16" = 1'-0"
SITE PLAN
2339 N. LISTER AVE., CHICAGO, IL 60614
25.00'
158.77'
LOT 34
LOT 33
157.56'
LOT 32
25.00'
NORTH LISTER AVENUE
FINAL FOR PUBLICATION
PROARCH DESIGNS

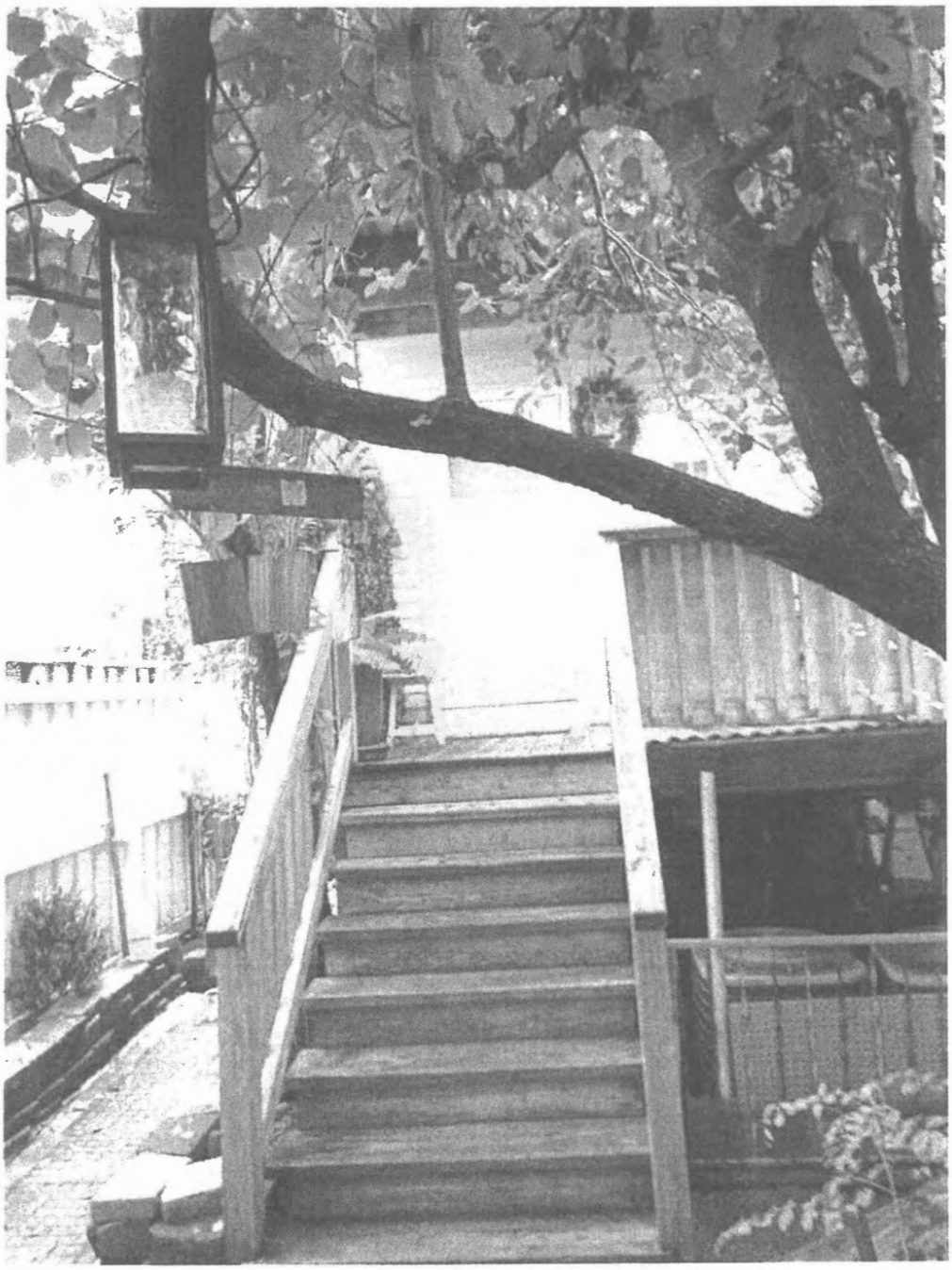
FINAL FOR PUBLICATION

FRONT VIEW OF EXISTING 2-FLAT



FINAL FOR PUBLICATION

REAR VIEW OF EXISTING 2-FLAT



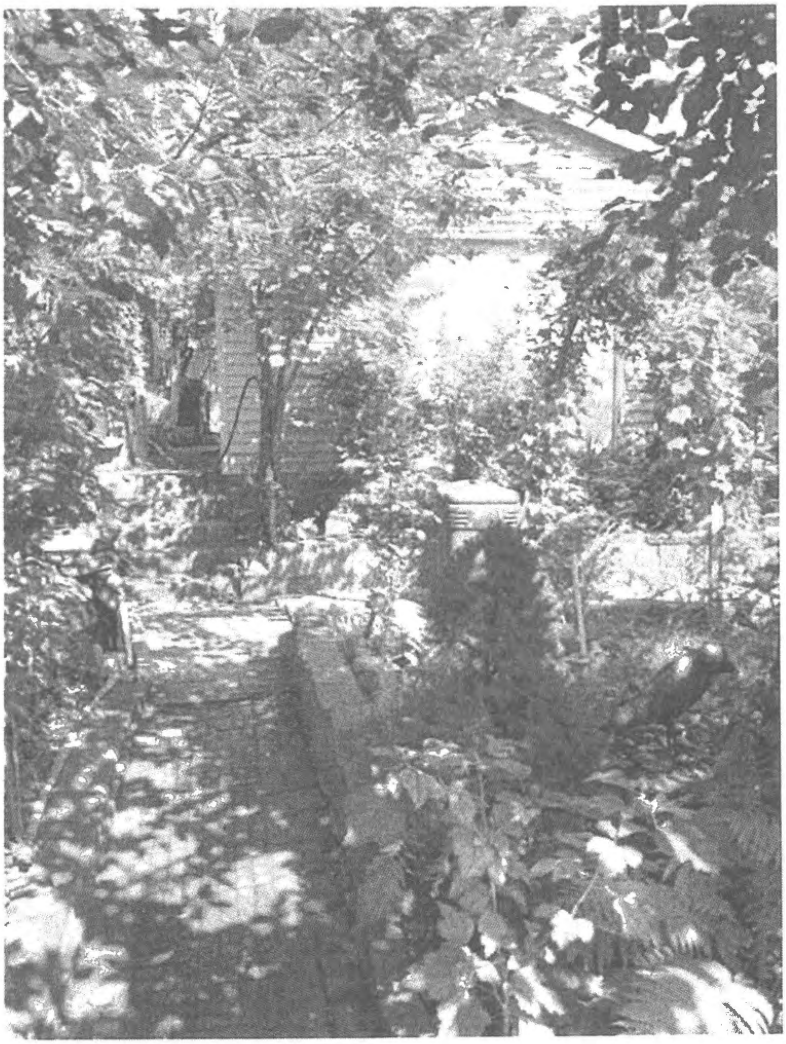
FINAL FOR PUBLICATION

**SIDE VIEW OF EXISTING 2-FLAT**



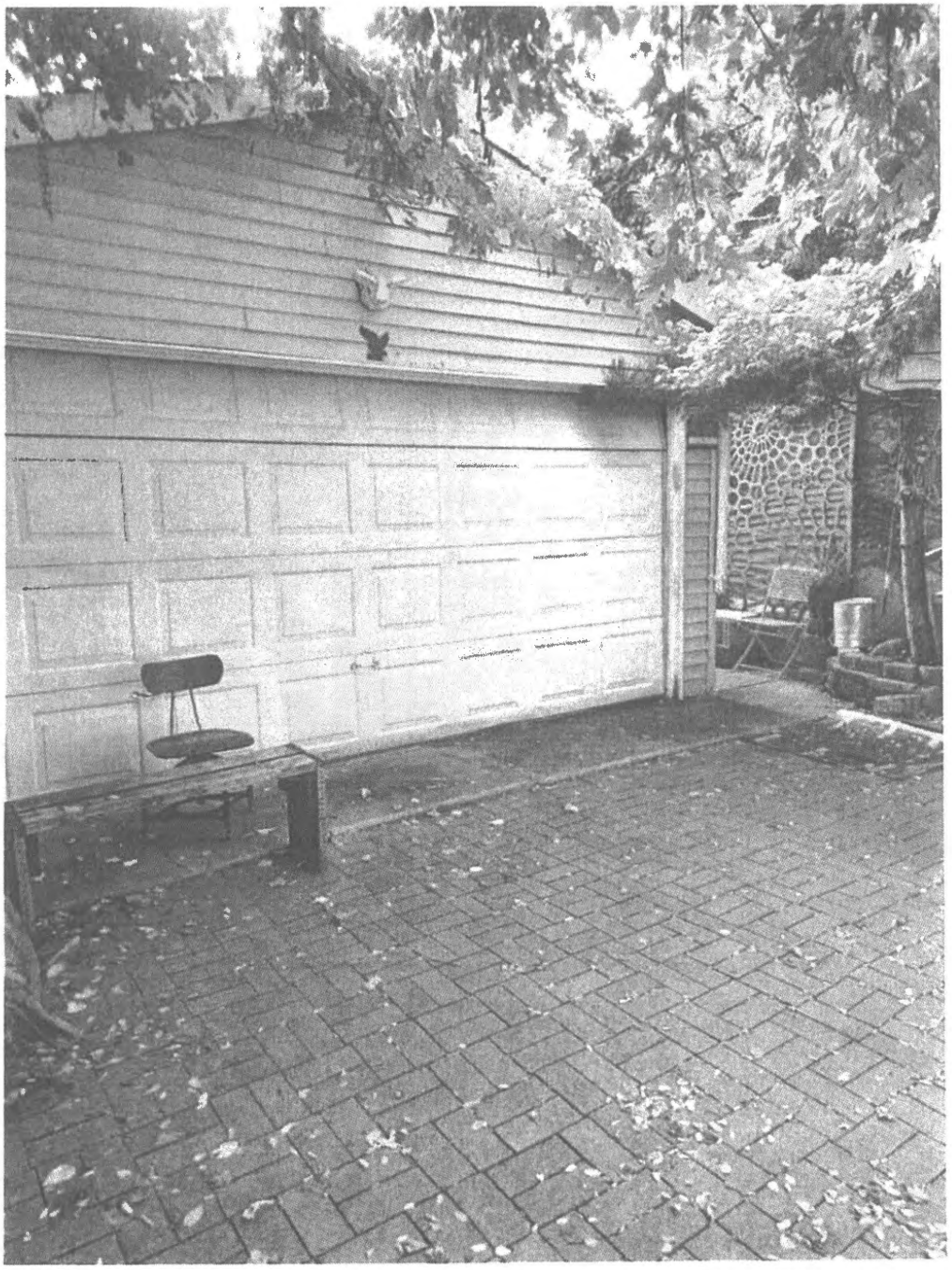
FINAL FOR PUBLICATION

VIEW OF REAR YARD OF SUBJECT PROPERTY



FINAL FOR PUBLICATION

VIEW OF REAR 2-CAR GARAGE



*Reclassification Of Area Shown On Map No. 7-H.*
(Application No. 22286T1)
(Common Address: 2515 N. Clybourn Ave.)

[O2023-0005688]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Zoning Map Index Number 7-H in the area bounded by:

a line 50 feet southeast of and parallel to West Terra Cotta Place; the alley next northeast of and parallel to North Clybourn Avenue; a line 75 feet southeast of and parallel to West Terra Cotta Place; and North Clybourn Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, First, Second and Third Floor Plans; North, South, East and West Building Elevations; Building Renderings; and Neighborhood Context Rendering attached to this ordinance printed on pages 7935 through 7941 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**17-13-0303-C (1) Narrative Zoning Analysis**
2515 North Clybourn Avenue, Chicago, Illinois

Proposed Zoning: *RM-4.5 Residential Multi-Unit District*

Lot Area: 3,750 square feet

Proposed Land Use: The Applicant is seeking a *Zoning Map Amendment* in order to permit the construction of a new three-story (with basement) three-unit *residential* building, with onsite accessory parking for three (3) vehicles, at the subject property. The programming for the proposed new building calls for one *simplex* unit to be established on each the Basement and the 1st Floor, with one *duplex* unit to be established on and between the 2nd and 3rd Floors. There will be surface parking for a total of three (3) vehicles, located at the rear of the building, with access directly off of the Public Alley. The new proposed improvements will be masonry in construction, with the building measuring 37 feet-7 inches in height (*underside of roof structure*).

(A) The Project's Floor Area Ratio: 5,052 square feet square feet (1.35 FAR)

(B) The Project's Density (Lot Area Per Dwelling Unit): 3 dwelling units (1,250 square feet per dwelling unit)

(C) The amount of off-street parking: 3 vehicular spaces

(D) Setbacks: a. Front Setback: 2 foot-6 inches

b. Rear Setback: 45 feet-1 inches

c. Side Setbacks:
North: 2 feet-0 inches
South: 3 feet-0 inches

**The Applicant will seek any additional relief that may be required to cure any non-conforming setback conditions, should such be determined during permit review.*

(E) Building Height: 37 feet-7 inches (*underside of roof structure*)

**PLEASE NOTE: The Applicant will comply with Section 17-3-0307 Exceptions, of the Chicago Air Quality Ordinance, should such provisions be determined as applicable.*

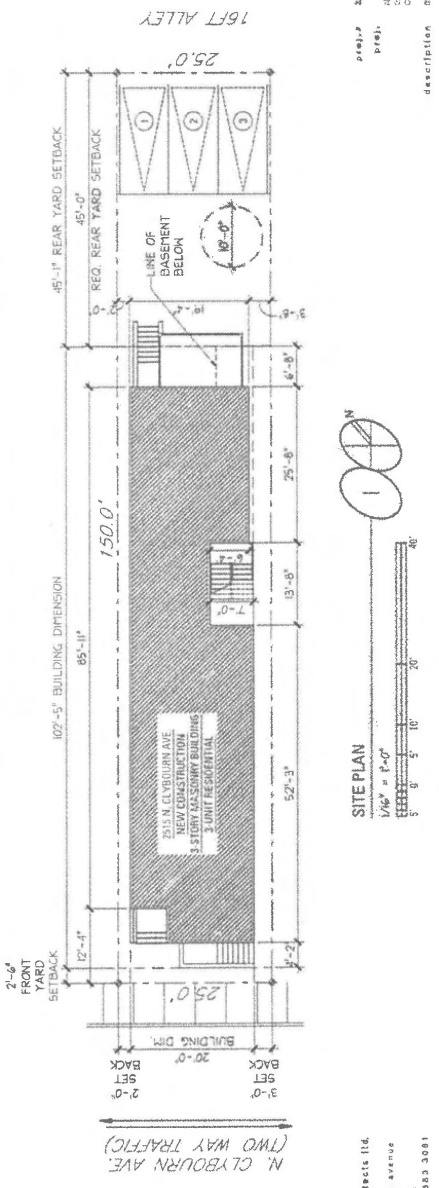
FINAL FOR PUBLICATION

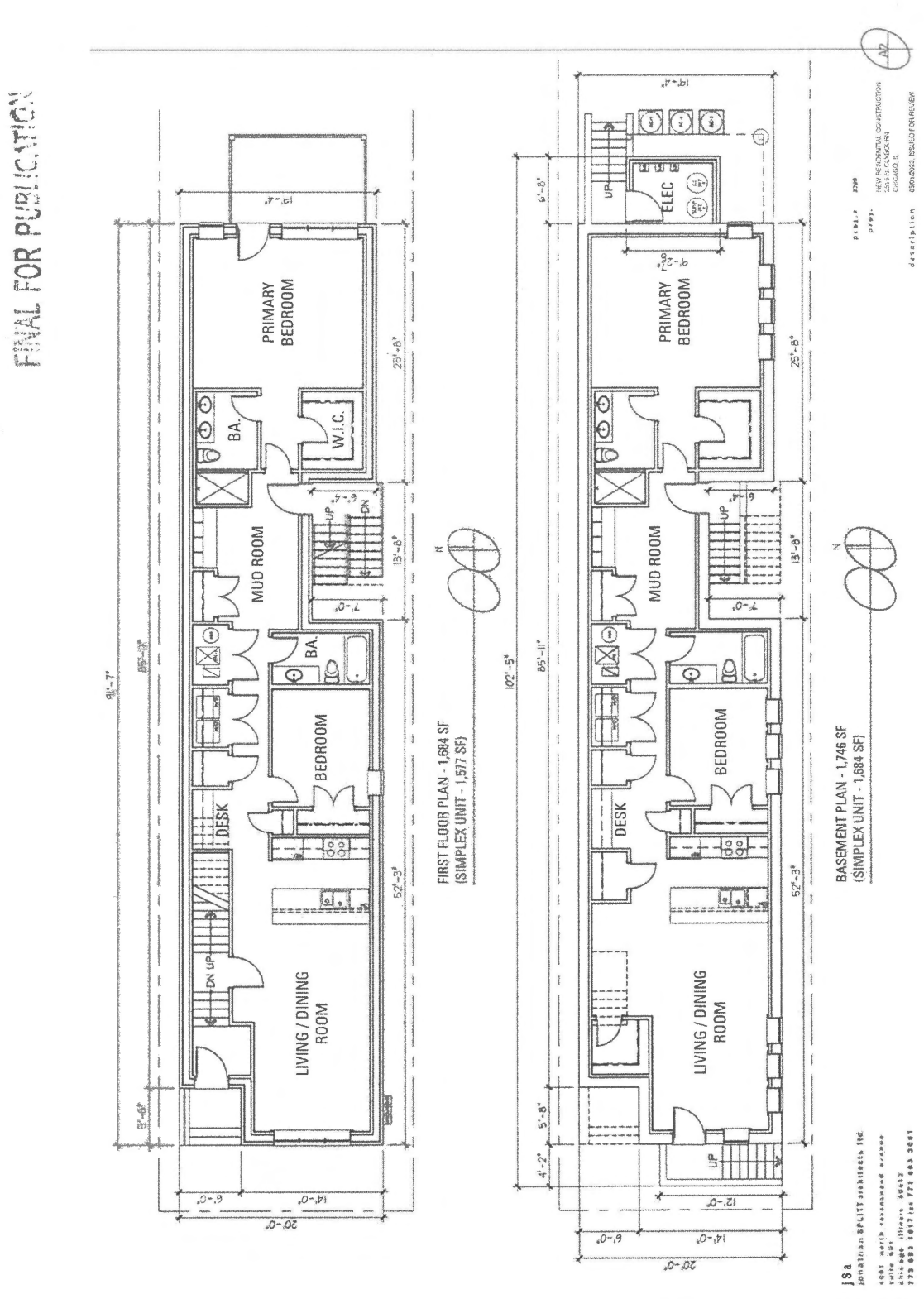
# 2515 N. CLYBOURN

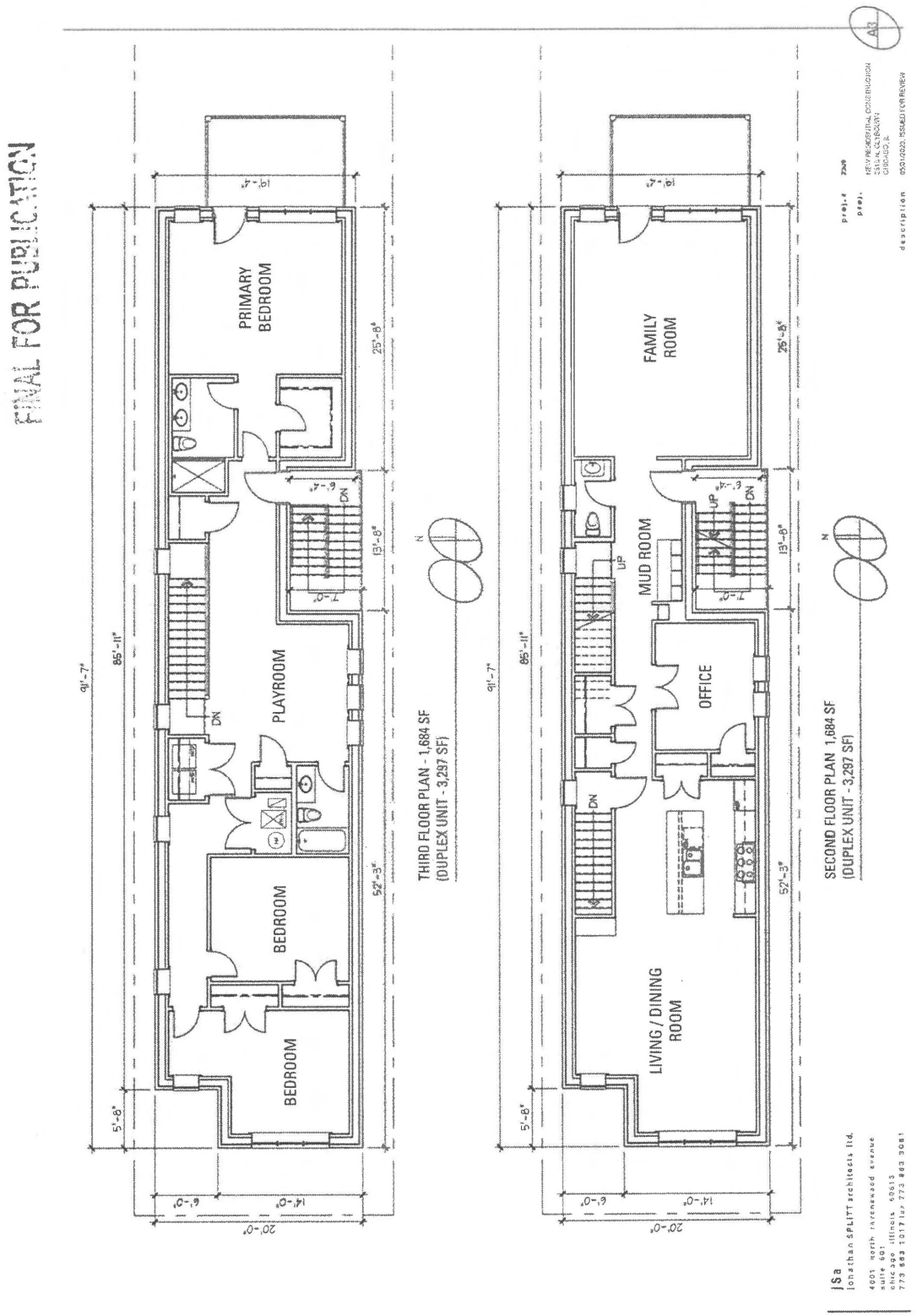
## ZONING DATA

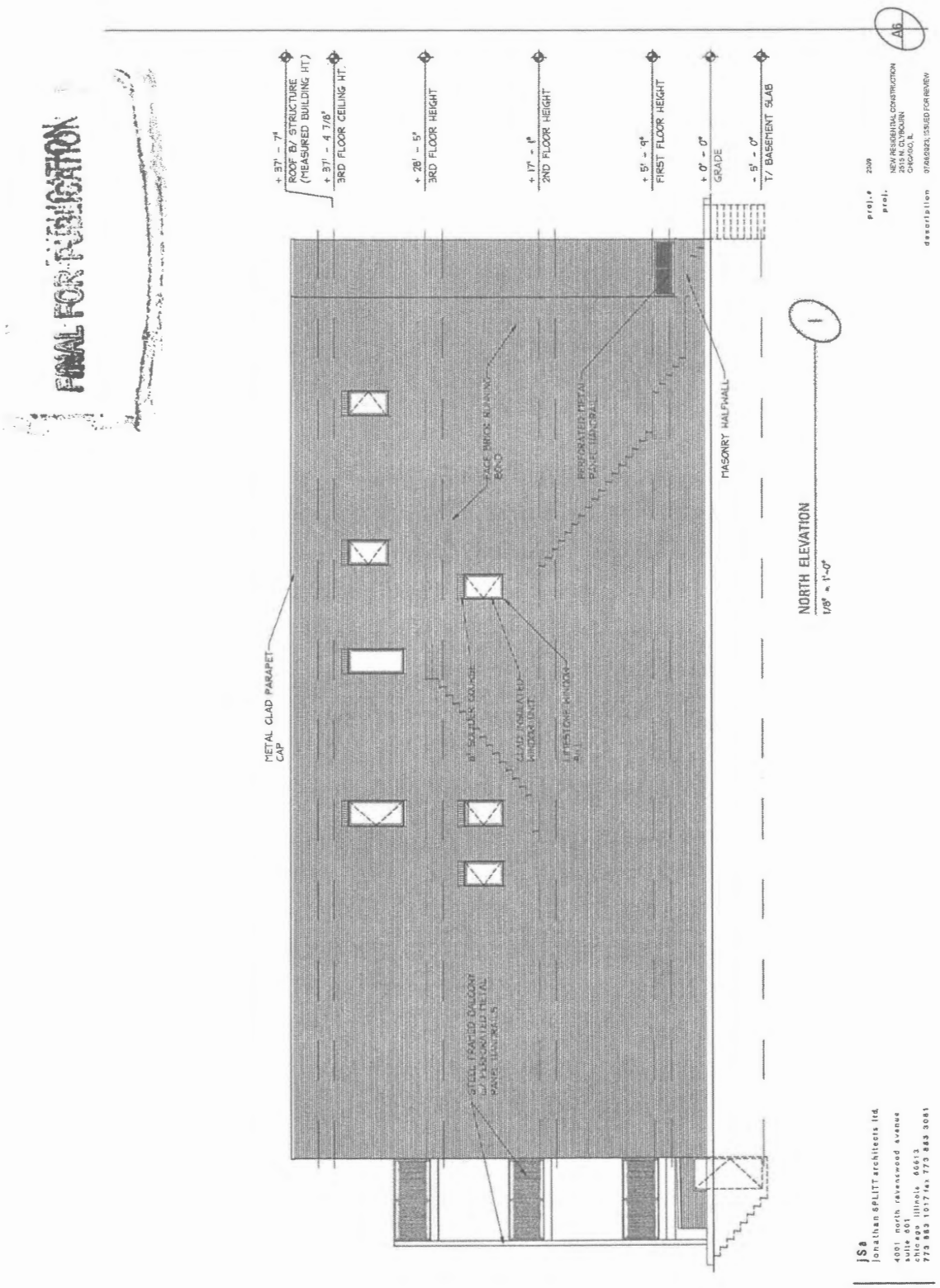
ADDRESS: 2515 N CLYBOURN
LOT SIZE: (SEE: SITE PLAN AND PLAT OF SURVEY)
LOT AREA: 3,750 SQ FT

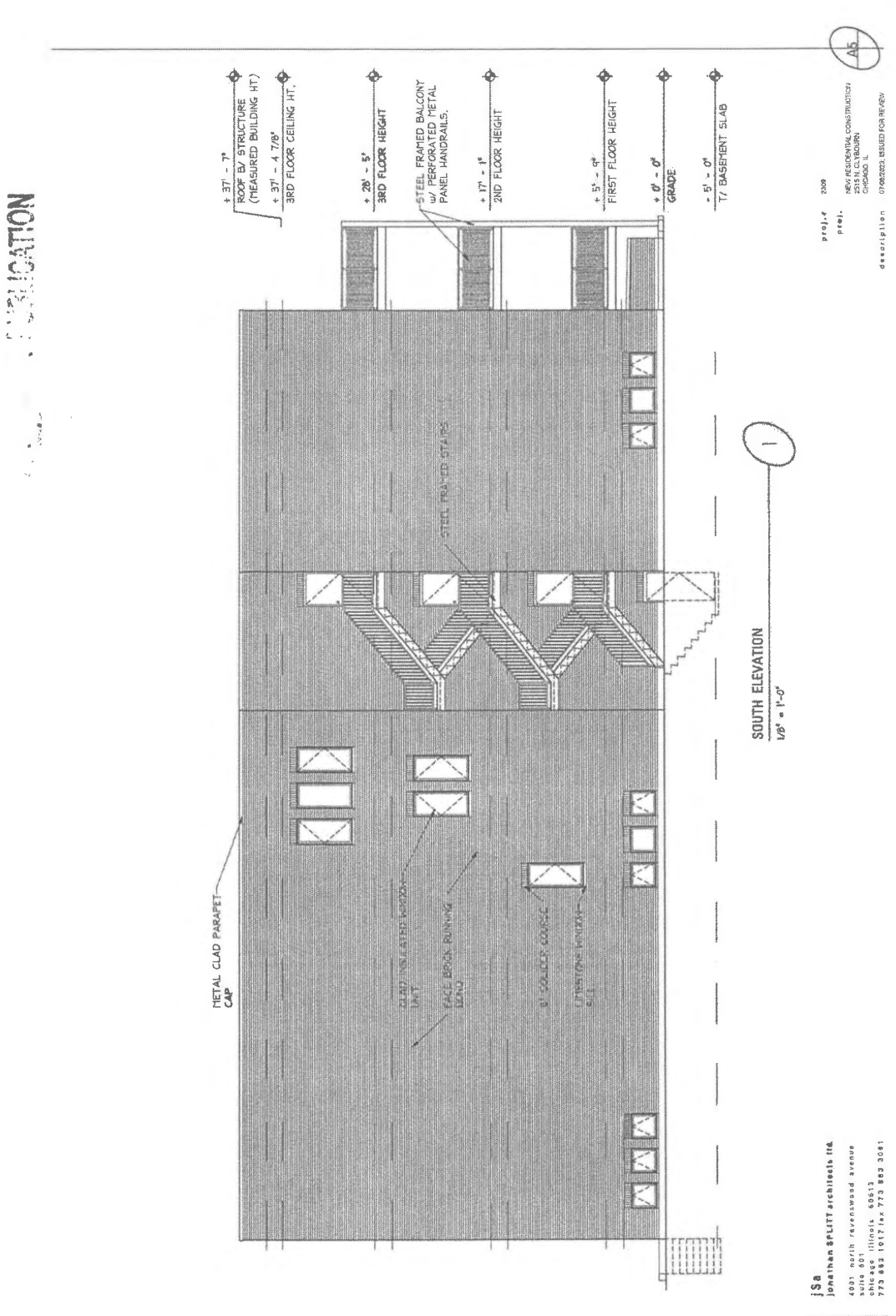
| | EXISTING | CODE REQUIRED | PROVIDED |
|---|---|---|---|
| ZONING DISTRICT: | RT-2 | RM-4.5 | RM-4.5 |
| F.A.R.: | 2.2 | 1.70 | 1.35 |
| MINIMUM LOT AREA PER UNIT: | N/A | 700 SF | 700 |
| MAXIMUM BUILDABLE AREA: | 8,250 SQ. FT | 6,375 SQ. FT | 5,062 SQ. FT |
| MAXIMUM NUMBER OF UNITS: | RESIDENTIAL NOT ALLOWED | 5 UNITS MAX | 3 UNITS |
| MAXIMUM BUILDING HEIGHT: | N/A | 45'-0" | 37'-7" |
| SETBACKS: | | | |
| FRONT YARD | N/A | 2'-4" (AVG OF NEIGHBORS) | 2'-6" |
| REAR YARD | N/A | 45'-0" | 45'-1" |
| SIDE YARDS | N/A | 5'-0" COMBINED. 2FT MIN. | 3'-0" (S); 2'-0" (N) |
| MINIMUM PARKING: | N/A | 3 SPACES | 3 SPACES |
| REAR YARD OPEN SPACE | N/A | 453.75 SF / 10 FT. CLEAR DIA | 578 SF |
| LOADING BERTH: | NOT REQUIRED | NOT REQUIRED | NOT REQUIRED |
| COMMERCIAL SPACE | NOT REQUIRED | NOT REQUIRED | NOT REQUIRED |




FINAL FOR PUBLICATION
PRIMARY BEDROOM
BA.
W.I.C.
MUD ROOM
BEDROOM
DESK
LIVING / DINING ROOM
FIRST FLOOR PLAN - 1,684 SF
(SIMPLEX UNIT - 1,577 SF)
ELEC
BASEMENT PLAN - 1,746 SF
(SIMPLEX UNIT - 1,684 SF)
JSA


FINAL FOR PUBLICATION
PRIMARY BEDROOM
PLAYROOM
BEDROOM
BEDROOM
THIRD FLOOR PLAN - 1,684 SF
(DUPLEX UNIT - 3,297 SF)
FAMILY ROOM
MUD ROOM
OFFICE
LIVING / DINING ROOM
SECOND FLOOR PLAN 1,684 SF
(DUPLEX UNIT - 3,297 SF)
91'-7"
85'-11"
19'-4"
25'-8"
13'-8"
52'-3"
5'-8"
6'-0"
14'-0"
20'-0"
DN
UP
N
A3
JSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601
chicago illinois 60613
773 883 1017 fax 773 883 3081


FINAL FOR PUBLICATION
+ 37' - 7"
ROOF B/ STRUCTURE
(MEASURED BUILDING HT.)
+ 37' - 4 7/8"
3RD FLOOR CEILING HT.
+ 28' - 5"
3RD FLOOR HEIGHT
+ 17' - 1"
2ND FLOOR HEIGHT
+ 5' - 9"
FIRST FLOOR HEIGHT
+ 0' - 0"
GRADE
- 5' - 0"
T/ BASEMENT SLAB
METAL CLAD PARAPET CAP
8" SOLDIER COURSE
CLAD ALUMINUM WINDOW UNIT
LIMESTONE WINDOW SILL
FACE BRICK RUNNING BOND
PERFORATED METAL FENCE/HANDRAIL
MASONRY HALFWALL
STEEL FRAMED BALCONY W/ PERFORATED METAL PANEL HANDRAILS
NORTH ELEVATION
1/8" = 1'-0"
1
AB
jSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601 illinois 60613
773 883 1017 fax 773 883 3081
proj.# 2308
proj. NEW RESIDENTIAL CONSTRUCTION
2515 N. OLYMPIA
CHICAGO, IL
description 07/26/2023; ISSUED FOR REVIEW


+ 37' - 7"
ROOF B/ STRUCTURE
(MEASURED BUILDING HT)
+ 37' - 4 7/8"
3RD FLOOR CEILING HT.
+ 28' - 5"
3RD FLOOR HEIGHT
STEEL FRAMED BALCONY
w/ PERFORATED METAL
PANEL HANDRAILS.
+ 17' - 1"
2ND FLOOR HEIGHT
+ 5' - 0"
FIRST FLOOR HEIGHT
+ 0' - 0"
GRADE
- 5' - 0"
T/ BASEMENT SLAB
STEEL PAINTED STAIRS
METAL CLAD PARAPET
CAP
FACE BRICK RUNNING
BOND
8" SOLDIER COURSE
LIMESTONE WINDOW
SILL
SOUTH ELEVATION
1/8" = 1'-0"
A5
proj.# 2309
proj.
NEW RESIDENTIAL CONSTRUCTION
2515 N. CLYBOURN
CHICAGO, IL
description 07/06/2023, ISSUED FOR REVIEW
jSa
jonathan SPLITT architects ltd.
4021 north ravenswood avenue
suite 401
chicago, illinois 60613
773 883 1017 fax 773 883 3081

+ 37' - 7"
ROOF B/ STRUCTURE
(TREASURED BUILDING HT)
+ 37' - 4 7/8"
3RD FLOOR CEILING HT.
FACE BRICK RUNNING BOND
+ 28' - 5"
3RD FLOOR HEIGHT
FACE BRICK SOLIDER COURSE
LIMESTONE WINDOW SILL
+ 17' - 1"
2ND FLOOR HEIGHT
STEEL FRAMED BALCONY w/ PERFORATED METAL PANEL HANDRAILS
+ 5' - 4"
FIRST FLOOR HEIGHT
+ 0' - 0"
GRADE
- 5' - 0"
T/ BASEMENT SLAB
EAST ELEVATION
1/8" = 1'-0"
2
+ 37' - 7"
ROOF B/ STRUCTURE
(TREASURED BUILDING HT)
+ 37' - 4 7/8"
3RD FLOOR CEILING HT.
LIMESTONE PARAPET CAP
+ 28' - 5"
3RD FLOOR HEIGHT
FACE BRICK SOLIDER COURSE
LIMESTONE WINDOW SILL
+ 17' - 1"
2ND FLOOR HEIGHT
CLAD INSULATED WINDOW UNIT.
FACE BRICK RUNNING BOND
+ 5' - 4"
FIRST FLOOR HEIGHT
+ 0' - 0"
GRADE
- 5' - 0"
T/ BASEMENT SLAB
WEST ELEVATION
1/8" = 1'-0"
1
jSa
jonathan SPLITT architects llc
4001 north ravenswood avenue
suite 405
chicago illinois 60613
773 883 1017 fax 773 883 3081
proj.#
proj.
NEW RESIDENTIAL CONSTRUCTION
2515 N. CLYBOURN
CHICAGO, IL
description
A4

FINAL FOR PUBLICATION
BUILDING RENDERING
1
BUILDING RENDERING
2
NEIGHBORHOOD CONTEXT RENDERING
3
BUILDING RENDERING
4
JSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601
chicago, illinois 60613
773 883 1017 fax 773 883 3081
proj.# 2000
proj.
NEW RESIDENTIAL CONSTRUCTION
2213 N. CLYBOURN
CHICAGO, IL
description 03/01/2023 ISSUED FOR REVIEW
A7

*Reclassification Of Area Shown On Map No. 9-G.*
(As Amended)
(Application No. 22280T1)
(Common Address: 1051 W. Cornelia Ave.)

[SO2023-0004817]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 9-G in an area bounded by:

West Cornelia Avenue; a line 194.69 feet east of and parallel to North Seminary Avenue; the alley next south of and parallel to West Cornelia Avenue; and a line 150.00 feet east of and parallel to North Seminary Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing/Demo and New Site Plans; Demo/New Basement Plan; Demo/New First and Second Floor Plans; Existing Third Level Floor Plan; Proposed Roof Plan; Demo/New Roof Level Floor Plans; Demo/New North, South and East Building Elevations; New/Existing West Building Elevations; Partial Elevation/Section; and Partial Building Section attached to this ordinance printed on pages 7944 through 7954 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

22280-T1

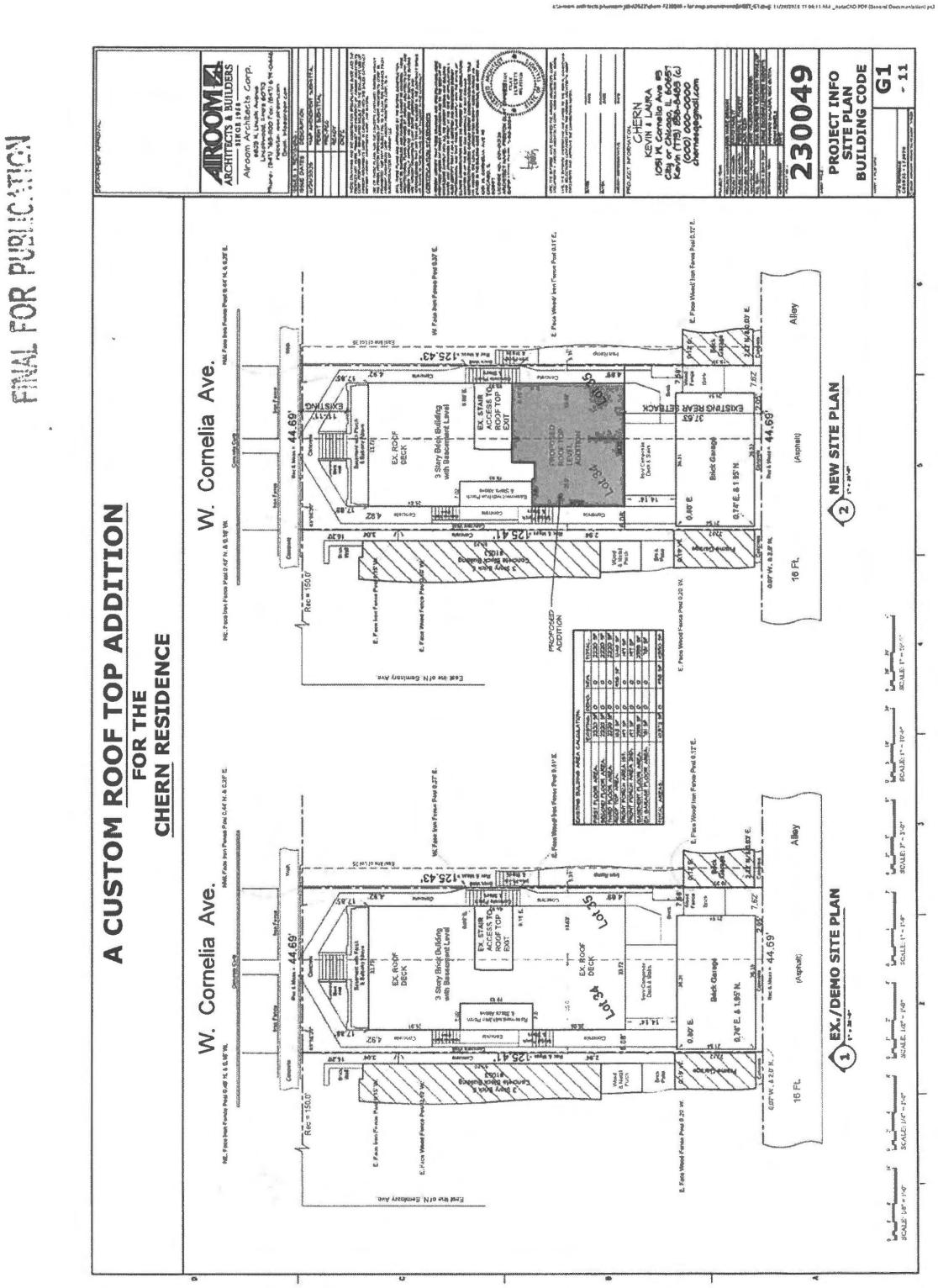
**Amended to be a**
**Type-1 Zoning Map Amendment**
**Narrative and Plans**
**For 1051 W Cornelia Ave**
**From RT-4 to RM-5**

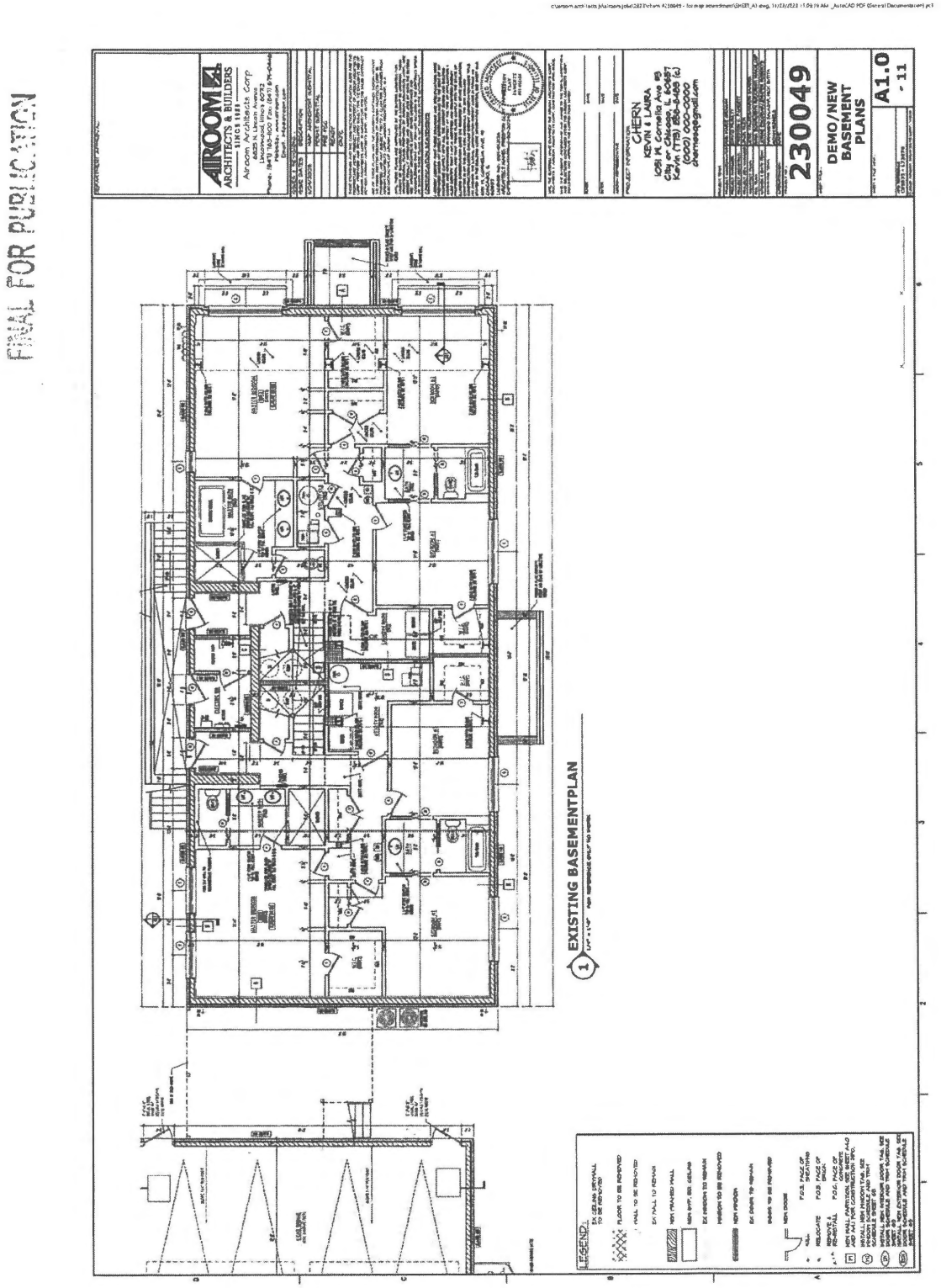
FINAL FOR PUBLICATION

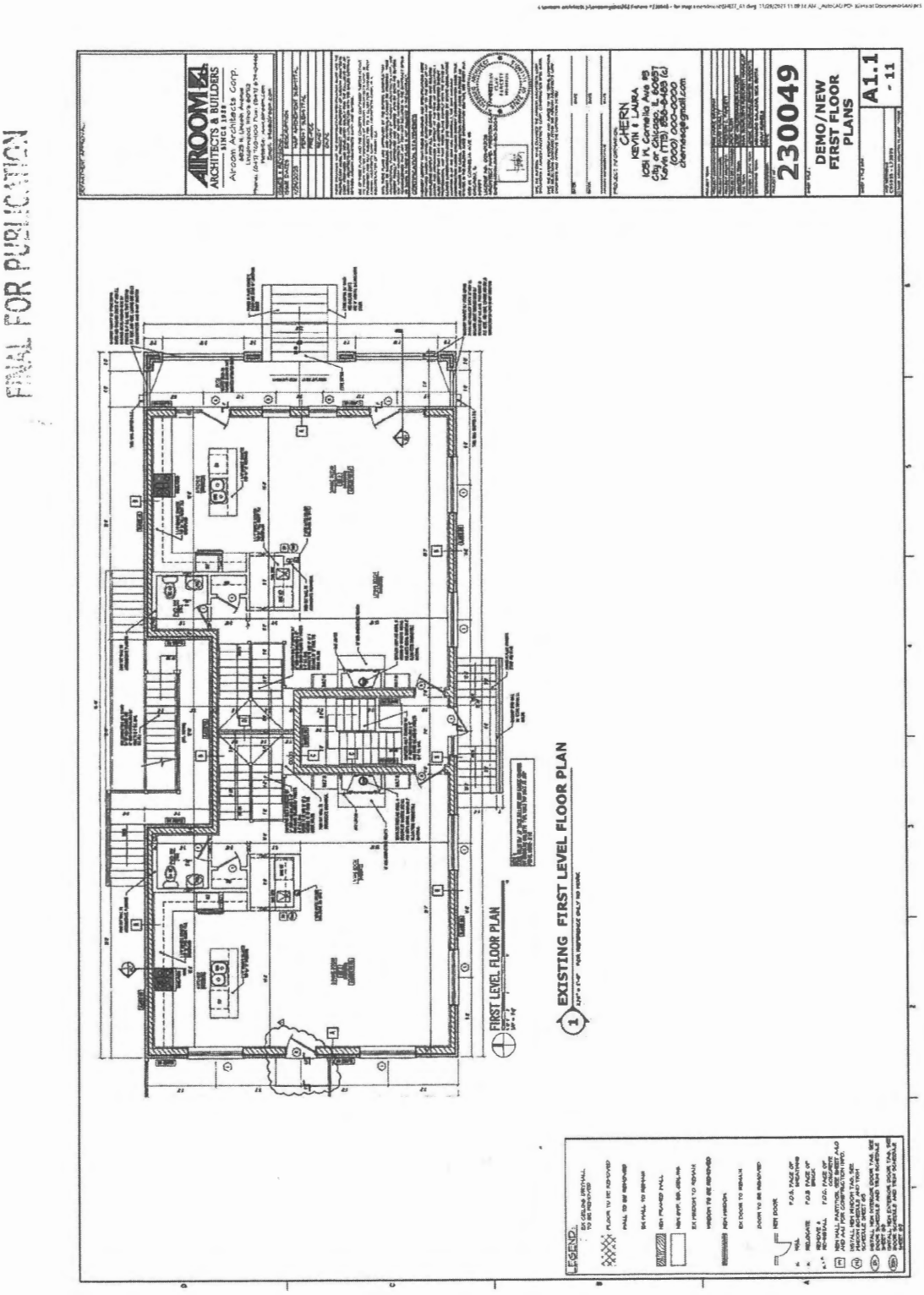
1.A. The applicant seeks a zoning change from RT-4 to RM-5 to meet the bulk and density requirements of the RM-5 to allow a roof top addition to the existing 3 story 4 dwelling unit building with 4 on-site parking spaces.

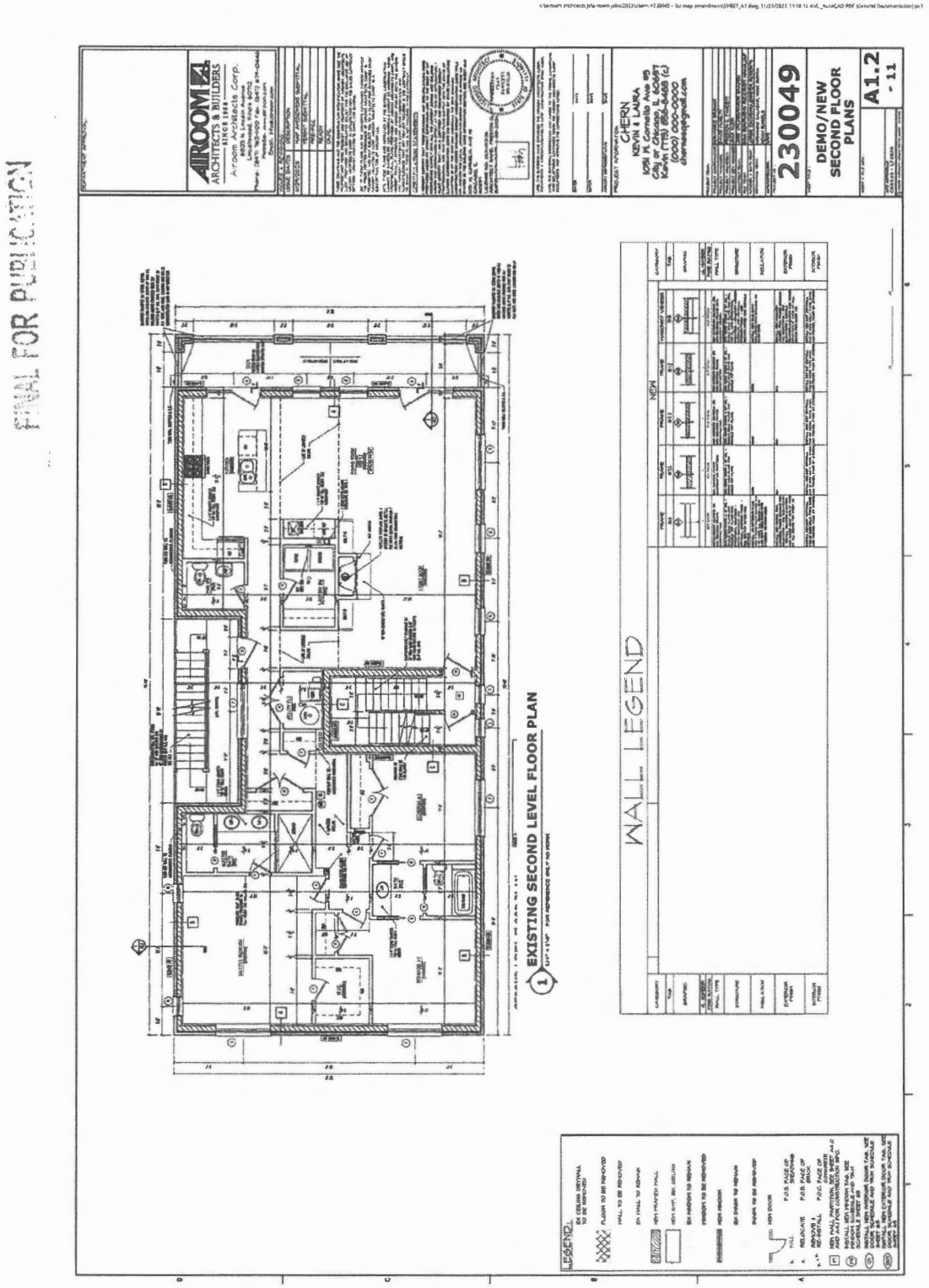
| | |
|---|---|
| a) Floor Area Ratio | 1.40 |
| Building Area | 7,800 SQ. FT. |
| b) Density (MLA) Lot Area per D.U. | 1,401.25 SQ. FT. (4 D.U.'S) |
| Lot Area | 5,605 SQ.FT. |
| c) Building Height | *49'-2" (MAX HT 47'-0") |
| d) Existing Setbacks | |
| Front Setback | 11.92 FT (EXISTING) |
| Rear Setback | 37.63 FT (EXISTING) |
| East Side Setback | 4.89 FT (EXISTING) |
| West Side Setback | 6.08 FT (EXISTING) |
| e) Parking | 4 SPACES (EXISTING) |

* Applicant will seek other zoning relief as needed to comply with the proposed building height.

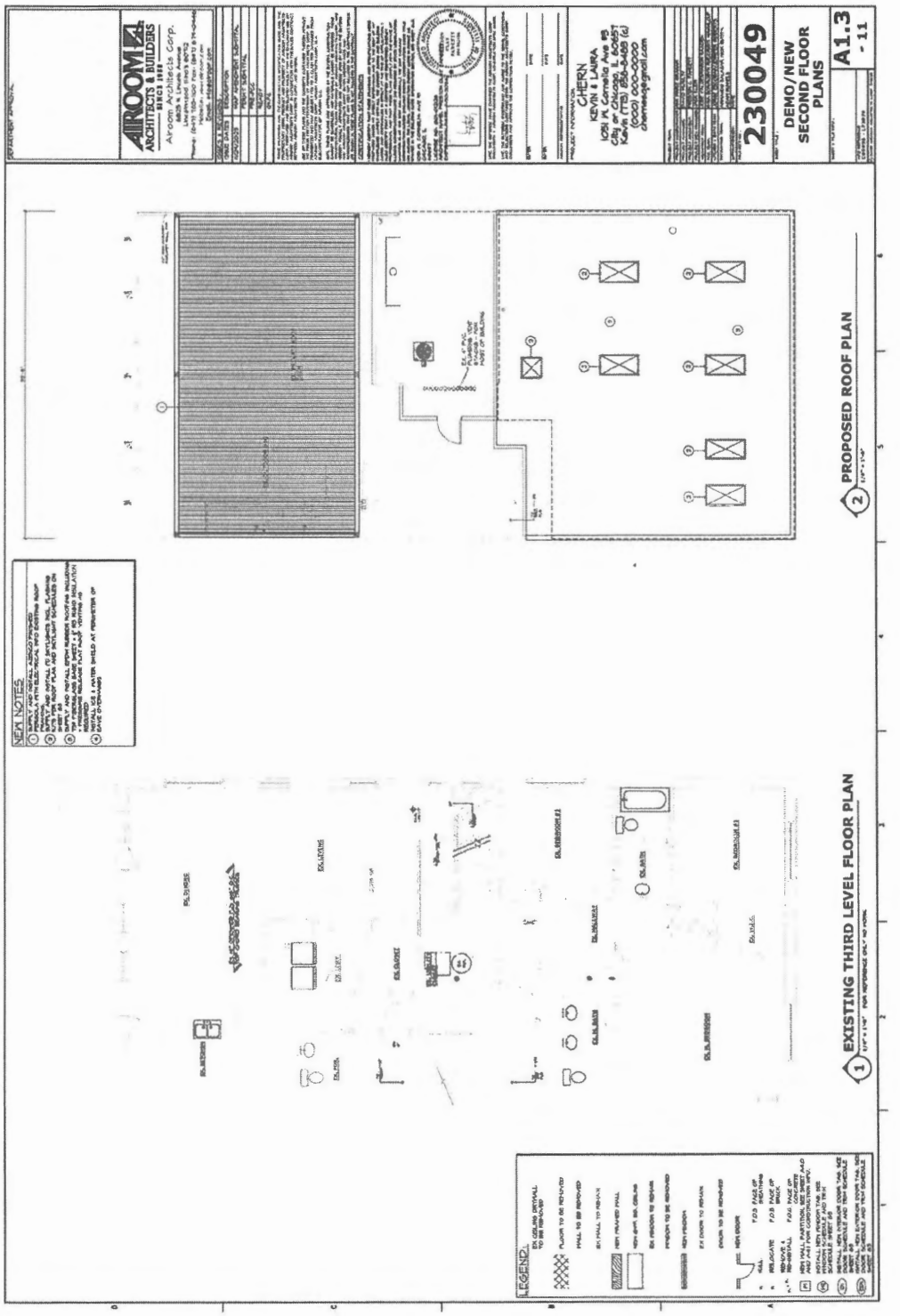

FINAL FOR PUBLICATION
A CUSTOM ROOF TOP ADDITION
FOR THE
CHERN RESIDENCE
W. Cornelia Ave.
W. Cornelia Ave.
EX./DEMO SITE PLAN
NEW SITE PLAN
AIROOM
ARCHITECTS & BUILDERS
Airoom Architects Corp.
230049
PROJECT INFO
SITE PLAN
BUILDING CODE
G1
- 11

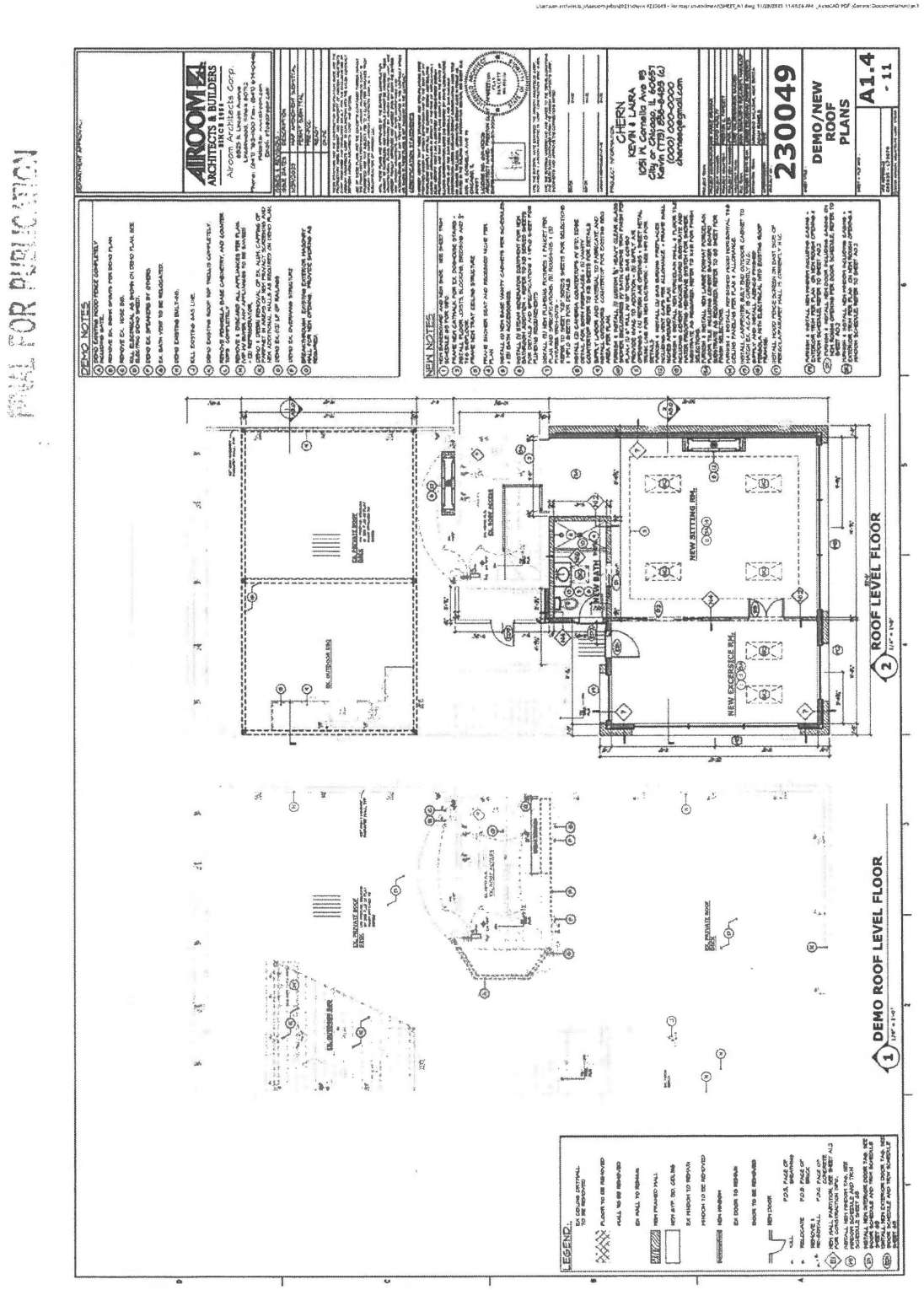

FINAL FOR PUBLICATION
AIROOM
ARCHITECTS & BUILDERS
Airoom Architects Corp
230049
DEMO/NEW BASEMENT PLANS
A1.0
- 11
EXISTING BASEMENTPLAN
LEGEND

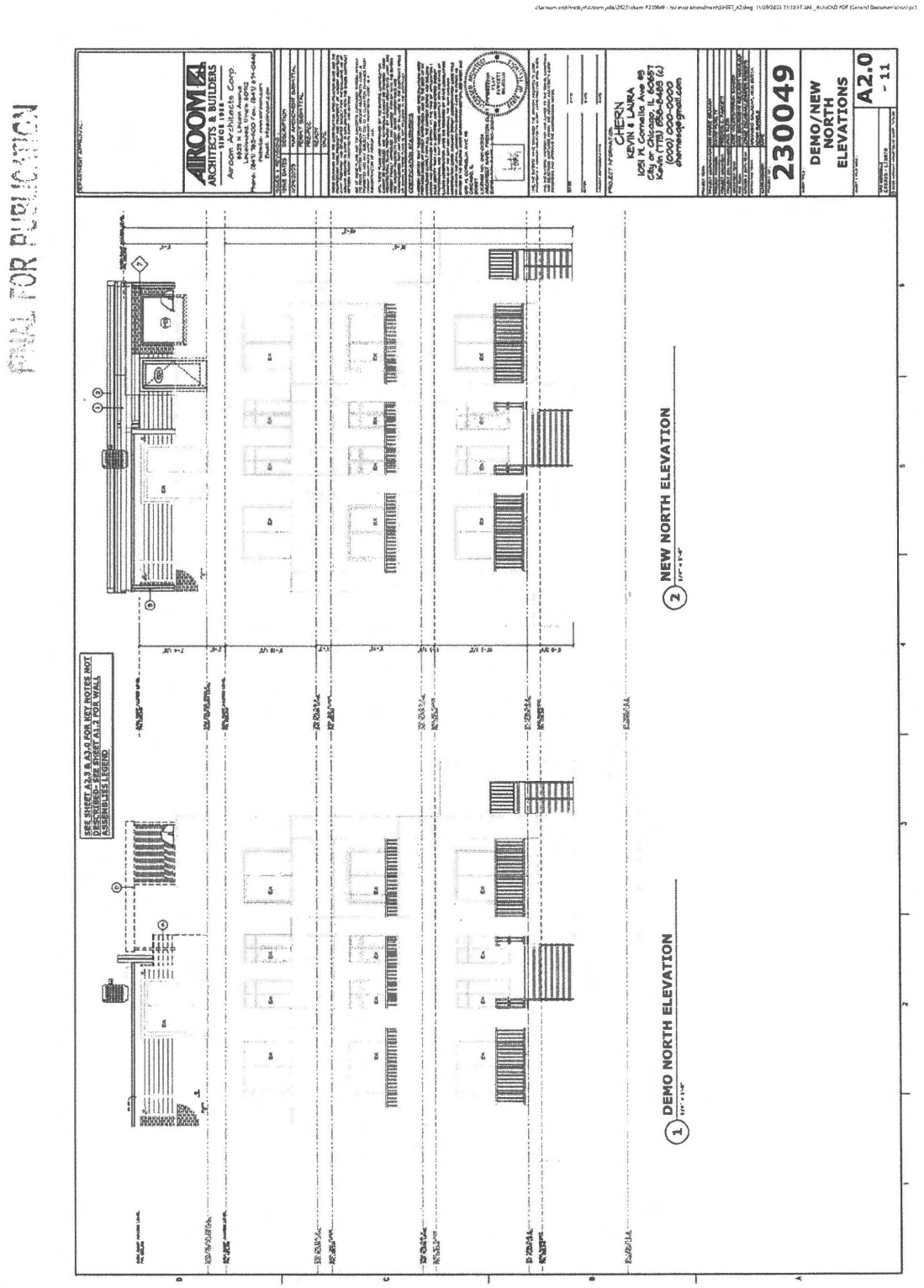

FINAL FOR PUBLICATION
AIROOM
ARCHITECTS & BUILDERS
Airoom Architects Corp.
CHERN
KEVIN T. LAURA
230049
DEMO/NEW
FIRST FLOOR
PLANS
A1.1
- 11
FIRST LEVEL FLOOR PLAN
EXISTING FIRST LEVEL FLOOR PLAN
LEGEND:

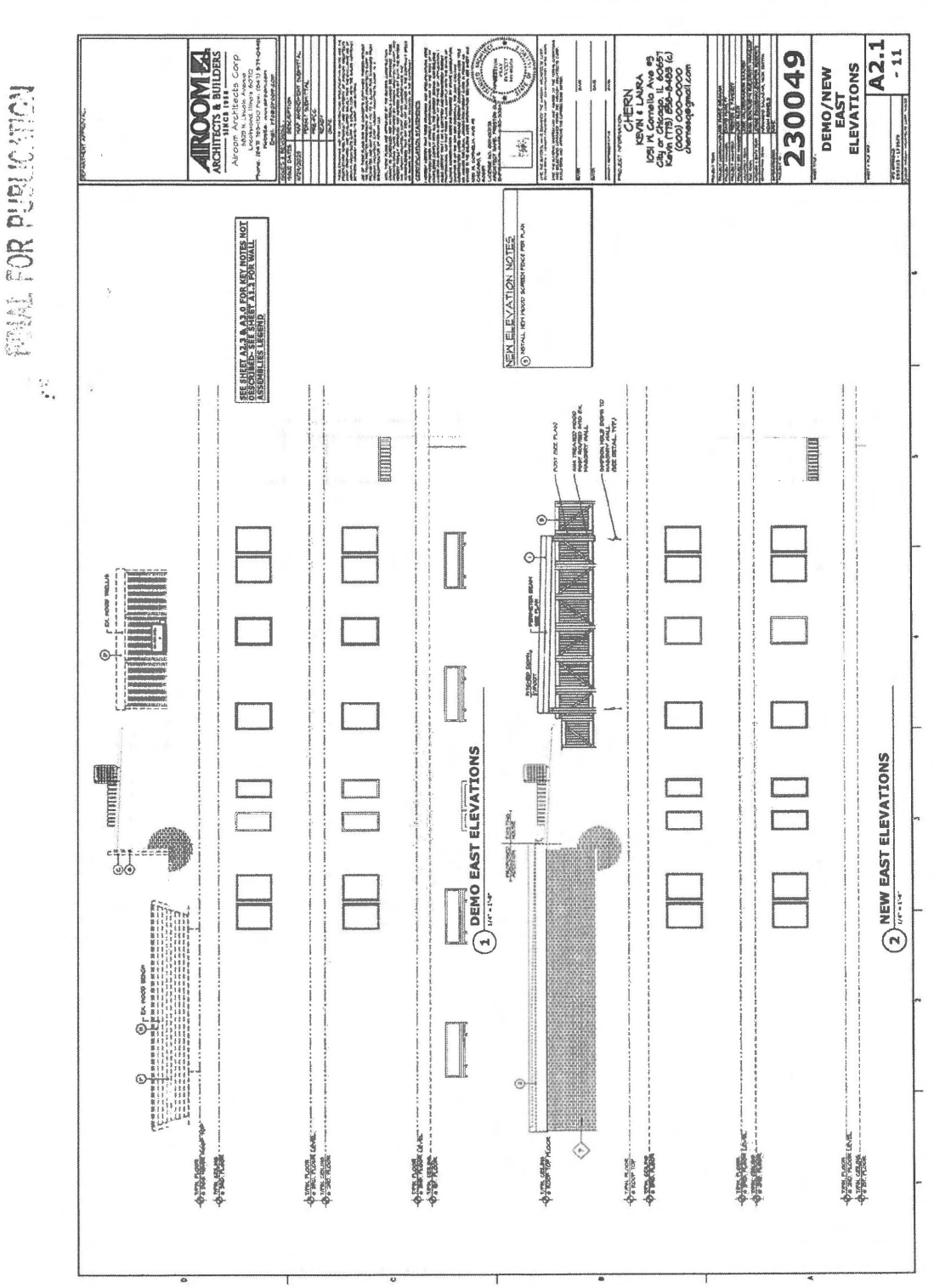

FINAL FOR PUBLICATION
AIROOM
ARCHITECTS & BUILDERS
CHERN
230049
DEMO/NEW SECOND FLOOR PLANS
A1.2
EXISTING SECOND LEVEL FLOOR PLAN
WALL LEGEND
LEGEND

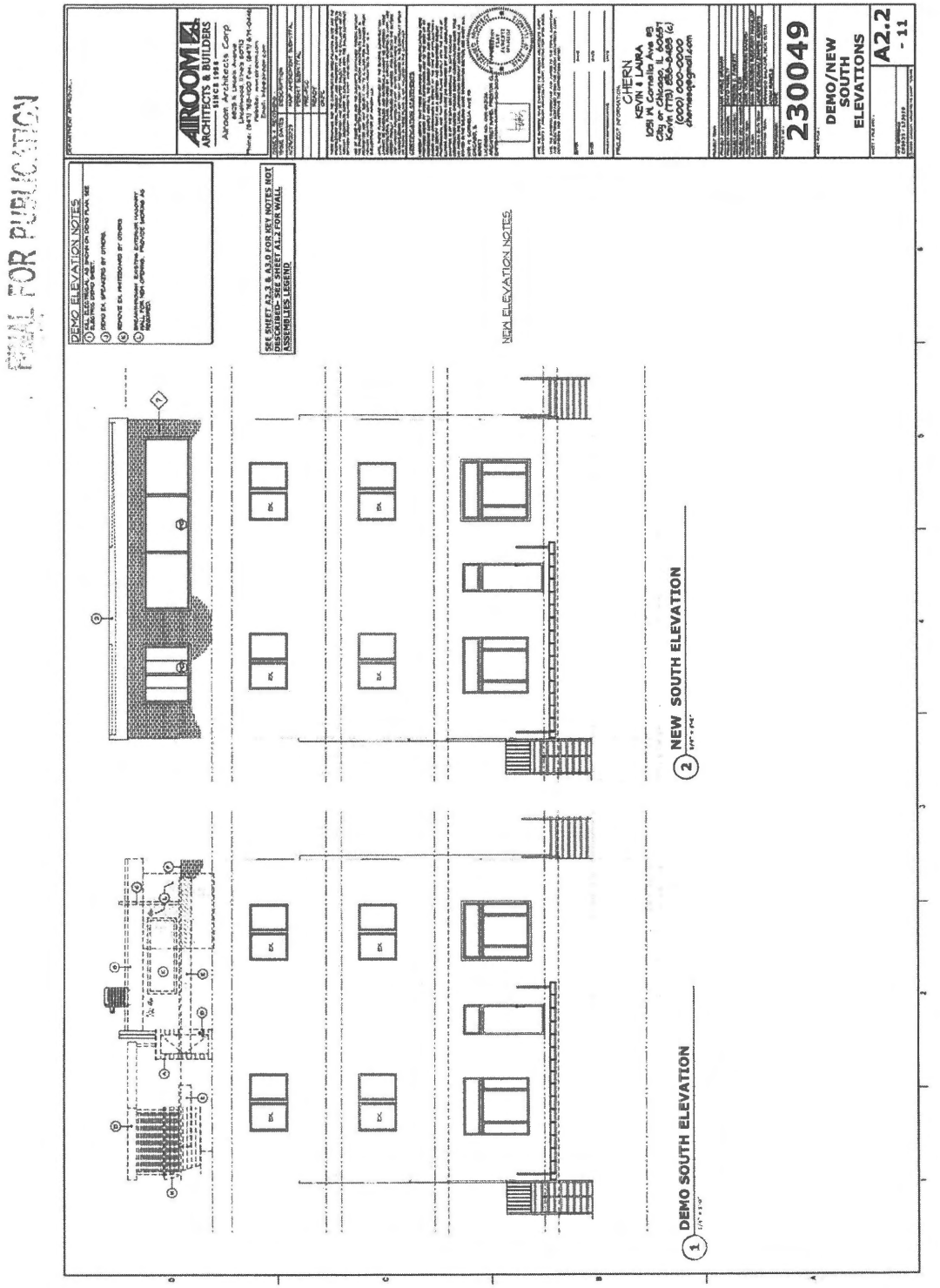
FINAL FOR PUBLICATION

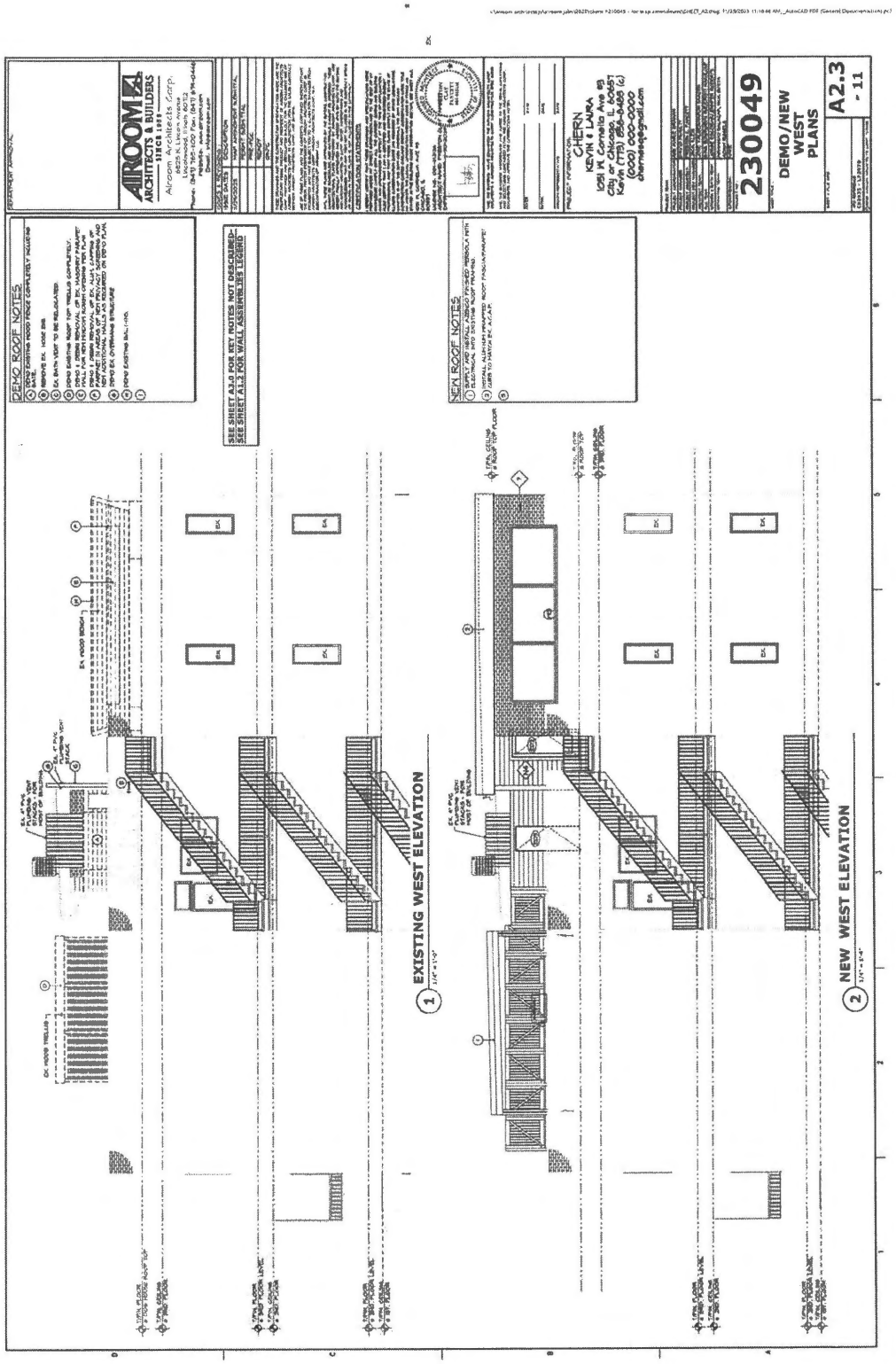



FINAL FOR PUBLICATION
AIROOM
ARCHITECTS & BUILDERS
Airoom Architects Corp.
DEMO NOTES
NEW NOTES
CHERN
KEVIN & LAURA
230049
DEMO/NEW ROOF PLANS
A1.4
- 11
NEW SITTING RM.
NEW BATH
NEW EXCERSICE RM.
ROOF LEVEL FLOOR
DEMO ROOF LEVEL FLOOR
LEGEND


FINAL FOR PUBLICATION
AROOM
ARCHITECTS & BUILDERS
1 DEMO NORTH ELEVATION
2 NEW NORTH ELEVATION
230049
DEMO/NEW NORTH ELEVATIONS
A2.0


FINAL FOR PUBLICATION
AIROOM
ARCHITECTS & BUILDERS
Airoom Architects Corp
CHERN
KEVIN & LAURA
230049
DEMO/NEW EAST ELEVATIONS
A2.1
- 11
NEW ELEVATION NOTES
SEE SHEET A2.3 & A3.0 FOR KEY NOTES NOT DISCRIMINED - SEE SHEET A1.1 FOR WALL ASSEMBLIES LEGEND
1 DEMO EAST ELEVATIONS
2 NEW EAST ELEVATIONS


FINAL FOR PUBLICATION
DEMO ELEVATION NOTES
NEW ELEVATION NOTES
SEE SHEET A3.2 & A3.0 FOR KEY NOTES NOT INCLUDED ON SHEET A1.2 FOR WALL ASSEMBLIES LEGEND
AIROOM
ARCHITECTS & BUILDERS
CHERN
KEVIN & LAURA
230049
DEMO/NEW SOUTH ELEVATIONS
A2.2
1 DEMO SOUTH ELEVATION
2 NEW SOUTH ELEVATION

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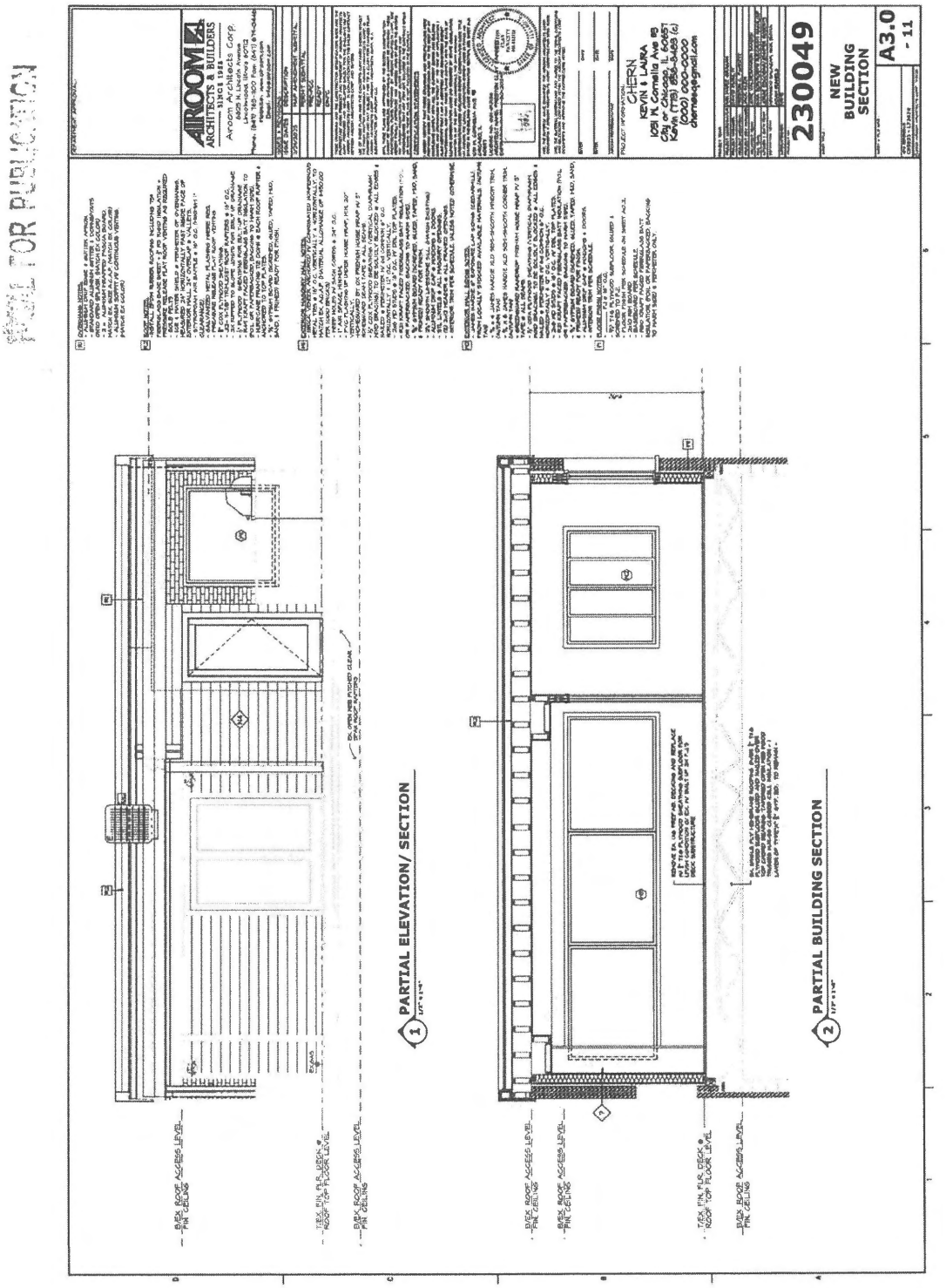
FINAL FOR PUBLICATION
AROOM
ARCHITECTS & BUILDERS
Aroom Architects Corp.
230049
NEW BUILDING SECTION
A3.0
- 11
PARTIAL ELEVATION/ SECTION
PARTIAL BUILDING SECTION

*Reclassification Of Area Shown On Map No. 9-H.*
(As Amended)
(Application No. 22231T1)
(Common Address: 3327 -- 3335 N. Lincoln Ave.)
[SO2023-0002758]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B1-2 Neighborhood Shopping District and B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 9- H in the area bounded by:

beginning at a line 196 feet south of and parallel to West Roscoe Street; North Marshfield Avenue; a line 321 feet south of and parallel to West Roscoe Street; a line 381.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; and a line 256.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto, running north/east to the point of beginning,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Zoning Data; Site Plan; Transit Served Location Proximity Map; Basement Plan; First Floor Plan -- (Revised); Second, Third, Fourth, Fifth, Sixth and Penthouse (Seventh) Floor Plans; and East and West Building Elevations attached to this ordinance printed on pages 7961 through 7973 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**Application No. 22231-T1**

**17-13-0303-C (1) Narrative Zoning Analysis – SUBSTITUTE NARRATIVE & PLANS**
3327-3335 North Lincoln Avenue, Chicago, Illinois

Proposed Zoning: *B3-3 Community Shopping District*

Lot Area: 13,368 square feet (*irregular*)

Proposed Land Use: The Applicant is seeking a *Zoning Map Amendment* to permit the construction and occupancy of a new *seven-story (with basement) *mixed-use* building, at the subject property. *[*Partial 7th Floor = Penthouse.*] The programming for the proposed new building calls for the establishment of two divisible *commercial* spaces (2,725 square feet; 1,220 square feet) and a *residential lobby* (+/- 1,400 square feet) on the 1st Floor, with a total of forty-two (42) *dwelling units* to be situated on and between the 2nd through 6th Floors. Additional communal space (including a *roof deck*), for the *residents*, will be discreetly located above the 6th Floor (*7th Floor – Penthouse*). *Due to its close proximity to the *Paulina Brown Line (CTA) Train Station* AND its direct situation along the *Lincoln Avenue Bus Line Corridor Roadway Segment* – which such segment of Lincoln Avenue is also a designated *Six-Corners Pedestrian Street*, the proposal calls for the provision of off-street parking for twenty (20) vehicles, within the ground floor (rear) of the proposed new building, which represents the maximum 50% allowance (*parking to dwelling unit*) mandated by the amended *Zoning Ordinance* ("Connected Communities Ordinance"). *[*The subject property constitutes a Transit Served Location (TSL).* (Section 17-10-0102-B)] In further consideration of these conditions, the proposal also includes dedicated parking for at least fifty-four (54) bicycles, to be located within the 1st Floor of the building. The new proposed building will measure *69 feet-1½ inches (*underside of 6th Floor ceiling*) and will be masonry in construction. *["Zoning Height" = 78 feet-10 inches (*underside of 7th Floor/Penthouse ceiling beam*).]

(A) The Project's Floor Area Ratio: 52,991 square feet (3.96 FAR)

*The subject property is located on a designated Six-Corners Pedestrian Street, within 2,640 linear feet of the entrance to the Paulina Brown Line (CTA) Train Station and the Lincoln Avenue Bus Line Corridor Roadway Segment, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development also calls for the provision of 100% of the required 'affordable' units to be located onsite and such programming is in compliance with Section 17-3-0308 of the Zoning Ordinance. Therefore, the Applicant is eligible for an increase in maximum floor area ratio (FAR) up to 4.0, pursuant to this Type 1 Zoning Map Amendment. [17-3-0403-B]*

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3327-3335 North Lincoln Avenue, Chicago, Illinois
Narrative Zoning Analysis - SUBSTITUTE

(B) The Project's Density (Lot Area Per Dwelling Unit): 42 *dwelling units*; 318.3 square feet per *dwelling unit*

*The subject property is located on a designated Six-Corners Pedestrian Street, within 2,640 linear feet of the entrance to the Paulina Brown Line (CTA) Train Station and the Lincoln Avenue Bus Line Corridor Roadway Segment, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development also calls for the provision of 100% of the required 'affordable' units to be located onsite and such programming is in compliance with Section 17-3-0308 of the Zoning Ordinance. Therefore, the Applicant is eligible for a reduction in the required minimum lot area (MLA) per dwelling unit - down to a minimum of 300 square feet per unit, pursuant to this Type 1 Zoning Map Amendment. [17-3-0402-B]*

(C) The amount of off-street parking: 20 vehicular parking spaces + 54 bicycle parking-storage spaces

*The subject property is located on a designated Six-Corners Pedestrian Street, within 2,640 linear feet of the entrance to the Paulina Brown Line (CTA) Train Station and the Lincoln Avenue Bus Line Corridor Roadway Segment, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). Therefore, the Applicant may not provide off-street vehicular parking in excess of 50% of the total number of dwelling units. [17-3-0308(4)].*

(D) Setbacks:
a. Front Setback: 0 foot-0 inches
b. Rear Setback: 0 feet-0 inches (1st Floor-Ground *Commercial* Floor)
14 feet-9 inches (2nd – 6th *Residential* Floors)
c. Side Setbacks:
North: 0 feet-0 inches
South: 0 feet-0 inches

*Subsequent to and independent of this Zoning Map Amendment, the Applicant will seek any further administrative relief (Administrative Adjustment/Variation) that is necessary to ensure full compliance with the setback standards of the current Zoning Ordinance.*

(E) Building Height: 69 feet-1½ inches (*underside of 6th Floor ceiling*)
78 feet-10 inches (*underside of 7th Floor/Penthouse ceiling beam*)

*The subject property is located on a designated Six-Corners Pedestrian Street, within 2,640 linear feet of the entrance to the Paulina Brown Line (CTA) Train Station and the Lincoln Avenue Bus Line Corridor Roadway Segment, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development also calls for the provision of 100% of the required 'affordable' units to be located onsite and such programming is in compliance with Section 17-3-0308 of the Zoning Ordinance. Therefore, the Applicant is eligible for an increase in maximum building height up to 80 feet-0 inches, pursuant to this Type 1 Zoning Map Amendment. [17-3-0408-B]*

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3327-3335 North Lincoln Avenue, Chicago, Illinois
Narrative Zoning Analysis - SUBSTITUTE

**COMPLIANCE WITH SECTION 17-3-0308: Specific Criteria for Transit-Served Locations**

In all B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance must satisfy all of the following specific criteria:

1. **The project complies with the applicable standards of Section 17-10-0102-B.**

The project calls for the construction of a new *mixed-use* building that will contain a total of forty-two (42) *dwelling units* and off-street accessory parking for twenty (20) vehicles, which represents just over a 50% *reduction* in the otherwise required one-to-one parking ratio for *residential uses*, and which such reduction is mandated pursuant to Sections 17-3-0308 and 17-10-0102-B(1) of the current *Zoning Ordinance*. Toward these same ends, the project calls for a *Storage Room* to be located within the attached *garage* (1st Floor) of the proposed new building, which will be for the exclusive use of the residents and which can accommodate at least fifty-four (54) bicycles – more than double the amount of required *onsite* bicycle parking [*Subsection (2)*].

Furthermore, pursuant to the *2021 Affordable Requirements Ordinance (ARO)*, the Applicant is required to designate at least 20% (7 *dwelling units*) of the total number of (36) *dwelling units* as "affordable." The programming for this particular project, calls for at least 50% of those seven (7) required *affordable units* – so a total of four (4) *affordable units*, to be located *onsite* (evenly represented and dispersed throughout the proposed new building).

2. **The project complies with the standards and regulations of Section 17-3-0504, (except paragraph H if the project is not located along a *pedestrian street*), pertaining to *pedestrian streets* and pedestrian retail streets, even if the project is not located along a *pedestrian street* or a pedestrian retail street.**

The design for the new proposed building calls for the entirety of the Lincoln Avenue (*street facing*) facade to directly abut the sidewalk (i.e., 0 feet-0 inches *front setbacks*), with the four primary pedestrian entrances (three for the *commercial spaces* + one for the *residential lobby*) on Lincoln Avenue NOT exceeding 12 feet of the width of either such façade, and – too, NOT exceeding two-stories in height. *[*There is a fourth limited-access pedestrian entrance for the Bicycle Storage Room, also located on the Lincoln Avenue façade, which similarly complies with all of the applicable standards.*] Toward these same ends, per the design, a minimum of 60% of each such street facing façade will be comprised of *transparent non-reflective windows* and/or *doors*. Lastly, all of the required off-street *parking* will be located wholly within the four-corners of the 1st Floor of the new proposed building (*garage*) – at the rear, so to NOT be visible from Lincoln Avenue (*pedestrian street-public way*), while – too, vehicular access to such parking will be accommodated via Marshfield Avenue, that runs along the rear (east end) of the site, which is the primary means of vehicular access for the existing improvements on Lincoln Avenue.

3. **The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.**

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3327-3335 North Lincoln Avenue, Chicago, Illinois
Narrative Zoning Analysis - SUBSTITUTE

The *Transit Friendly Development Guide* defines 'transit friendly development' as *[d]evelopment which is oriented towards and integrated with adjacent transit.* By way of relevant example, the proposed new development incorporates pedestrian accessibility and connectivity less than 530 linear feet from the entrance to the *Paulina Brown Line CTA Train Station* and directly on one of the City's most exploited *CTA Bus Routes* (Lincoln Avenue), while – too, activating over 125 feet of significant, presently dormant, street frontage along Lincoln Avenue, which serves as the predominant transition/pedestrian connection between the low-density family-oriented *residential neighborhoods* to the east and the many *retail-commercial, office* and *hospitality* establishments that comprise this vital *Six-Corners Pedestrian-Retail Corridor* - with a new *business* that will be intended to service the *residents* of the immediate community and patrons of the same. Along these same lines, the new proposed improvements are situated in the heart of the neighborhood's most robust *retail* and *hospitality* corridor, which extends for at least five blocks to the north and south and connects to the same such *corridor* along School Street (south) and Roscoe Street (north), while – too, providing an immediate connection to the other nearby communities via a short bus or train ride, or – weather pending, via bicycle (personal or with multiple *Divvy Bicycle Stations* along the way).

**4. *Residential building* projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE.**

The project calls for the construction of a new *mixed-use* building that will contain a total of forty-two (42) *dwelling units* and off-street accessory parking for twenty (20) vehicles, which represents just under the maximum 50% *Automobile Parking Ratio*, mandated by the current *Zoning (Connected Communities) Ordinance* [Sections 17-3-0308 and 17-10-0102-B(1)].

**5. The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.**

In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, while still balancing the express interests and demands of the existing residents of the community, the proposed new development will provide one (1) designated off-street *parking* space for every two (2) *dwelling units,* with priority being offered to tenants of the larger (*two-bedroom* and *three-bedroom*) units in the building, on a first come basis. Such considerations should dissuade residents who require and/or rely on individual automobile ownership from renting within the proposed new building, thereby attracting those residents who desire to rely on public and/or non-vehicular (carbon-neutral) forms of transit. As well, the proposed development includes a sizeable *Storage Room*, within the ground floor (*garage*) of the building that can accommodate interior parking for at least fifty-four (54) bicycles and/or scooters. Beyond these onsite accommodations, there are additional bicycle racks located on the sidewalk in front of the subject site and the Applicant is committed to working with the local Alderman and representatives from the CTA and CDOT, toward providing additional public bicycle racks and/or *Divvy Stations*, should such be desired.

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3327-3335 North Lincoln Avenue, Chicago, Illinois
Narrative Zoning Analysis - SUBSTITUTE

In further effort to promote more reliance on the City's bountiful public transit, the Applicant is also committed to working with the local Alderman and the CTA toward installing electronic CTA trackers within the common areas of the building, to allow for more efficient trip planning.

** Pursuant to the recently ratified City of Chicago – Travel Demand Study & Management Plan (TDM), the Applicant will submit the corresponding Site Plan and Project Narrative to the Chicago Department of Transportation (CDOT) Plan Review Committee for a (Tier 1) determination as to any additional requirements that may be deemed necessary to ensure compliance with all such standards and guidelines.*

Final for Publication



# 3327-35 NORTH LINCOLN AVE

## ZONING DATA

| | |
|---|---|
| ADDRESS: | 3327-35 NORTH LINCOLN AVENUE, CHICAGO IL |
| LOT SIZE: | IRREGULAR, SEE SITE PLAN AND SURVEY |
| LOT AREA: | 13,368 SQ. FT. |
| DISTANCE TO L STOP: | 529' |
| ZONING CLASSIFICATION: | B1-2 / B1-3; SIX CORNER PEDESTRIAN RETAIL DISTRICT |

| | CURRENT ZONING | PROPOSED ZONING | PROPOSED BUILDING |
|---|---|---|---|
| ZONING DISTRICT: | B1-2/B1-3 | B3-3 (TOD) | B3-3 (TOD) |
| USE TYPE: | MULTI-UNIT RESIDENTAIL | MULTI-UNIT RESIDENTAIL | MULTI-UNIT RESIDENTAIL |
| MINIMUM LOT AREA | 1,000 SF / DWELLING UNIT | 300 SF / DWELLING UNIT | 318 SF / DWELLING UNIT |
| MAXIMUM NUMBER OF UNITS: | 13 DWELLING UNITS | 44 DWELLING UNITS | 42 DWELLING UNITS |
| F.A.R. | 2.2 | 4.0 | 3.96 |
| MAXIMUM BUILDABLE AREA: | 29,409.6 SF | 53,472 SF | 52,991 SF |
| SETBACKS: | | | |
| FRONT YARD | N/A | N/A | N/A |
| REAR YARD | 30'-0" (@ RESIDENTIAL FLOORS) | 30'-0" (@ RESIDENTIAL FLOORS) | 14'-9" (@ RESIDENTIAL FLRS) *ZBA |
| SIDE YARDS | N/A | N/A | 0'-0" |
| MAXIMUM BUILDING HEIGHT: | 50'-0" | 80'-0" | 78' - 10" |
| MINIMUM PARKING: | .5 SPACE / DWELLING UNIT | .5 SPACE / DWELLING UNIT | 20 PARKING SPACES |
| LOADING BERTH: | (1) 10'-0" x 25'-0" < 25,000 SF | (1) 10'-0" x 25'-0" < 25,000 SF | (0) *ZBA |
| COMMERCIAL SPACE: | 2,673 SF | 2,673 SF | 3,945 SF |

| BUILDING AREA: | FAR | GROSS |
|---|---|---|
| PENTHOUSE (7th FLR) | 1,076 SF | 1,076 SF |
| 6th FLOOR | 9,216 SF | 9,216 SF |
| 4th - 5th FLOORS | 18,896 SF (9,448 SF EA.) | 18,896 SF (9,448 SF EA.) |
| 3rd FLOOR | 9,380 SF | 9,380 SF |
| 2nd FLOOR | 9,147 SF | 9,147 SF |
| 1st FLOOR | 5,276 SF | 12,566 SF |
| TOTAL | 52,991 SF | 60,281 SF |

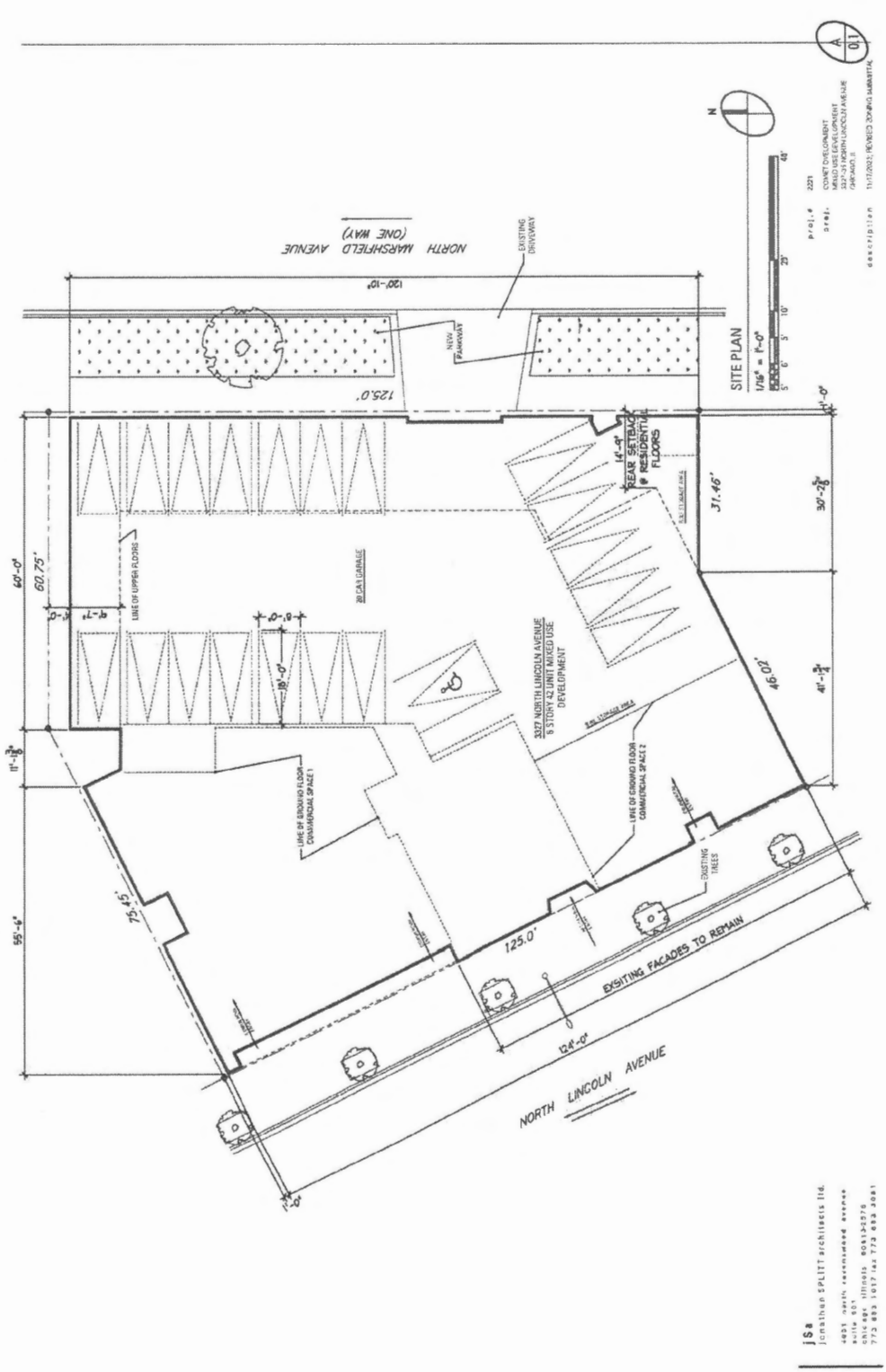
| UNIT BREAKDOWN: | TOTAL UNITS | STUDIO | 1 BED | 2 BED | 3 BED |
|---|---|---|---|---|---|
| 6th FLOOR | 7 | 0 | 1 | 3 | 3 |
| 5th FLOOR | 9 | 1 | 2 | 5 | 1 |
| 4th FLOOR | 9 | 1 | 2 | 5 | 1 |
| 3rd FLOOR | 10 | 1 | 5 | 3 | 1 |
| 2nd FLOOR | 7 | 1 | 0 | 5 | 1 |
| TOTAL | 42 | 4 | 10 | 21 | 7 |

JSa
jonathan SPLITT architects ltd.
4061 north ravenswood avenue
suite 401
chicago illinois 60613-2378
773 883 1017 fax 773 883 3081

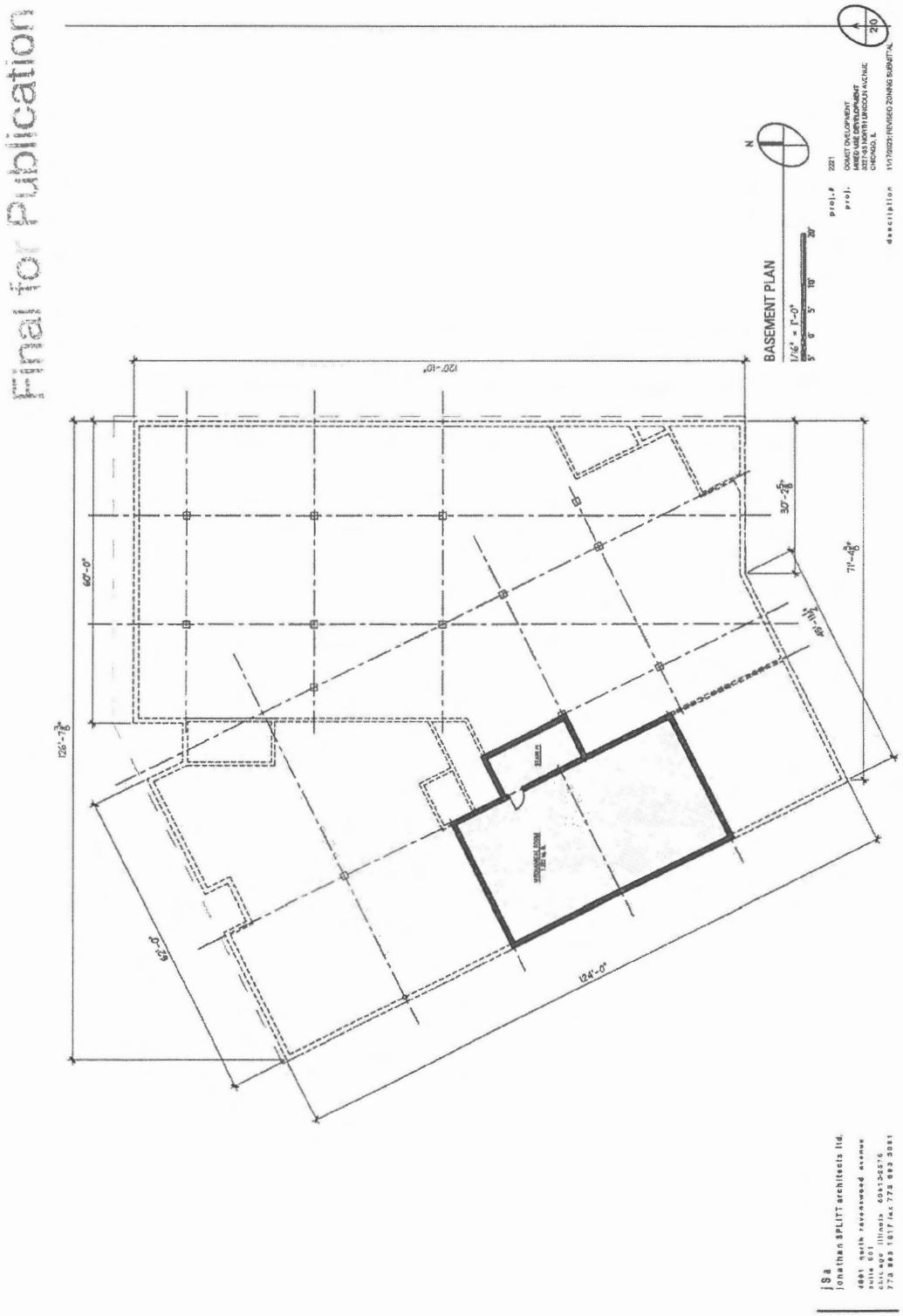
proj.# 2221
proj. COMET DVELOPMENT
MIXED USE DEVELOPMENT
3327-35 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11/17/2023: REVISED ZONING SUBMITTAL

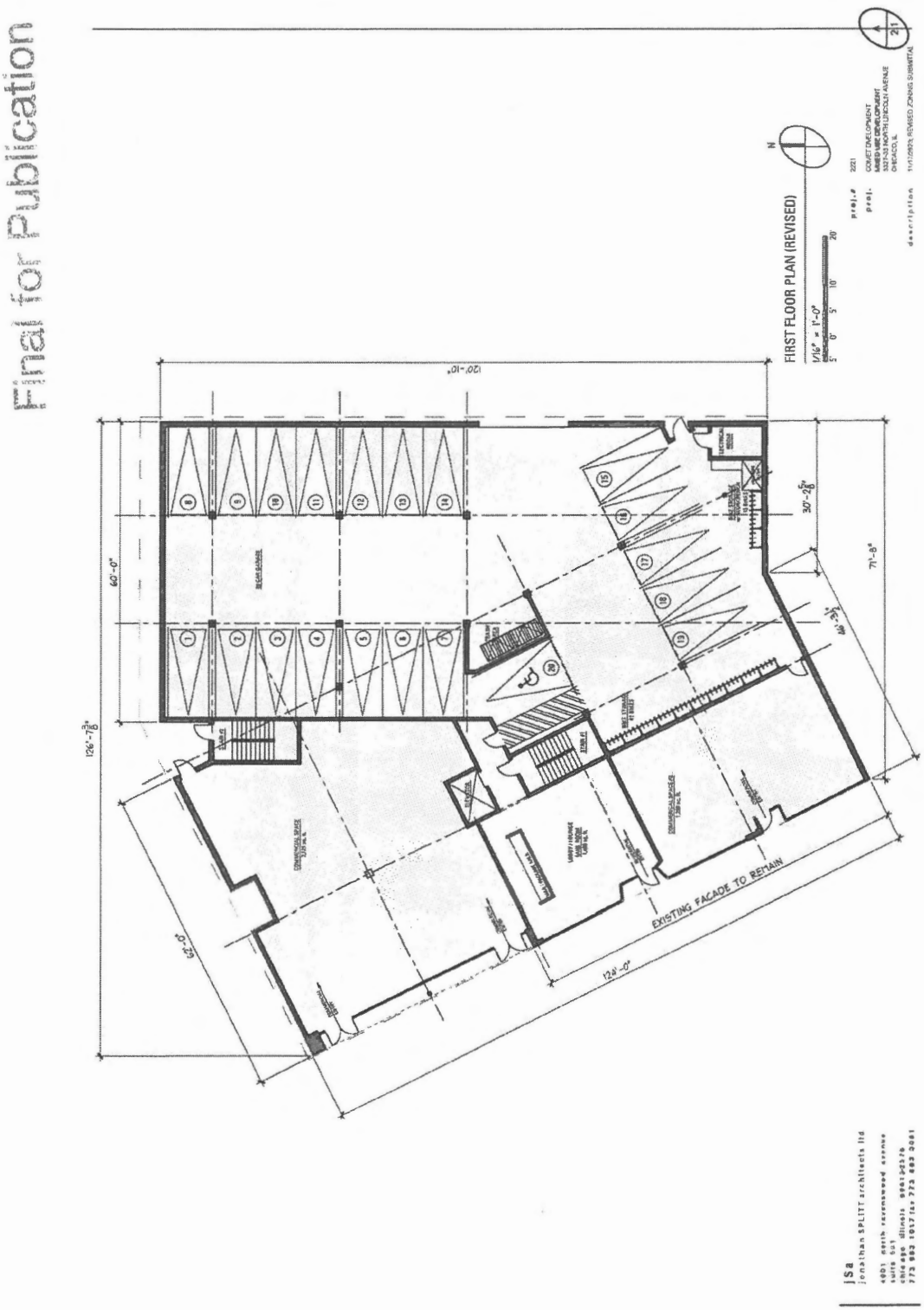
A
0.0

Final for Publication




Final for Publication
N MARSHFIELD AVE
33127 N LINCOLN
N LINCOLN AVE
N ROSCOE ST
PAULINA BROWN LINE STATION
529
N PAULINA ST
W HENDERSON ST
W SCHOOL ST
N
TRANSIT SERVED LOCATION
PROXIMITY MAP
N.T.S.
A
02
proj.# 2221
proj. CONNECTIVE LOCATION
MIXED USE DEVELOPMENT
3327-35 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11-17-2023, PIL ASSED 2024 #10 SUBMITTAL
jSa
jonathan SPLITT architects ltd.
4091 north ravenswood avenue
suite 601
chicago illinois 60613-2578
773 883 1017 fax 773 883 3881


Final for Publication
BASEMENT PLAN
1/16" = 1'-0"
120'-10"
60'-0"
126'-7 3/8"
124'-0"
30'-2 5/8"
71'-4 3/8"
jSa
jonathan SPLITT architects ltd.


Final for Publication
FIRST FLOOR PLAN (REVISED)
1/16" = 1'-0"
EXISTING FACADE TO REMAIN
120'-10"
60'-0"
126'-7 3/8"
71'-8"
30'-2 5/8"
12'-0"
JSa
Jonathan SPLITT architects ltd

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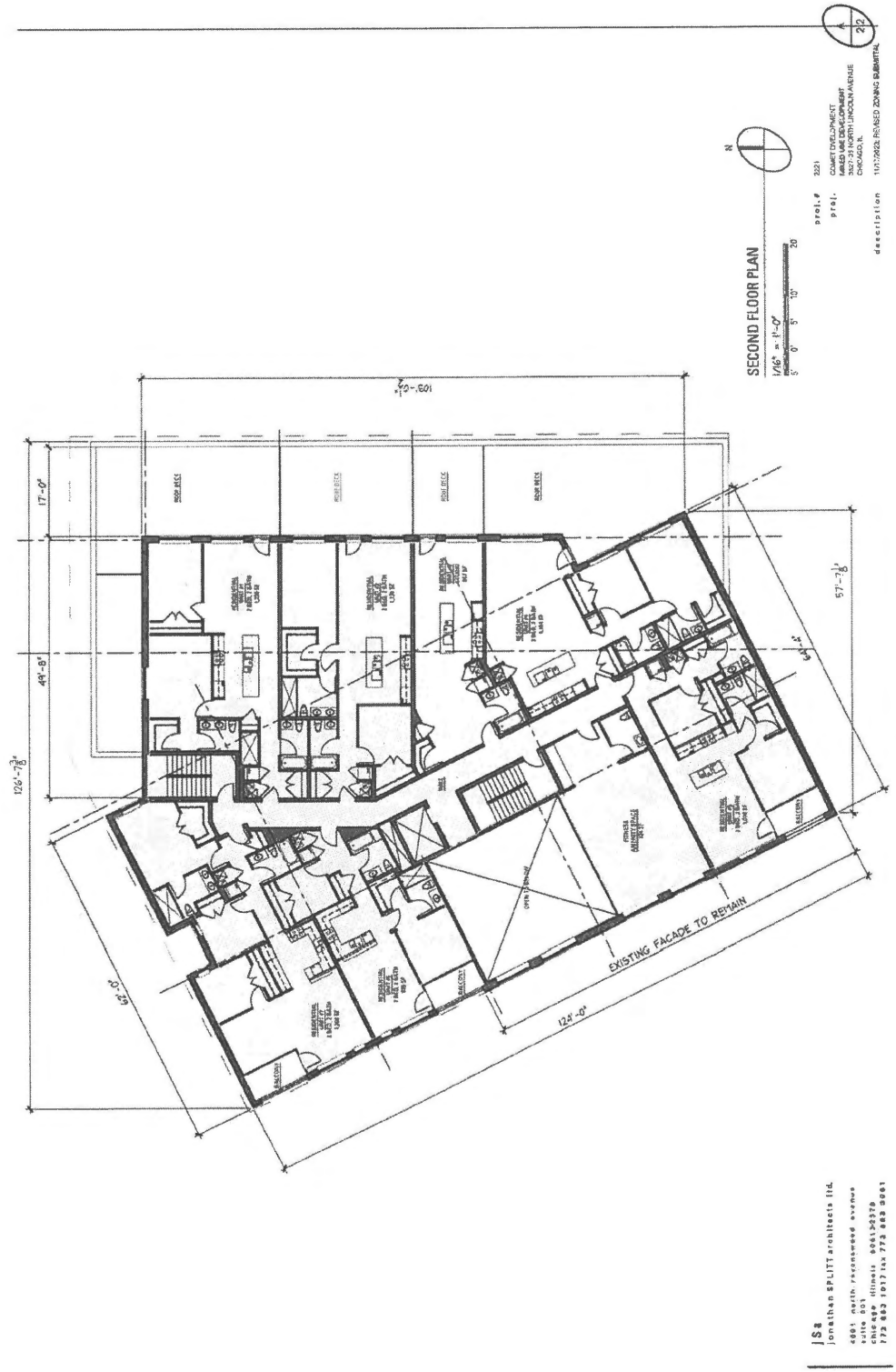
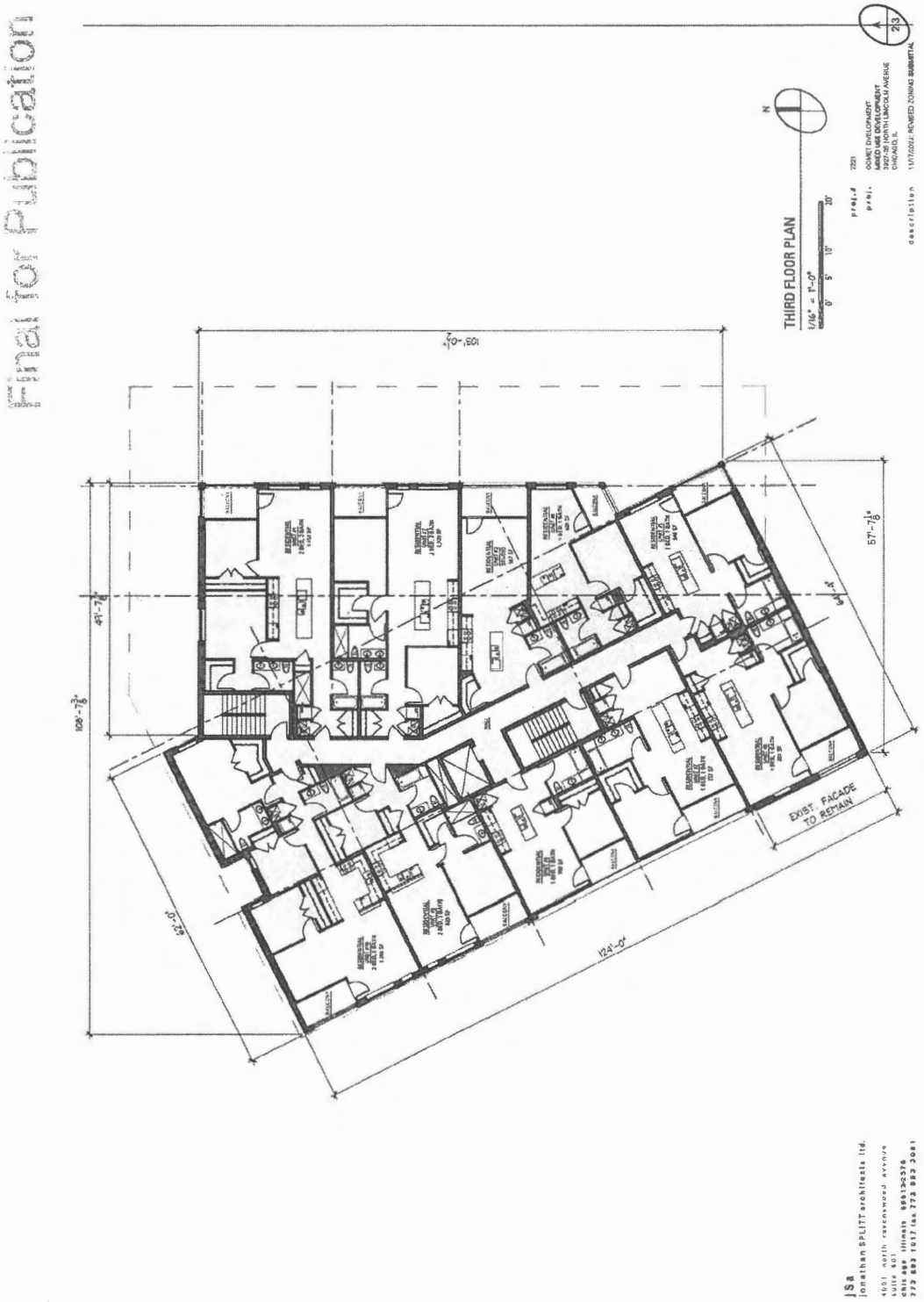
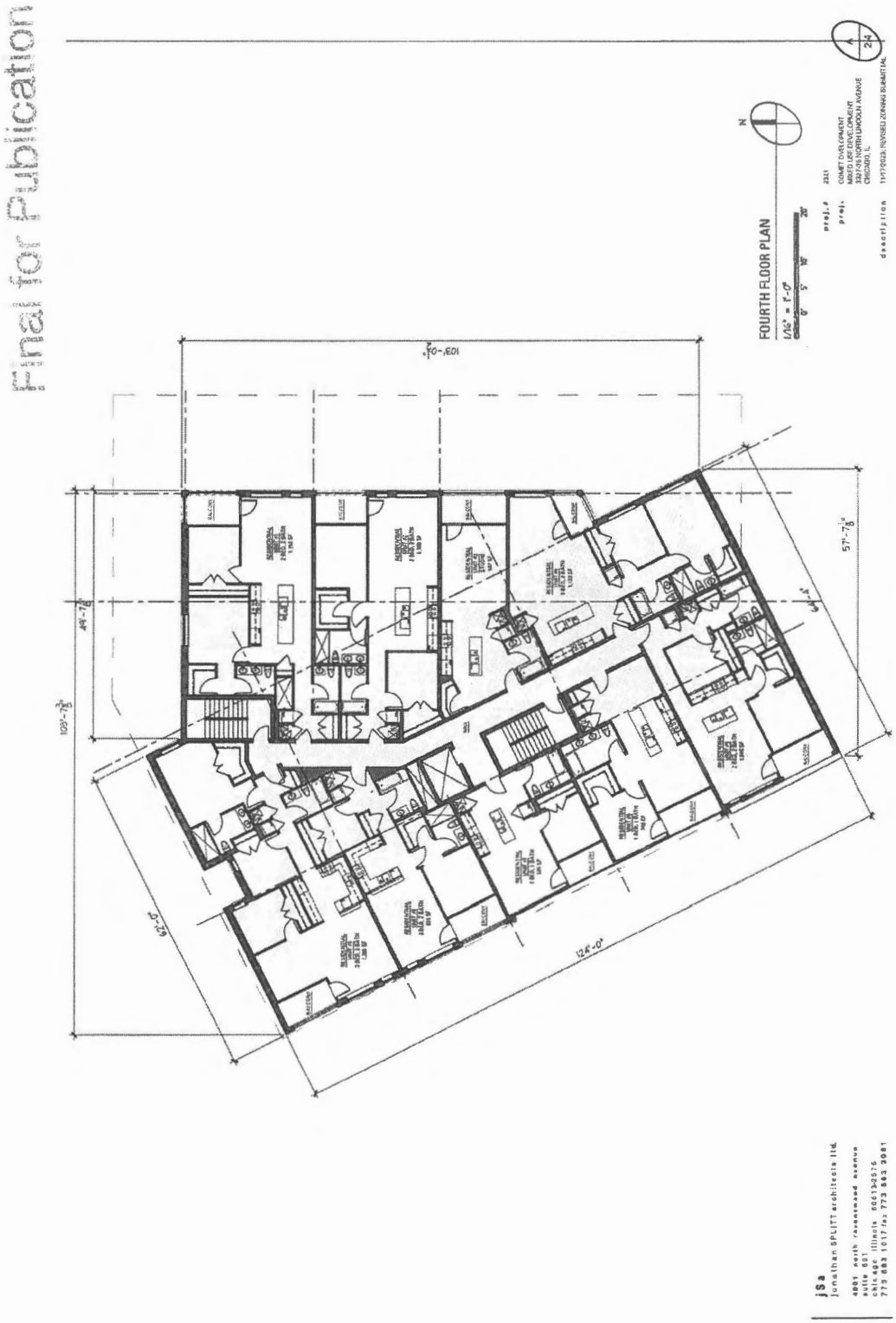
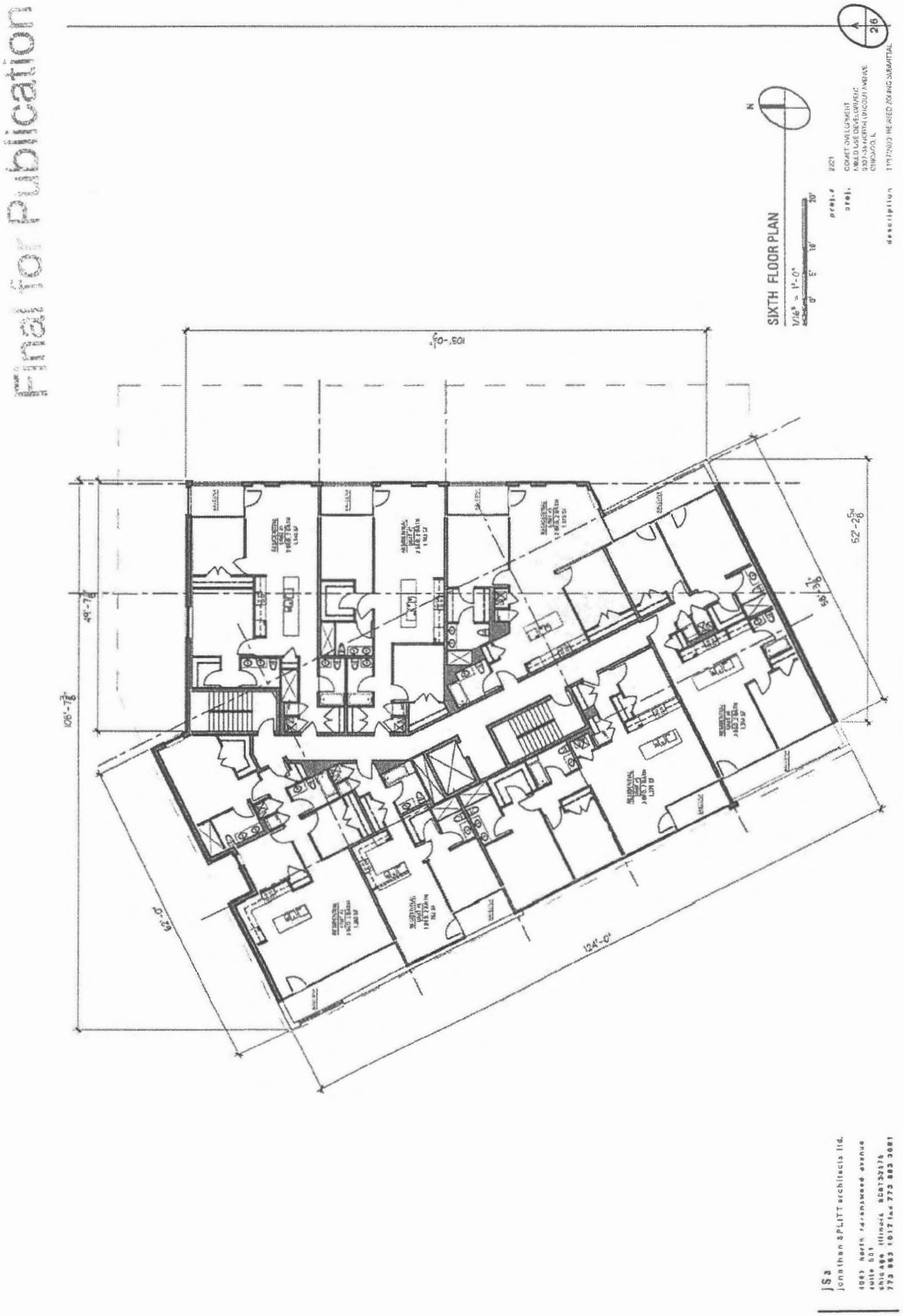
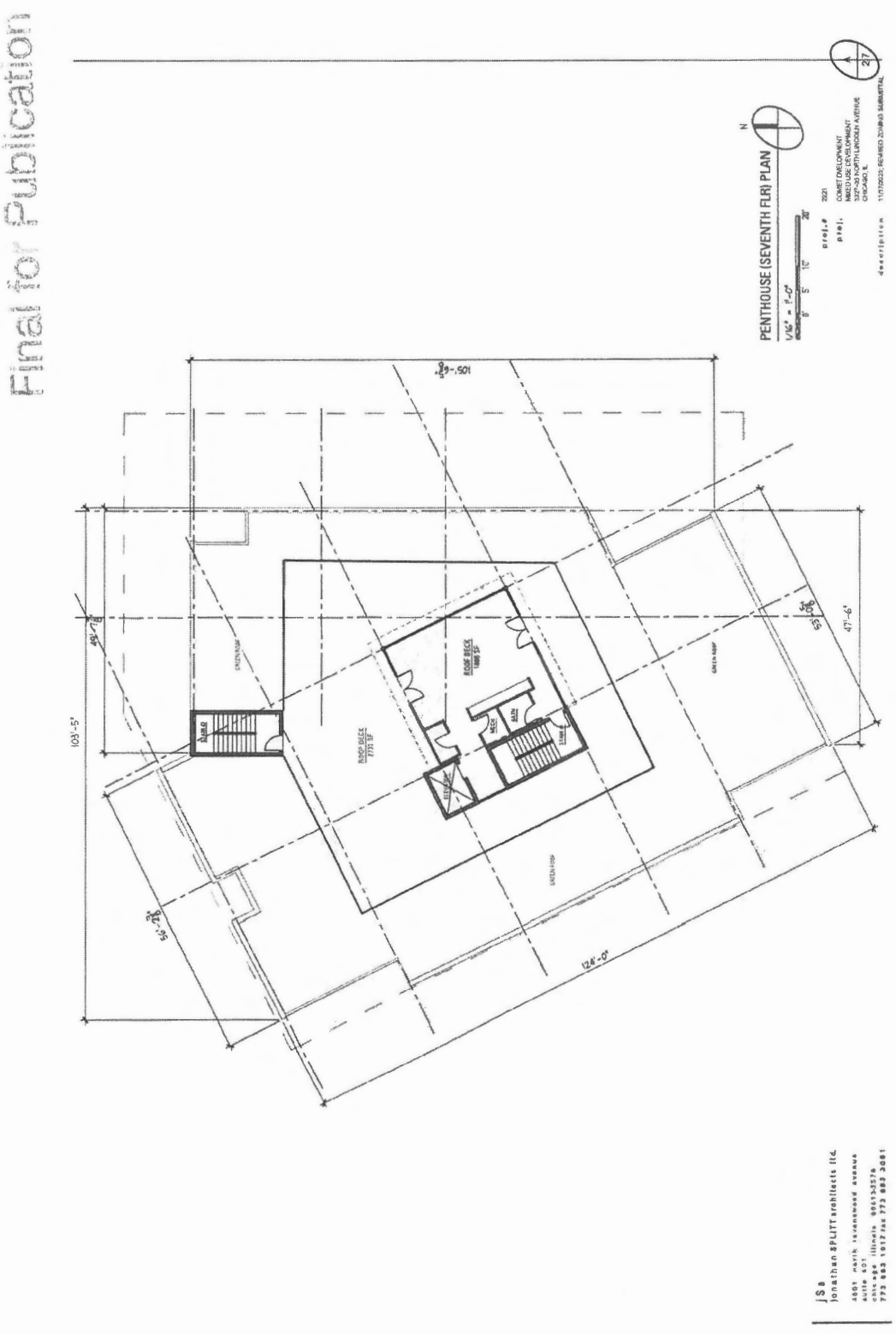


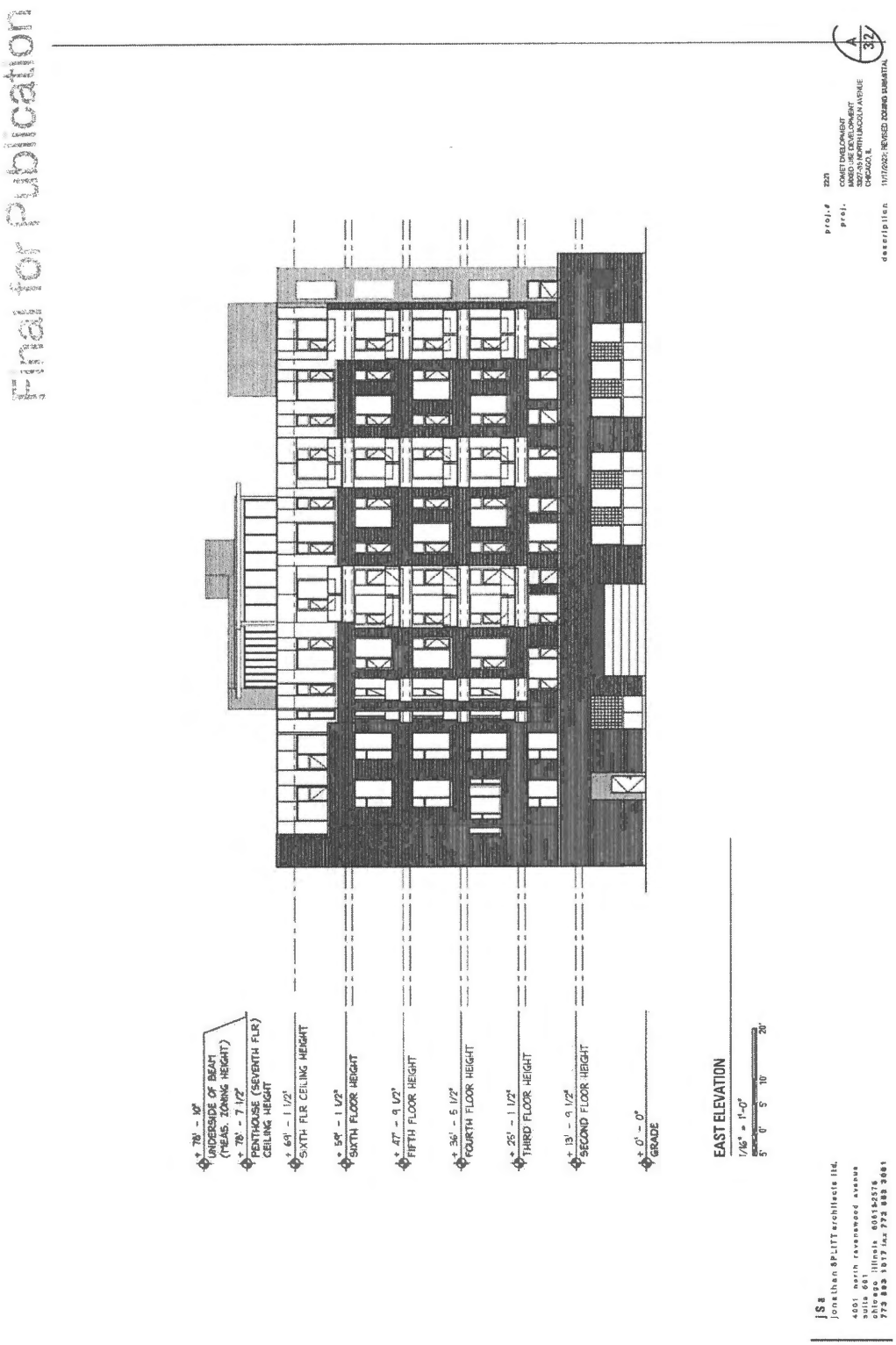

Final for Publication
THIRD FLOOR PLAN
1/16" = 1'-0"
0' 5' 10' 20'
N
proj.# 2221
proj. COMET DEVELOPMENT
MIXED USE DEVELOPMENT
3927-35 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11/17/2022: REVISED ZONING SUBMITTAL
2/3
103'-0½"
57'-7⅛"
64'-4"
108'-7⅜"
41'-7⅞"
62'-0"
124'-0"
EXIST. FACADE TO REMAIN
JSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601
chicago illinois 60613-2576
773 883 1017 fax 773 883 3081

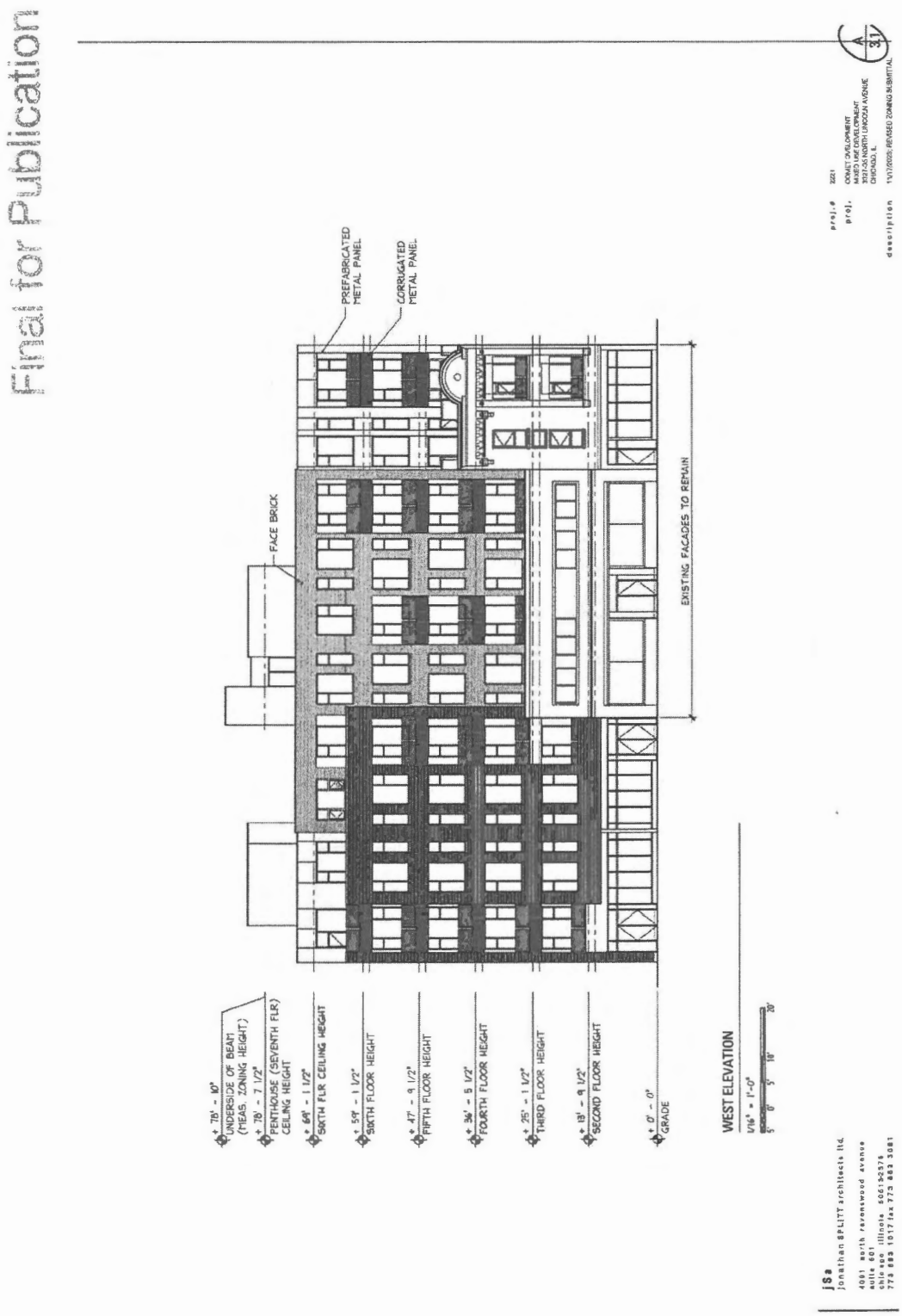

Final for Publication
FOURTH FLOOR PLAN
1/16" = 1'-0"
0' 5' 10' 20'
N
proj. # 2221
proj. COMET DEVELOPMENT
MIXED USE DEVELOPMENT
3327-35 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11/17/2023, REVISED ZONING SUBMITTAL
2/4
103'-0 1/2"
49'-7 7/8"
103'-7 3/8"
57'-7 5/8"
64'-4"
62'-0"
124'-0"
jSa
jonathan SPLITT architects ltd.
4801 north ravenswood avenue
suite 601
chicago illinois 60613-2676
773 883 1017 fax 773 883 3081


Final for Publication
FIFTH FLOOR PLAN
103'-0½"
57'-7⅛"
124'-0"
108'-7⅜"
49'-7⅜"
62'-0"
jSa
jonathan SPLITT architects ltd.


Final for Publication
SIXTH FLOOR PLAN
1/16" = 1'-0"
0' 5' 10' 20'
N
A
26
proj. #
2201
proj.
COMET DEVELOPMENT
1000 DUSE DEVELOPMENT
9307-35 NORTH LINCOLN AVENUE
CHICAGO, IL
description
11/17/2023 REVISED ZONING SUBMITTAL
103'-0 1/2"
52'-2 5/8"
58'-3 1/8"
49'-7 7/8"
108'-7 7/8"
62'-0"
124'-0"
JSa
Jonathan SPLITT architects ltd.
4067 north ravenswood avenue
suite 501
chicago illinois 60613-2670
773 883 1017 fax 773 883 3081


Final for Publication
PENTHOUSE (SEVENTH FLR) PLAN
N
1/16" = 1'-0"
0' 5' 10' 20'
proj.# 2221
proj. COMET DEVELOPMENT
MIXED USE DEVELOPMENT
3320-30 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11/17/2023; REVISED ZONING SUBMITTAL
27
105'-6 3/8"
103'-5"
49'-7 7/8"
56'-2 3/8"
53'-0 5/8"
47'-6"
124'-0"
ROOF DECK
2732 SF
ROOF DECK
1886 SF
GREEN ROOF
GREEN ROOF
GREEN ROOF
STAIR
MECH
MAIN
STAIR
ELEVATOR
jSa
jonathan SPLITT architects ltd.
4801 north ravenswood avenue
suite 401
chicago illinois 60613-3578
773 883 1017 fax 773 883 3081


Final for Publication
+ 78' - 10"
UNDERSIDE OF BEAM (MEAS. ZONING HEIGHT)
+ 78' - 7 1/2"
PENTHOUSE (SEVENTH FLR) CEILING HEIGHT
+ 69' - 1 1/2"
SIXTH FLR CEILING HEIGHT
+ 59' - 1 1/2"
SIXTH FLOOR HEIGHT
+ 47' - 9 1/2"
FIFTH FLOOR HEIGHT
+ 36' - 5 1/2"
FOURTH FLOOR HEIGHT
+ 25' - 1 1/2"
THIRD FLOOR HEIGHT
+ 13' - 9 1/2"
SECOND FLOOR HEIGHT
+ 0' - 0"
GRADE
EAST ELEVATION
1/16" = 1'-0"
5' 0' 5' 10' 20'
proj.# 2221
proj. COMET DEVELOPMENT
MIXED USE DEVELOPMENT
3327-39 NORTH LINCOLN AVENUE
CHICAGO, IL
description 11/17/2023; REVISED ZONING SUBMITTAL
A
32
JS
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601
chicago illinois 60613-2576
773 883 1017 fax 773 883 3001


Final for Publication
PREFABRICATED METAL PANEL
CORRUGATED METAL PANEL
FACE BRICK
EXISTING FACADES TO REMAIN
+ 78' - 10" UNDERSIDE OF BEAM (MEAS. ZONING HEIGHT)
+ 78' - 7 1/2" PENTHOUSE (SEVENTH FLR) CEILING HEIGHT
+ 69' - 1 1/2" SIXTH FLR CEILING HEIGHT
+ 59' - 1 1/2" SIXTH FLOOR HEIGHT
+ 47' - 9 1/2" FIFTH FLOOR HEIGHT
+ 36' - 5 1/2" FOURTH FLOOR HEIGHT
+ 25' - 1 1/2" THIRD FLOOR HEIGHT
+ 13' - 9 1/2" SECOND FLOOR HEIGHT
+ 0' - 0" GRADE
WEST ELEVATION
1/16" = 1'-0"
5' 0' 5' 10' 20'
proj.# 2221
proj. COMET DEVELOPMENT MIXED USE DEVELOPMENT 3127-35 NORTH LINCOLN AVENUE CHICAGO, IL
description 11/17/2023; REVISED ZONING SUBMITTAL
A 3.1
jSa
Jonathan SPLITT architects ltd.
4001 north ravenswood avenue
suite 601
chicago illinois 60613-2578
773 883 1017 fax 773 883 3081

*Reclassification Of Area Shown On Map No. 9-I.*
(Application No. A-8852)
(Common Address: 2907 -- 2923 W. Irving Park Rd.)

[O2023-0003532]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS1 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 9-I in the area bounded by:

West Irving Park Road; a line 52 feet west of and parallel to North Francisco Avenue; the alley next south of and parallel to West Irving Park Road; and a line 25.28 feet east of and parallel to North Richmond Street,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 9-N.*
(Application No. 22291)
(Common Address: 6845 W. Addison St.)

[O2023-0005698]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 9-N in the area bounded by:

West Addison Street; a line 157 feet east of and parallel to North New England Avenue; the alley next south of and parallel to West Addison Street; and a line 57 feet east of and parallel to North New England Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-H.*
(Application No. 22282T1)
(Common Address: 2250 -- 2256 W. Irving Park Rd./4009 N. Oakley Ave.)
[O2023-0004899]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the current B3-3 Community Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

the public alley next north of and parallel to West Irving Park Road; a line 100.00 feet east of and parallel to the east line of North Oakley Avenue; West Irving Park Road; and North Oakley Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

[Site Plan; Ground, 2nd, 3rd, 4th and 5th Floor Plans; Roof Plan; North, South, East and West Building Elevations; Building Sections; Perspectives; and Transparency Requirement Diagrams -- South and East Building Elevations attached to this ordinance printed on pages 7977 through 7992 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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NARRATIVE AND PLANS FOR TYPE-1 ZONING MAP AMENDMENT AT 2250-2256 WEST IRVING PARK ROAD/4009 NORTH OAKLEY AVE.

The Applicant requests a zoning change for the property located at 2250-2256 West Irving Park Road/4009 North Oakley Avenue, Chicago, Illinois 60618 from the B3-3 Community Shopping District to B3-3 Community Shopping District in order to construct a five-story, 58'-3" tall mixed-use building. The proposed building will have thirty-eight (38) residential dwelling units located on the second through fifth floors. The ground floor will be improved with approximately 2,800 square feet of commercial space, nineteen (19) parking spaces, and forty-two (42) bicycle parking spaces. The proposed building is approximately 112 feet from the Western Avenue CTA bus line (bus TOD) and, accordingly, is a Transit Served Location eligible for a reduction of the minimum lot area from 400 square feet to 300 square feet for dwelling units and from 300 square feet to 200 square feet for efficiency units, for a combined lot area per unit of 304 square feet, with 100% of the required ARO units being provided on-site. Additionally, the project is eligible for a parking reduction of fifty (50) percent from the required thirty-eight (38) parking spaces. Based on this, the applicant seeks a reduction of nineteen (19) parking spaces to the proposed nineteen (19) parking spaces.

| | |
|---|---|
| **Lot Area** | 11,537 square feet |
| **Floor Area Ratio** | 3.6 |
| **Building Area (for FAR calculation only)** | 40,981 square feet* |
| **Density (Lot Area per Dwelling Unit)** | 304 square feet per unit** |
| **Number of Dwelling Units** | 38 |
| **Commercial Space** | 2,800 square feet |
| **Off-Street Parking** | 19 parking spaces*** |
| **Bicycle Parking** | 42 spaces |
| **Setbacks:** | |
| **Front** | 0'-0" |
| **Side (Alley)** | 2'- 0" |
| **Side (ROW)** | 0'-0" |
| **Rear** | 16' -0" **** |
| **Building Height** | 58'-3" |

*Additional 0.6 FAR based on 17-3-0403-B

**Reduction from the required 400 square feet per unit to 300 square feet per unit and provision of 100% of the required ARO units on-site pursuant to 17-3-0402-B.

***Reduction per 17-10-0102-B

****Rear yard variation approved by ZBA Resolution dated July 24, 2023 (ZBA Cal No. 182-23-Z)

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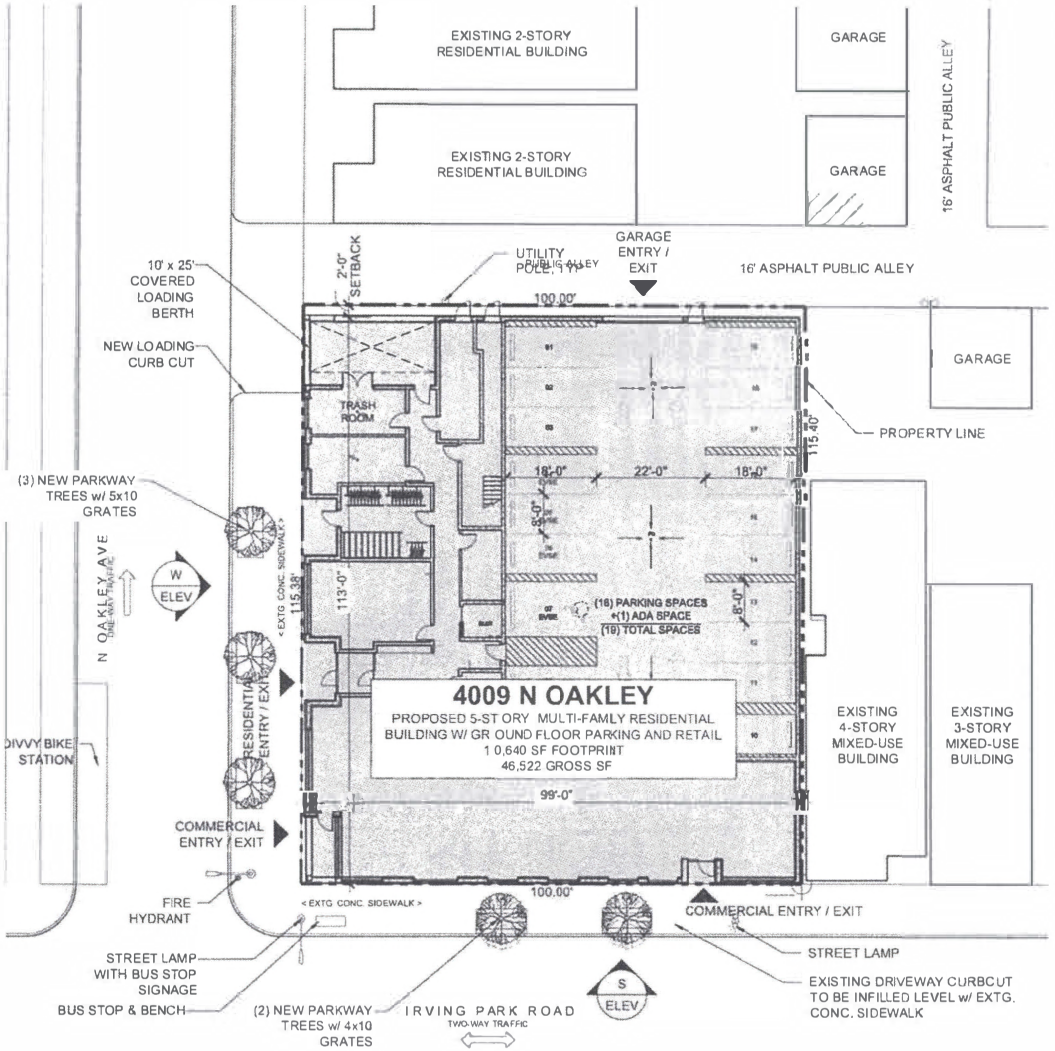


| ZONING DATA | |
|---|---|
| Site Area | 11,537 |
| Zoning District | B3-3 TOD |
| Use Group | Multi-Family Residential |

| REQUIRED BULK & DENSITY | |
|---|---|
| Maximum FAR | 4.0 |
| Maximum FAR [SF] | 46,148 |
| Minimum Lot Area Per Unit | 300 / 200 |
| Maximum Units Allowed | 40 |
| Required Business Area [%] | 20% |
| Required Business Area [SF] | 2,307 |
| Required Yards: | |
| Front | 0'-0" |
| Side [Cumulative] | 0'-0" |
| Side [Min One Side] | 60 % of front yard |
| Rear | 30'-0" |
| Maximum Building Height | 80'-0" |

| PROPOSED BULK & DENSITY | |
|---|---|
| Actual FAR | 3.6 |
| Actual FAR [SF] | 40,981 |
| Actual Lot Area Per Unit | 304 |
| Actual Number of Units | 38 |
| Provided Business Area [%] | 24% |
| Provided Business Area [SF] | 2,779 |
| Proposed Yards: | |
| Front | 0'-0" |
| Side [Alley] | 2'-0" |
| Side [ROW] | 0'-0" |
| Rear | 16'-0" |
| Proposed Building Height | 58'-2 1/2" |

| PROJECT DATA | |
|---|---|
| First Floor Gross SF: | 10,640 |
| Second-Fourth Floor Gross SF: | |
| 3 Floors @ 9,105 | 27,315 |
| Fifth Floor Gross SF: | 8,007 |
| Rooftop Gross SF: | 560 |
| Total Gross SF: | 46,522 |
| First Floor FAR SF: | 5,099 |
| Second-Fourth Floor FAR SF: | |
| 3 Floors @ 9,105 | 27,315 |
| Fifth Floor FAR SF: | 8,007 |
| Rooftop FAR SF: | 560 |
| Total FAR: | 40,981 |

SVA ARCHITECTURE & DESIGN

LANDROSH

STATE OF ILLINOIS
MARK J. SULLIVAN
001-013238
LICENSED ARCHITECT

4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618

1" = 20'
0 5' 10' 20' 40'
N

SITE PLAN

SEPTEMBER 26, 2022 PAGE 08

SVA
ARCHITECTURE & DESIGN
+
LANDROSH
STATE OF ILLINOIS
MARK J SULLIVAN
001-013238
REGISTERED ARCHITECT
4009 NORTH
OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
N
GROUND FLOOR PLAN
SEPTEMBER 26, 2022 PAGE 09
FINAL FOR PUBLICATION
16' ASPHALT PUBLIC ALLEY
PUBLIC ALLEY
72'-8"
UTILITY POLE
26'-0"
SETBACK
2'-0"
13'-10"
11'-5"
11'-4"
11'-8"
98'-8"
IRVING PARK ROAD
TWO-WAY TRAFFIC
N OAKLEY AVENUE
ONE-WAY TRAFFIC
LOADING BERTH
WALL MOUNTED BIKE REPAIR RACK + AIR PUMP
DEDICATED BIKE STORAGE ROOM: 255 SF (42 BIKE CAPACITY)
DEDICATED BIKE SERVICE ROOM: 115 SF
WORKBENCH
TRANSIT INFORMATION KIOSK SCREEN MOUNTED TO INTERIOR GYP. BD. WALL

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MARK J. SULLIVAN 001-013238

4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618

1/16" = 1'-0"

2nd FLOOR PLAN

SEPTEMBER 26, 2022 PAGE 10

| UNIT DATA | | | | |
|---|---|---|---|---|
| Unit - A: | 4 | @ | 1,015 | 4,060 |
| Unit - A1: | 3 | @ | 992 | 2,976 |
| Unit - B: | 7 | @ | 953 | 6,671 |
| Unit - C: | 3 | @ | 846 | 2,538 |
| Unit - C1: | 4 | @ | 698 | 2,792 |
| Unit - C2: | 4 | @ | 841 | 3,364 |
| Unit - D: | 7 | @ | 725 | 5,075 |
| Unit - E: | 4 | @ | 585 | 2,340 |
| Unit - F: | 1 | @ | 664 | 664 |
| Unit - G: | 1 | @ | 1,155 | 1,155 |
| Total Units: | | | | 38 |
| Total Net SF: | | | | 31,635 |
| Average Unit Size SF: | | | | 833 |
| 2 Bed / 2 Bath | | | | 15 |
| 1 Bed / 1 Bath | | | | 19 |
| Studio | | | | 4 |
| Total Units: | | | | 38 |

Notes: Final unit layouts will be determined and sizes are subject to change.

FINAL FOR PUBLICATION

| UNIT DATA | | | | |
|---|---|---|---|---|
| Unit - A | 4 | @ | 1,015 | 4,060 |
| Unit - A1 | 3 | @ | 992 | 2,976 |
| Unit - B | 7 | @ | 953 | 6,671 |
| Unit - C | 3 | @ | 846 | 2,538 |
| Unit - C1 | 4 | @ | 698 | 2,792 |
| Unit - C2 | 4 | @ | 841 | 3,384 |
| Unit - D | 7 | @ | 725 | 5,075 |
| Unit - E | 4 | @ | 585 | 2,340 |
| Unit - F | 1 | @ | 664 | 664 |
| Unit - G | 1 | @ | 1,155 | 1,155 |
| Total Units: | | | | 38 |
| Total Net SF: | | | | 31,635 |
| Average Unit Size SF: | | | | 833 |
| 2 Bed / 2 Bath | | | | 15 |
| 1 Bed / 1 Bath | | | | 19 |
| Studio | | | | 4 |
| Total Units: | | | | 38 |

Notes: Final unit layouts will be determined and sizes are subject to change.

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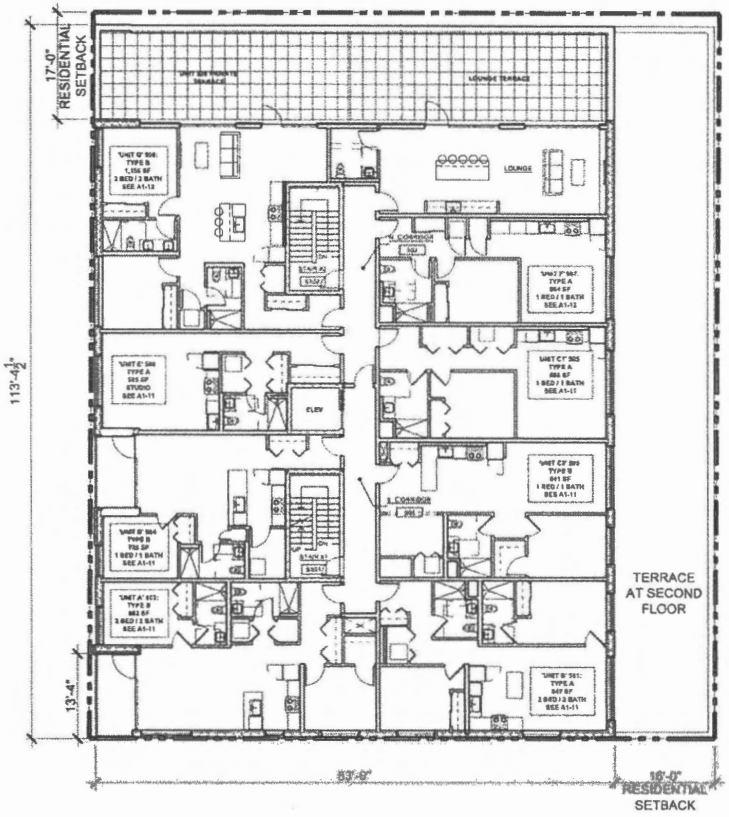


| UNIT DATA | | | | |
|---|---|---|---|---|
| Unit - A: | 4 | @ | 1,015 | 4,060 |
| Unit - A1: | 3 | @ | 992 | 2,976 |
| Unit - B: | 7 | @ | 953 | 6,671 |
| Unit - C: | 3 | @ | 846 | 2,538 |
| Unit - C1: | 4 | @ | 698 | 2,792 |
| Unit - C2: | 4 | @ | 841 | 3,364 |
| Unit - D: | 7 | @ | 725 | 5,075 |
| Unit - E: | 4 | @ | 585 | 2,340 |
| Unit - F: | 1 | @ | 664 | 664 |
| Unit - G: | 1 | @ | 1,155 | 1,155 |
| **Total Units:** | | | | **38** |
| **Total Net SF:** | | | | **31,635** |
| **Average Unit Size SF:** | | | | **833** |
| 2 Bed / 2 Bath | | | | 15 |
| 1 Bed / 1 Bath | | | | 19 |
| Studio | | | | 4 |
| **Total Units:** | | | | **38** |

Notes: Final unit layouts will be determined and sizes are subject to change.

SVA ARCHITECTURE & DESIGN

LANDROSH

STATE OF ILLINOIS
MARK J. SULLIVAN
001-013238
LICENSED ARCHITECT

**4009 NORTH OAKLEY AVENUE**
CHICAGO, IL 60618

1/16" = 1'-0"
0 8 16 32

N

5th FLOOR PLAN

SEPTEMBER 26, 2022 PAGE 12

SGV ARCHITECTURE & DESIGN

LANDROSH

STATE OF ILLINOIS MARK J. SULLIVAN 001-013238 REGISTERED ARCHITECT

4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618

1/16" = 1'-0"

ROOF PLAN

SEPTEMBER 26, 2022 PAGE 13

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FINAL FOR PUBLICATION
ARCHITECTURE & DESIGN
LANDROS
MARK J SULIVAN
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
NORTH ELEVATION
SEPTEMBER 26, 2022 PAGE 22
KEY NOTES
# KEY NOTE
30 METAL COPING
31 LOADING AREA
32 UNIT PRIVATE TERRACE DOOR
33 BRICK VENEER EXTERIOR WALL - COLOR A
34 BRICK VENEER EXTERIOR WALL - COLOR B
36 METAL CLAD EXTERIOR WALL - COLOR TBD
37 METAL CLAD EXTERIOR COLUMN
39 INSULATED STOREFRONT GLAZING
40 CAST LIMESTONE BASE
41 THRU WALL BRICK TO BE 4" NOMINAL HEIGHT
43 METAL FRAMED GLASS RAILING
45 OVERHEAD GARAGE ENTRY DOOR
48 METAL SPANDREL PANEL
PROPERTY LINE
PROPERTY LINE

ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN 001-013238
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
SOUTH ELEVATION
SEPTEMBER 26, 2022 PAGE 14
FINAL FOR PUBLICATION
KEYNOTES
# KEY NOTE
30 METAL COPING
31 LOADING AREA
32 UNIT PRIVATE TERRACE DOOR
33 BRICK VENEER EXTERIOR WALL - COLOR A
34 BRICK VENEER EXTERIOR WALL - COLOR B
36 METAL CLAD EXTERIOR WALL - COLOR TBD
37 METAL CLAD EXTERIOR COLUMN
39 INSULATED STOREFRONT GLAZING
40 CAST LIMESTONE BASE
41 THRU WALL BRICK TO BE 4" NOMINAL HEIGHT
43 METAL FRAMED GLASS RAILING
45 OVERHEAD GARAGE ENTRY DOOR
49 METAL SPANDREL PANEL
PROPERTY LINE
16'-0" SETBACK
PROPERTY LINE
N OAKLEY AVE

FOR PUBLIC HEARING
ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN
001-013238
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
EAST ELEVATION
SEPTEMBER 26, 2022 PAGE 21
KEY NOTES
# KEY NOTE
30 METAL COPING
31 LOADING AREA
32 UNIT PRIVATE TERRACE DOOR
33 BRICK VENEER EXTERIOR WALL - COLOR A
34 BRICK VENEER EXTERIOR WALL - COLOR B
36 METAL CLAD EXTERIOR WALL - COLOR TBD
37 METAL CLAD EXTERIOR COLUMN
39 INSULATED STOREFRONT GLAZING
40 CAST LIMESTONE BASE
41 THRU WALL JOINTS TO BE 4" NOMINAL HEIGHT
43 METAL FRAMED GLASS RAILING
45 OVERHEAD GARAGE ENTRY DOOR
49 METAL SPANDREL PANEL
PROPERTY LINE
PROPERTY LINE
FOURTH FLOOR
THIRD FLOOR
SECOND FLOOR
GRADE

FINAL FOR PUBLICATION

SVA ARCHITECTURE & DESIGN

LANDROS

MARK J. SULLIVAN 001-013238

4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618

1/16" = 1'-0"

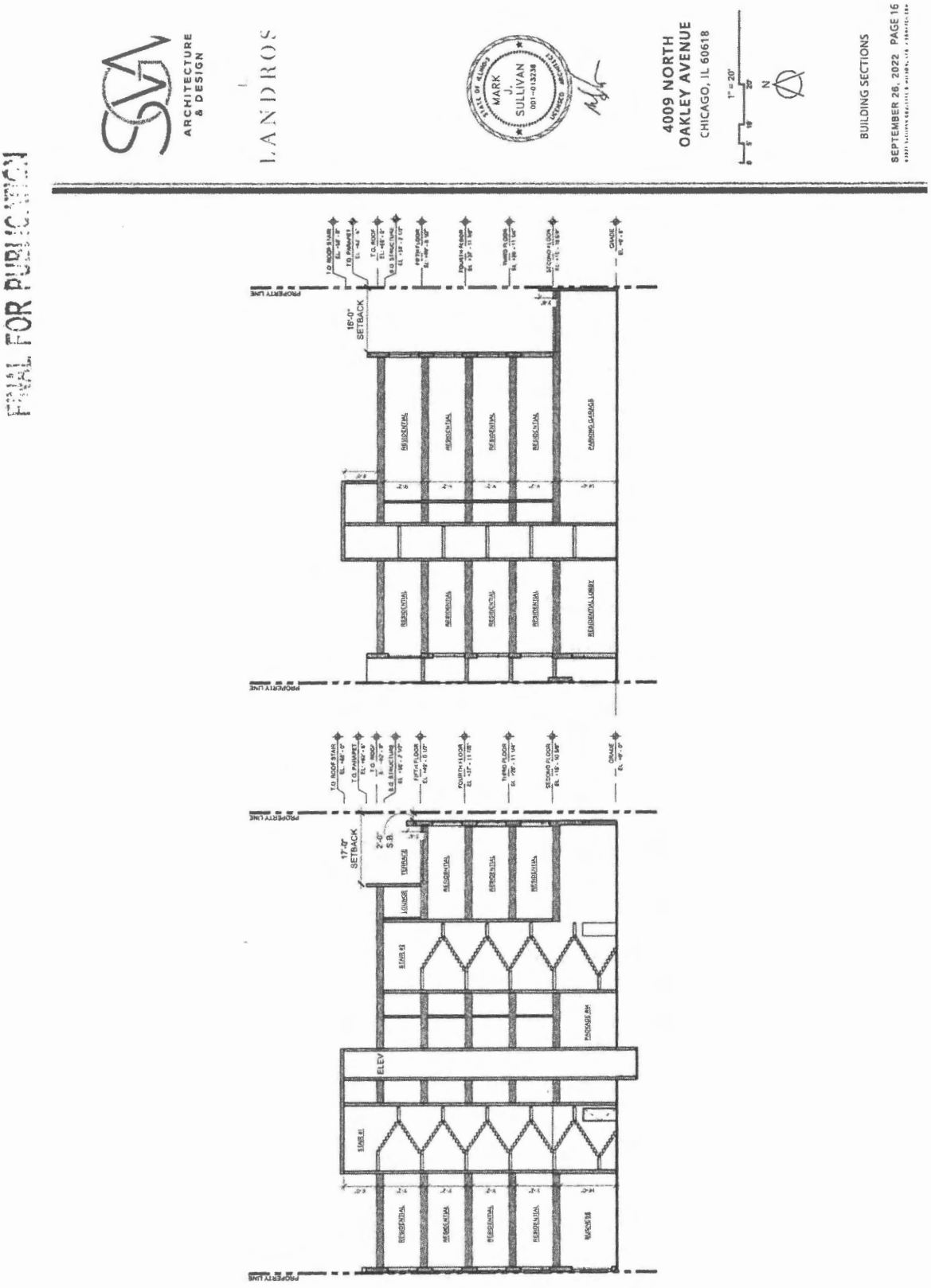
N

WEST ELEVATION

SEPTEMBER 26, 2022 PAGE 1

KEY NOTES

| # | KEY NOTE |
|---|---|
| 30 | METAL COPING |
| 31 | LOADING AREA |
| 32 | UNIT PRIVATE TERRACE DOOR |
| 33 | BRICK VENEER EXTERIOR WALL - COLOR A |
| 34 | BRICK VENEER EXTERIOR WALL - COLOR B |
| 36 | METAL CLAD EXTERIOR WALL - COLOR TBD |
| 37 | METAL CLAD EXTERIOR COLUMN |
| 39 | INSULATED STOREFRONT GLAZING |
| 40 | CAST LIMESTONE BASE |
| 41 | THRU WALL BRICK TO BE 4" NOMINAL HEIGHT |
| 43 | METAL FRAMED GLASS RAILING |
| 45 | OVERHEAD GARAGE ENTRY DOOR |
| 48 | METAL SPANDREL PANEL |


FINAL FOR PUBLICATION
ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
1" = 20'
BUILDING SECTIONS
SEPTEMBER 26, 2022 PAGE 16
PROPERTY LINE
16'-0" SETBACK
17'-0" SETBACK
2'-0" S.B.
RESIDENTIAL
PARKING GARAGE
RESIDENTIAL LOBBY
ELEV
STAIR #1
STAIR #2
LOUNGE
TERRACE
PACKAGE RM
GRADE

FINAL FOR PUBLICATION
SOM
ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN
001-013238
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
PERSPECTIVE
SEPTEMBER 26, 2022 PAGE 17

FINAL FOR PUBLICATION

SVA ARCHITECTURE & DESIGN

LANDROS

MARK J. SULLIVAN 001-013238

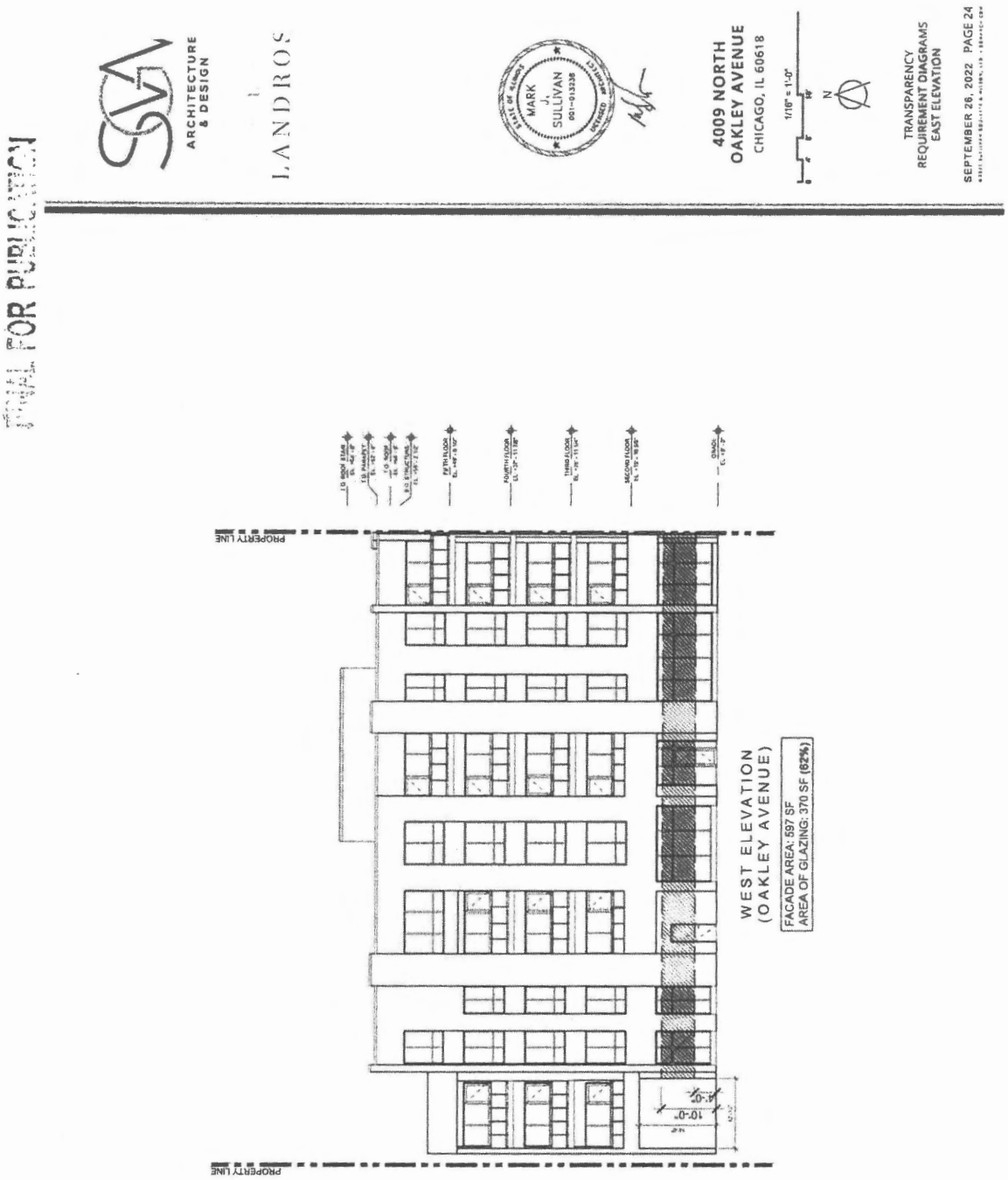
4009 NORTH
OAKLEY AVENUE
CHICAGO, IL 60618

PERSPECTIVE

SEPTEMBER 26, 2022 PAGE 18

SVA
ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN
001-013338
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
PERSPECTIVE
SEPTEMBER 26, 2022 PAGE 19

ARCHITECTURE & DESIGN
LANDROS
MARK J. SULLIVAN
4009 NORTH OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
TRANSPARENCY REQUIREMENT DIAGRAMS
SOUTH ELEVATION
SEPTEMBER 26, 2022 PAGE 23
PROPERTY LINE
PROPERTY LINE
10'-0"
8'-0"
SOUTH ELEVATION
(IRVING PARK ROAD)
FACADE AREA: 555 SF
AREA OF GLAZING: 333 SF (60%)


FINAL FOR PUBLICATION
ARCHITECTURE & DESIGN
LANDROS
STATE OF ILLINOIS
MARK J. SULLIVAN
001-013238
DEVELOPED ARCHITECT
4009 NORTH
OAKLEY AVENUE
CHICAGO, IL 60618
1/16" = 1'-0"
N
TRANSPARENCY
REQUIREMENT DIAGRAMS
EAST ELEVATION
SEPTEMBER 26, 2022 PAGE 24
PROPERTY LINE
PROPERTY LINE
WEST ELEVATION
(OAKLEY AVENUE)
FACADE AREA: 597 SF
AREA OF GLAZING: 370 SF (62%)
10'-0"
4'-0"

*Reclassification Of Area Shown On Map No. 11-H.*
(Application No. 22289)
(Common Address: 4239 N. Western Ave.)

[O2023-0005695]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Zoning Map Index Number 11-H in the area bounded by:

a line 187.86 feet south of and parallel to West Cullom Avenue; the alley next east of and parallel to North Western Avenue; a line 212.86 feet south of and parallel to West Cullom Avenue; and North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 11-H.*
(Application No. 22290)
(Common Address: 4531 N. Western Ave.)

[O2023-0005697]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Zoning Map Index Number 11-H in the area bounded by:

a line 234.84 feet south of and parallel to West Wilson Avenue; the alley next east of and parallel to North Western Avenue; a line 284.84 feet south of and parallel to West Wilson Avenue; and North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 11-L.*
(Application No. 22296)
(Common Address: 5201 W. Cullom Ave.)

[O2023-0005674]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-L in the area bounded by:

West Cullom Avenue; North Laramie Avenue; the alley next south of and parallel to West Cullom Avenue; and a line 39.67 feet west of and parallel to North Laramie Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 12-K.*
(Application No. 22254)
(Common Address: 5173 S. Archer Ave.)

[O2023-0004121]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District and B3-1 Community Shopping District symbols and indications as shown on Zoning Map Index Number 12-K in the area bounded by:

South Archer Avenue; South Kostner Avenue; the alley next south of and parallel to South Archer Avenue; and a line 97.49 feet west of South Kostner Avenue, as measured along the southerly right-of-way line of South Archer Avenue and perpendicular thereto,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 16-K.*
(Application No. 22293)
(Common Address: 4619 -- 4623 W. 63rd St.)

[O2023-0005665]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 16-K in the area bounded by:

West 63rd Street; the alley next east of and parallel to South Knox Avenue; the alley next south of and parallel to West 63rd Street; and a line 25.92 feet east of and parallel to South Knox Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Nos. 18-B And 20-B.*
(As Amended)
(Application No. 22250)
(Common Address: 7901 -- 7911 S. Exchange Ave./2933 -- 2941 E. 79th St./
7850 -- 7872 S. Exchange Ave./2908 -- 2930 E. 79th St. And
7839 -- 7845 S. Escanaba Ave.)

[SO2023-0004087]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District, B3-2 Community Shopping District and C1-2 Neighborhood Commercial District symbols and indications as shown on Map Numbers 18-B and 20-B in the area bounded by:

a line 197 feet north of and parallel to East 79th Street; South Exchange Avenue; East 79th Street; the west line of the Metra Electric Railroad; a line 125.26 feet east of and parallel to South Exchange Avenue; a line 123.38 feet south of and parallel to East 79th Street; South Exchange Avenue; East 79th Street; a line 87 feet east of and parallel to South Escanaba Avenue; a line 132 feet north of and parallel to East 79th Street; and South Escanaba Avenue,

to those of a C1-3 Community Shopping District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-3 Community Shopping District symbols and indications as shown on Map Numbers 18-B and 20-B in the area bounded by:

a line 197 feet north of and parallel to East 79th Street; South Exchange Avenue; East 79th Street; the west line of the Metra Electric Railroad; a line 125.26 feet east of and parallel to South Exchange Avenue; a line 123.38 feet south of and parallel to East 79th Street; South Exchange Avenue; East 79th Street; a line 87 feet east of and parallel to South Escanaba Avenue; a line 132 feet north of and parallel to East 79th Street; and South Escanaba Avenue,

to the designation of Residential-Business Planned Development Number _____, subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 3. The ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development No. _____.*

*Standard Planned Development Statements.*

The Planned Development Statements describe the legal regulations and conditions that will control the development of the proposed project. The following statements shall be included in the ordinance; any proposed changes to these statements must be discussed and reviewed with the Chicago Department of Planning and Development. Based on the scope of the project, additional statements (listed at the end of this document) may be required. The following statements must be included in the ordinance:

1. The area delineated herein as Planned Development Number (to be determined) ("Planned Development") consists of a net site area of approximately 48,580 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, Thrive Exchange LLC.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

   -- Sidewalks

   -- ADA crosswalk ramps

   -- Parkway and landscaping

   The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of eighteen (18) Statements: a Bulk Regulations Table; a Zoning/Land Use Map/Planned Development Boundary and Property Line Map; a Site Aerial/Phase Plan; Site Plan; Subarea Plans; Site Plan (Subarea A); Site Plan (Subarea B); a Pedestrian Connectivity Plan; Landscape Plan (Subarea A); Planting Palette (Subarea A); Landscape Details (Subarea A); Open Space Plan (Subarea A); Building Elevations -- Subarea A (Northeast, West, East, and South); Building Sections (Subarea A); Floor Plans (Subarea A); Roof Plan (Subarea A); Exchange Streetscape (Elevations); Exchange Streetscape (Site Plan) and Vehicular Dropoff (Subarea A) prepared by KOO LLC and dated November 16, 2023, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development (to be determined): (list uses as they are defined in the Chicago Zoning Ordinance). In each of the following subareas, the following uses shall be permitted in this Planned Development (P.D.) (describe in detail which uses are permitted and which are excluded for each subarea):

   Subarea A:

   residential, retail, restaurant (general), food and beverage retail sales, outdoor patio (at grade), office.

   Subarea B:

   artist live/work*, business live/work*, residential, retail, restaurant (general), food and beverage retail sales, outdoor patio (at grade), office. (*artist live/work and business live/work use will be subject to Minor Change/Site Plan approval).

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table for Subarea A

has been determined using a net site area of 14,520 square feet and an FAR of 3.76. The permitted FAR identified in the Bulk Regulations and Data Table for Subarea B will be determined during site plan review.

9. Prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance) in Subarea B, the Applicant shall submit a site plan, landscape plan and building elevations for Subarea B for review and approval by the Department of Planning and Development (DPD). Review and approval by DPD is intended to assure that specific development components substantially conform with the Planned Development (P.D.) and to assist the City in monitoring ongoing development. Applicant shall make a courtesy presentation to the Chicago Plan Commission prior to site plan approval by DPD. Subarea Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, the Applicant shall also include a site plan for that area of the Property which is bounded on all sides by either public rights-of-way or the boundary of the nearest subarea. The site plan provided shall include all dimensioned and planned street rights-of-way.

   No Part II approval for any portion of the Property shall be granted until Site Plan approval has been granted. Following approval by DPD, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D.

   After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 13. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

   -- fully-dimensioned site plan (including a footprint of the proposed improvements);

   -- fully-dimensioned building elevations;

   -- fully-dimensioned landscape plan(s); and

   -- statistical information applicable to the subject subarea, including floor area, the applicable floor area ratio, uses to be established, building heights and setbacks.

   Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

10. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development for each respective subarea. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

11. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

12. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

13. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

14. The Applicant acknowledges and agrees that the rezoning of the Property from RT4 Residential Two-Flat, Townhouse and Multi-Unit District, B3-2 Community Shopping District and C1-2 Neighborhood Commercial District to C1-3 Neighborhood Commercial District and then to this Residential-Business Planned Development (P.D.) Number (to be determined), is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant has applied for Low-Income Housing Tax Credits or other forms of financial assistance from the City. Such financial assistance imposes affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financial Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

16. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

17. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the

planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof) and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to a C1-2 Neighborhood Commercial District.

[Zoning and Land-Use Map; Site Aerial and Phase Plan; Site Plan; Subareas A and B; Subareas A and B -- Site Plans; Pedestrian Connectivity; Landscape Plan -- Subarea A; Planting Palette -- Subarea A; Landscape Details -- Plantings and Furnishings; Open Space Plan -- Subarea A; Building Elevations; Building Sections; Levels, 1, 2, 3, 4, 5 and 6 Floor Plans; Roof Plan; Exchange Streetscapes and Site Plan; and Subarea A -- Vehicular Dropoff referred to in these Plan of Development Statements printed on pages 8004 through 8028 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

*Business Planned Development No. _____*

*Bulk Regulations And Data Table.* **Final For Publication**

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. ____
BULK REGULATIONS AND DATA TABLE

| | |
|---|---|
| **Gross Site Area (sf):** | 74,762 sf |
| • Subarea A (sf) | 23,716 sf |
| • Subarea B (sf) | 51,046 sf |
| **Area of Public Way (sf):** | 26,182 sf |
| **Net Site Area (sf):** | 48,580 sf |
| • Subarea A (sf) | 14,520 sf |
| • Subarea B (sf) | 34,060 sf |
| **Overall Maximum Floor Area Ratio:** | Subarea A (FAR): 3.76<br>Subarea B (FAR): 4.00 (to be determined during site plan review)[1] |
| **Allowed Uses:** | All uses identified in Statement Number 5 |
| **No. of Dwelling Units:** | • 43 (Subarea A)<br>• 114 To be determined during site plan review (Subarea B)[2] |
| **Square footage of building (sf):** | • 54,604 sf (Subarea A)<br>• TBD (Subarea B) |
| **Retail (sf):** | • 2,976 sf (Subarea A)<br>• TBD (Subarea B) |
| **Office (sf):** | • 734 sf (Subarea A)<br>• TBD (Subarea B) |

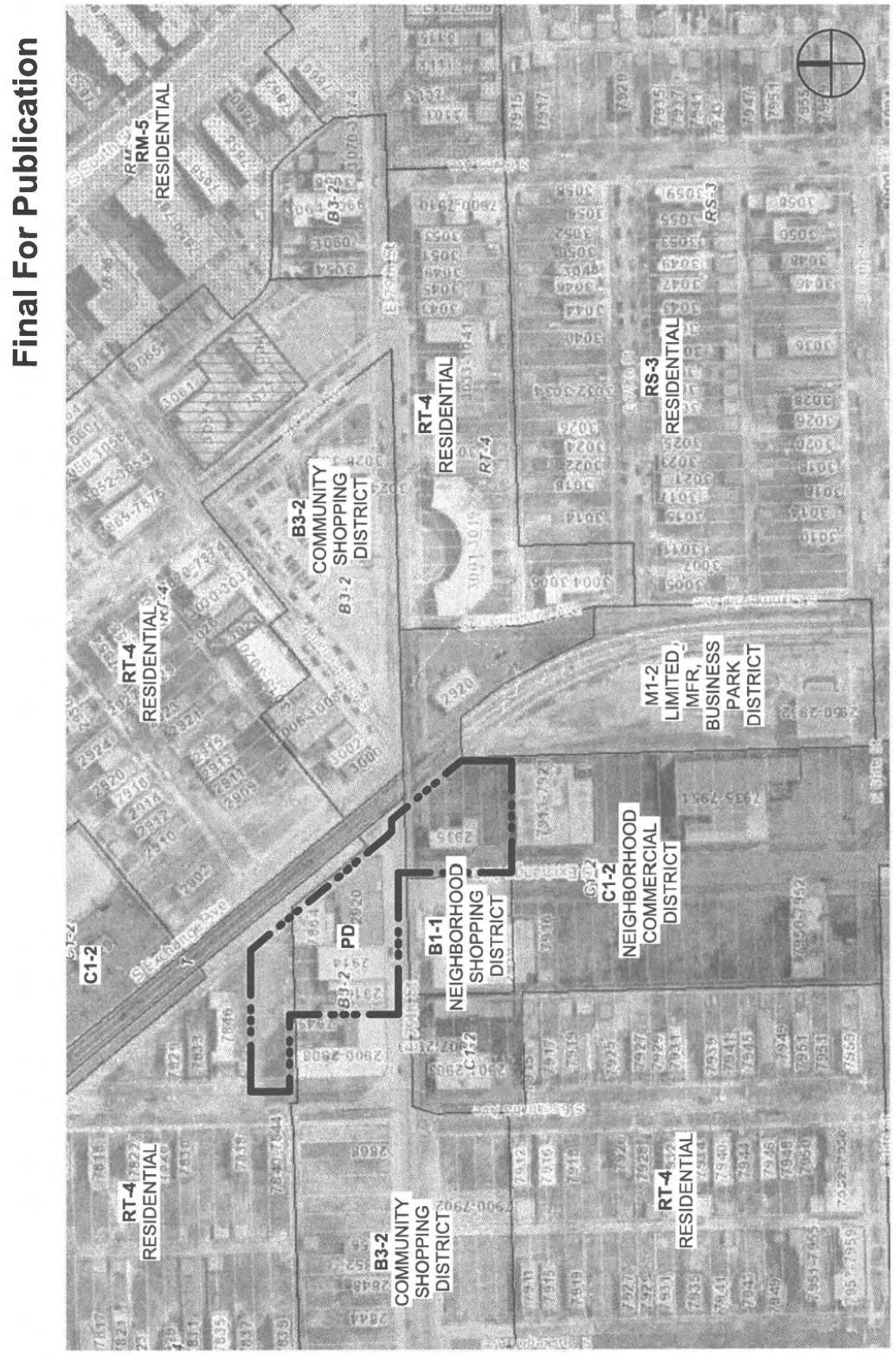
[1] Maximum allowed FAR (§17-3-0403-B) i. 4.0 FAR (100% on-site ARO units; ii. 3.75 FAR (75% on-site ARO units); iiii. 3.5 FAR (50% on-site ARO units); iv. 3.0 FAR(if less than 50% on-site ARO units)

[2] Max Number of Dwelling Units (§17-30402-B) 114 DU (100% on-site ARO units; ii. 105 DU (75% on-site ARO units; iii. 97 DU (50% on-site ARO units)

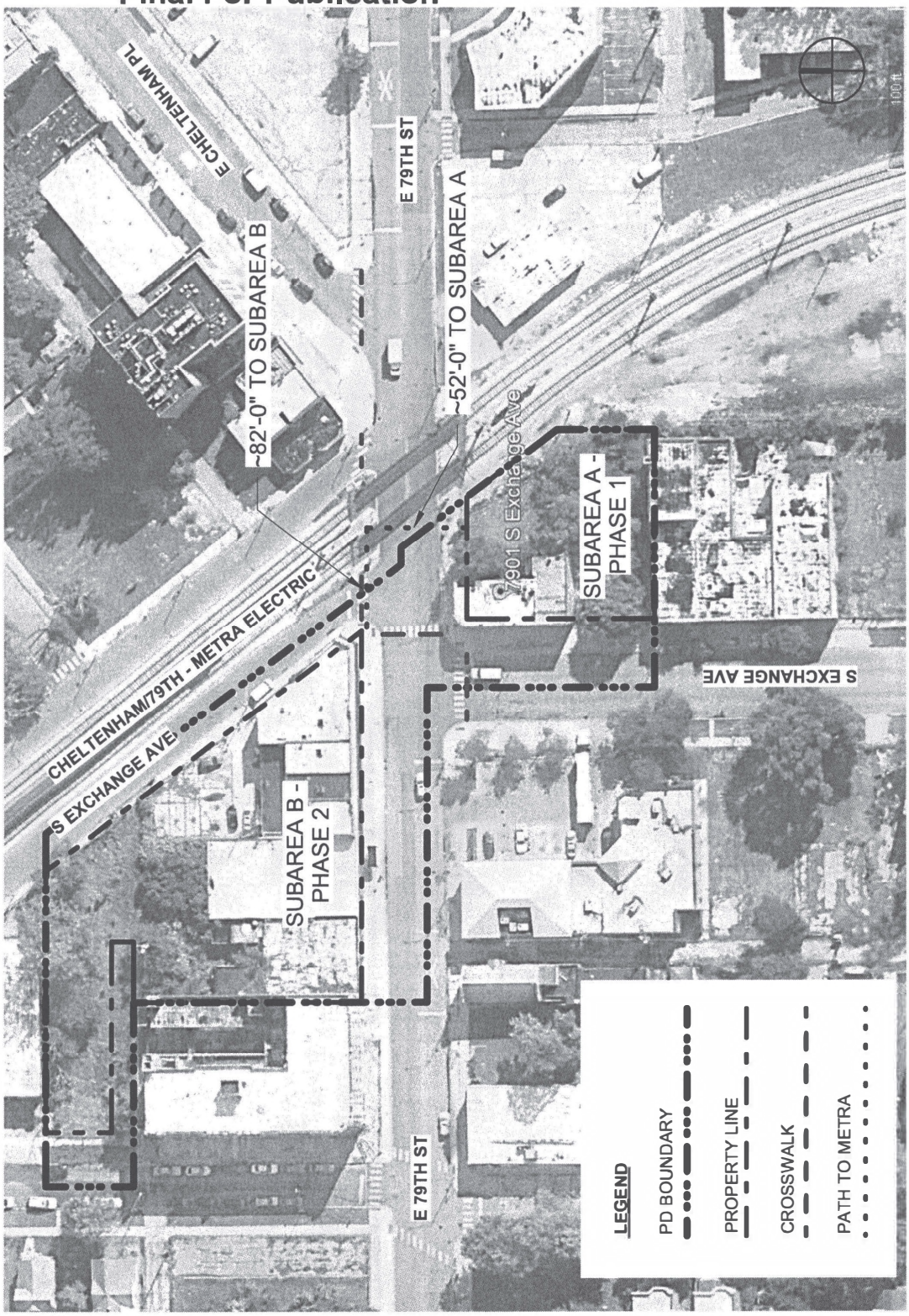
**Final For Publication**

| | |
|---|---|
| **No. of Off-street Parking Spaces:** | • 0 (Subarea A)<br>• To be determined during site plan review (Subarea B) |
| **No. of Bicycle Parking Spaces** | • 43 (Subarea A)<br>• To be determined during site plan review (Subarea B) |
| **No. of Loading Berths** | One (1) 10' x 25' (Subarea A)<br>One (1) 10' x 25' (Subarea B) |
| **Maximum Building Height:** (as measured by 17-17-0311-A of the CZO) | • 74'-4 (Subarea A)<br>• To be determined during site plan review (Subarea B)[3] |
| **Setbacks from Property Line:** | In accordance with Site Plan (Subarea A)/P Street<br>• Front setback: None<br>• Rear setback: 7'-3"<br>• Side setback: None<br><br>(Subarea B: setbacks from property line to be determined as part of site plan review).<br><br>In accordance with Site Plan (Subarea B)/P Street<br>• Front setback: None Required (not more than 5'-0")<br>• Rear setback: 30'-0" at Residential floors, None at non-residential floors<br>Side setback: None |

[3] Maximum Height: 75 ft (50%+ on-site affordable units); 70 ft. (less than 50% on-site ARO units)


Final For Publication
C1-2
RT-4
RESIDENTIAL
RM-5
RESIDENTIAL
B3-2
COMMUNITY
SHOPPING
DISTRICT
PD
B1-1
NEIGHBORHOOD
SHOPPING
DISTRICT
C1-2
NEIGHBORHOOD
COMMERCIAL
DISTRICT
M1-2
LIMITED
MFR
BUSINESS
PARK
DISTRICT
RS-3
RESIDENTIAL
ZONING & LAND USE MAP
SCALE: N.T.S.
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
DATE OF INTRODUCTION: SEPTEMBER 13, 2023
PLAN COMMISSION: NOVEMBER 16, 2023
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
KOO LLC
55 W WACKER DR, STE 600
CHICAGO, IL 60601
P: 312-235-0920

**Final For Publication**




**SITE AERIAL & PHASE PLAN**

SCALE: N.T.S.

**THRIVE EXCHANGE**
**PLANNED DEVELOPMENT APPLICATION**

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

**APPLICANT:** THRIVE EXCHANGE, LLC
**ADDRESS:** 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION:** SEPTEMBER 13, 2023
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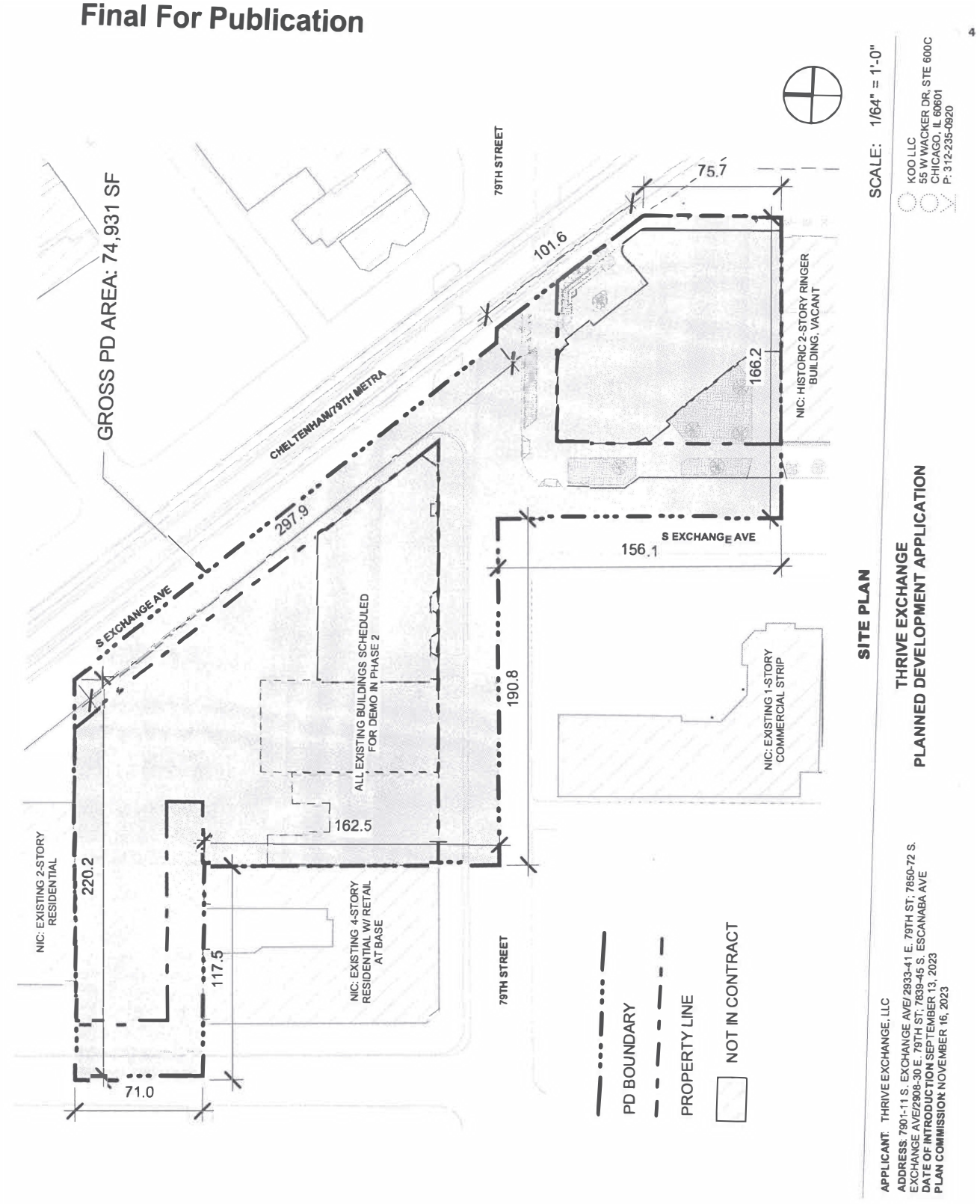
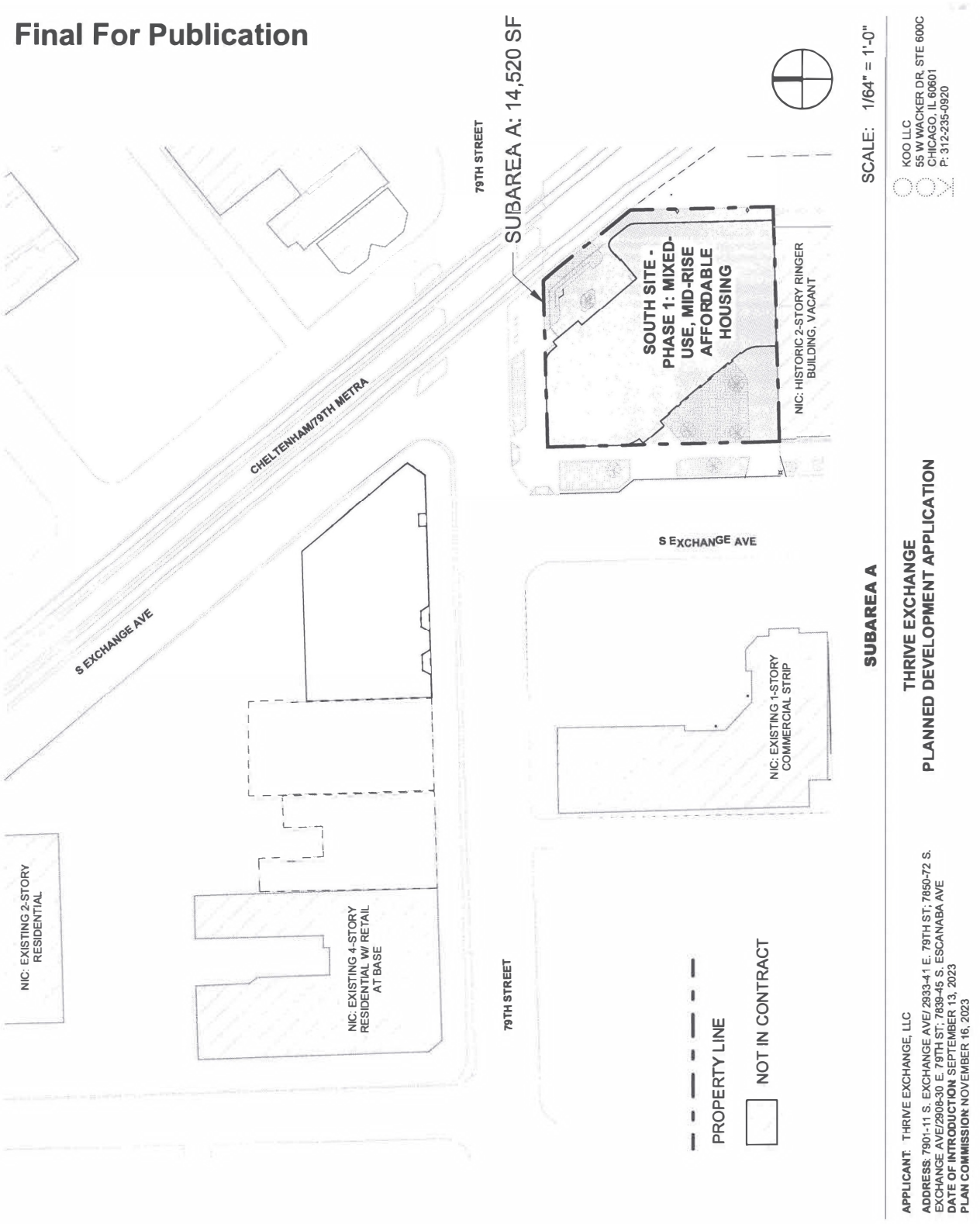
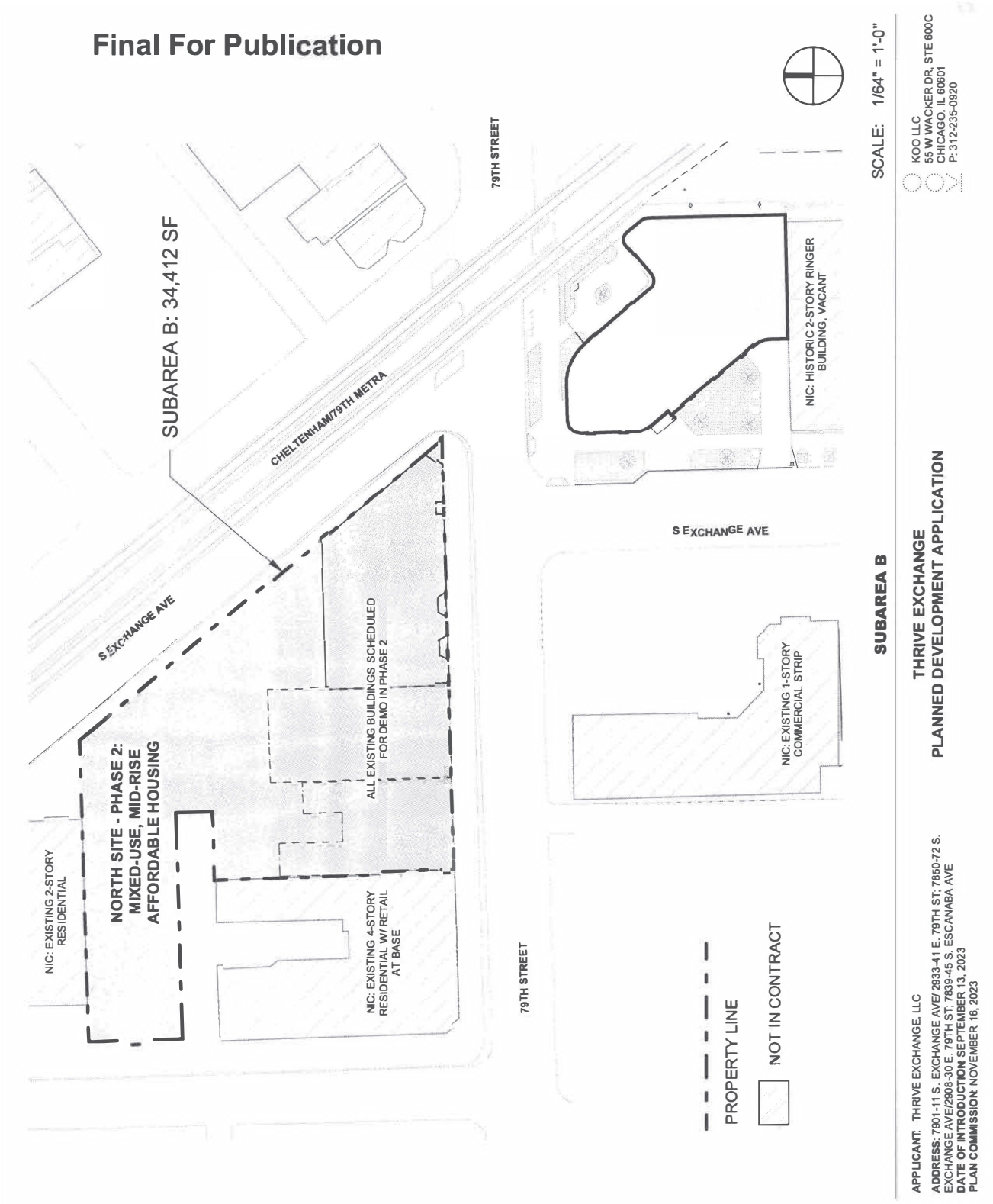



Final For Publication
SUBAREA A: 14,520 SF
79TH STREET
CHELTENHAM/79TH METRA
S EXCHANGE AVE
SOUTH SITE - PHASE 1: MIXED-USE, MID-RISE AFFORDABLE HOUSING
NIC: HISTORIC 2-STORY RINGER BUILDING, VACANT
S EXCHANGE AVE
NIC: EXISTING 1-STORY COMMERCIAL STRIP
NIC: EXISTING 2-STORY RESIDENTIAL
NIC: EXISTING 4-STORY RESIDENTIAL W/ RETAIL AT BASE
79TH STREET
PROPERTY LINE
NOT IN CONTRACT
SUBAREA A
SCALE: 1/64" = 1'-0"
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST.; 7839-45 S. ESCANABA AVE
DATE OF INTRODUCTION: SEPTEMBER 13, 2023
PLAN COMMISSION: NOVEMBER 16, 2023


Final For Publication
SUBAREA B: 34,412 SF
CHELTENHAM/79TH METRA
79TH STREET
S EXCHANGE AVE
NORTH SITE - PHASE 2:
MIXED-USE, MID-RISE
AFFORDABLE HOUSING
ALL EXISTING BUILDINGS SCHEDULED FOR DEMO IN PHASE 2
NIC: EXISTING 2-STORY RESIDENTIAL
NIC: EXISTING 4-STORY RESIDENTIAL W/ RETAIL AT BASE
NIC: HISTORIC 2-STORY RINGER BUILDING, VACANT
NIC: EXISTING 1-STORY COMMERCIAL STRIP
PROPERTY LINE
NOT IN CONTRACT
SUBAREA B
SCALE: 1/64" = 1'-0"
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
DATE OF INTRODUCTION: SEPTEMBER 13, 2023
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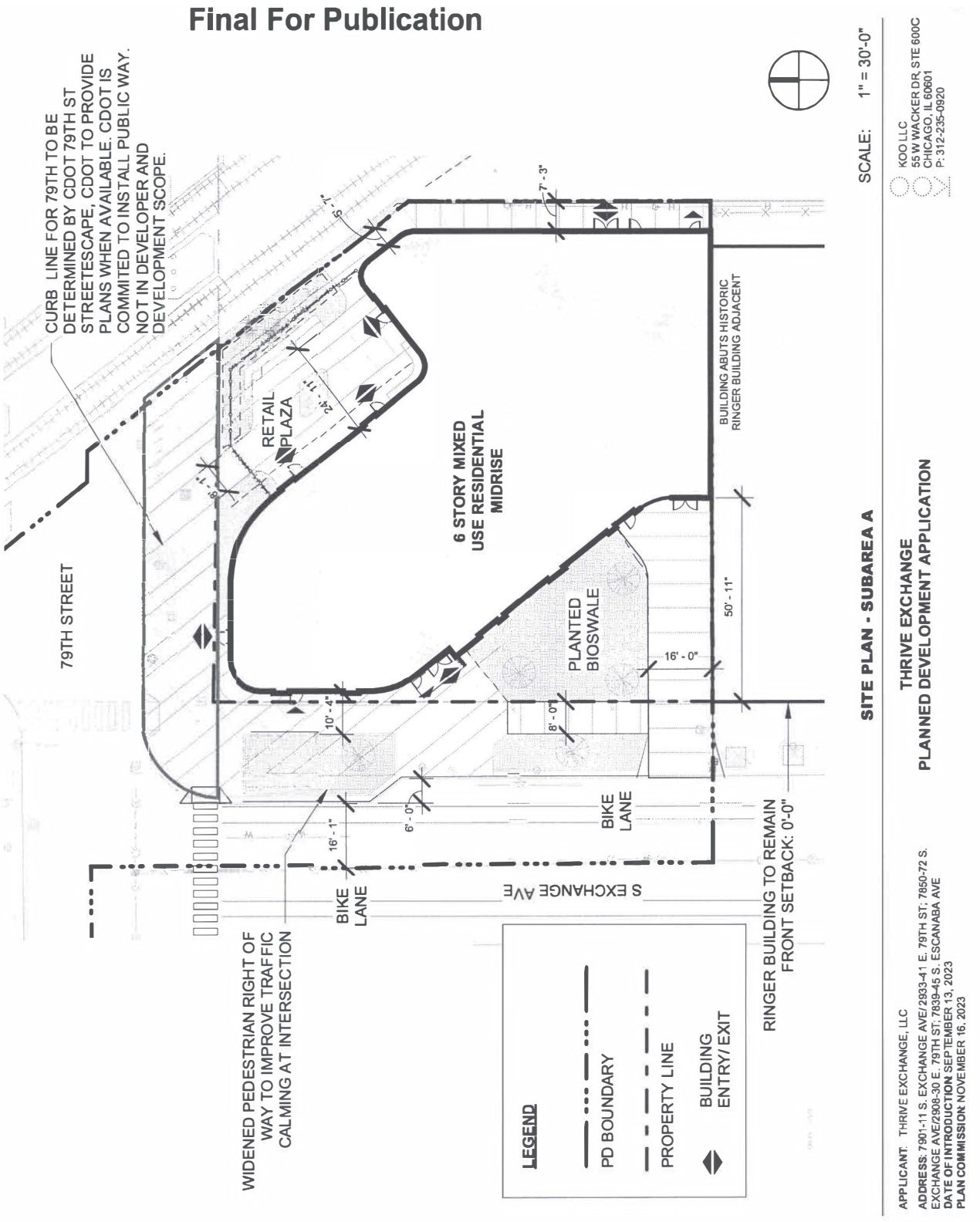
Final For Publication
CURB LINE FOR 79TH TO BE DETERMINED BY CDOT 79TH ST STREETESCAPE, CDOT TO PROVIDE PLANS WHEN AVAILABLE. CDOT IS COMMITED TO INSTALL PUBLIC WAY. NOT IN DEVELOPER AND DEVELOPMENT SCOPE.
79TH STREET
RETAIL PLAZA
6 STORY MIXED USE RESIDENTIAL MIDRISE
BUILDING ABUTS HISTORIC RINGER BUILDING ADJACENT
PLANTED BIOSWALE
BIKE LANE
BIKE LANE
S EXCHANGE AVE
WIDENED PEDESTRIAN RIGHT OF WAY TO IMPROVE TRAFFIC CALMING AT INTERSECTION
RINGER BUILDING TO REMAIN
FRONT SETBACK: 0'-0"
LEGEND
PD BOUNDARY
PROPERTY LINE
BUILDING ENTRY/ EXIT
SITE PLAN - SUBAREA A
SCALE: 1" = 30'-0"
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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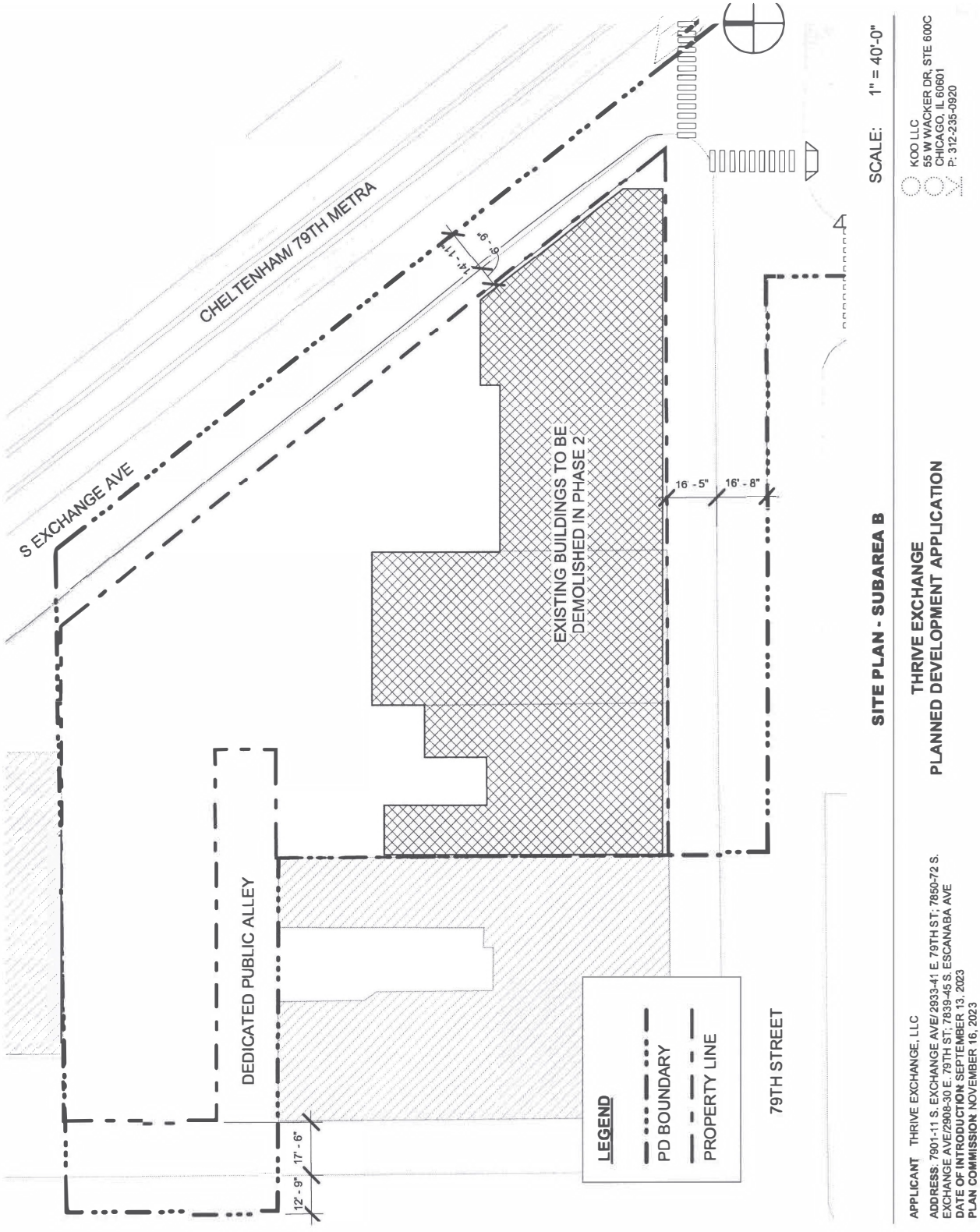
CHELTENHAM/ 79TH METRA
S EXCHANGE AVE
EXISTING BUILDINGS TO BE DEMOLISHED IN PHASE 2
16' - 5"
16' - 8"
DEDICATED PUBLIC ALLEY
12' - 9"
17' - 6"
79TH STREET
LEGEND
PD BOUNDARY
PROPERTY LINE
SITE PLAN - SUBAREA B
SCALE: 1" = 40'-0"
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
APPLICANT THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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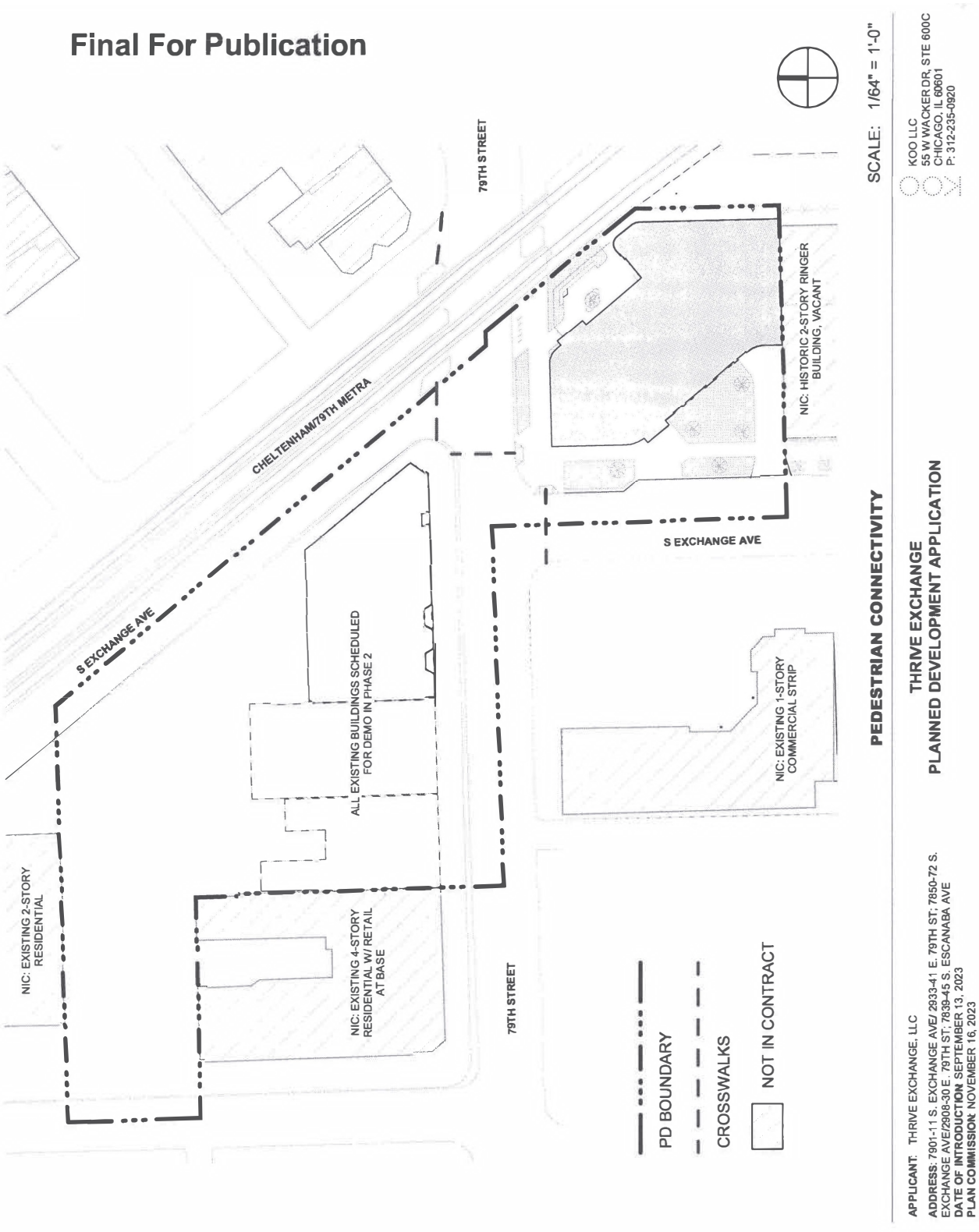
Final For Publication
79TH STREET
CHELTENHAM/79TH METRA
S EXCHANGE AVE
NIC: HISTORIC 2-STORY RINGER BUILDING, VACANT
S EXCHANGE AVE
ALL EXISTING BUILDINGS SCHEDULED FOR DEMO IN PHASE 2
NIC: EXISTING 1-STORY COMMERCIAL STRIP
NIC: EXISTING 2-STORY RESIDENTIAL
NIC: EXISTING 4-STORY RESIDENTIAL W/ RETAIL AT BASE
79TH STREET
PD BOUNDARY
CROSSWALKS
NOT IN CONTRACT
PEDESTRIAN CONNECTIVITY
SCALE: 1/64" = 1'-0"
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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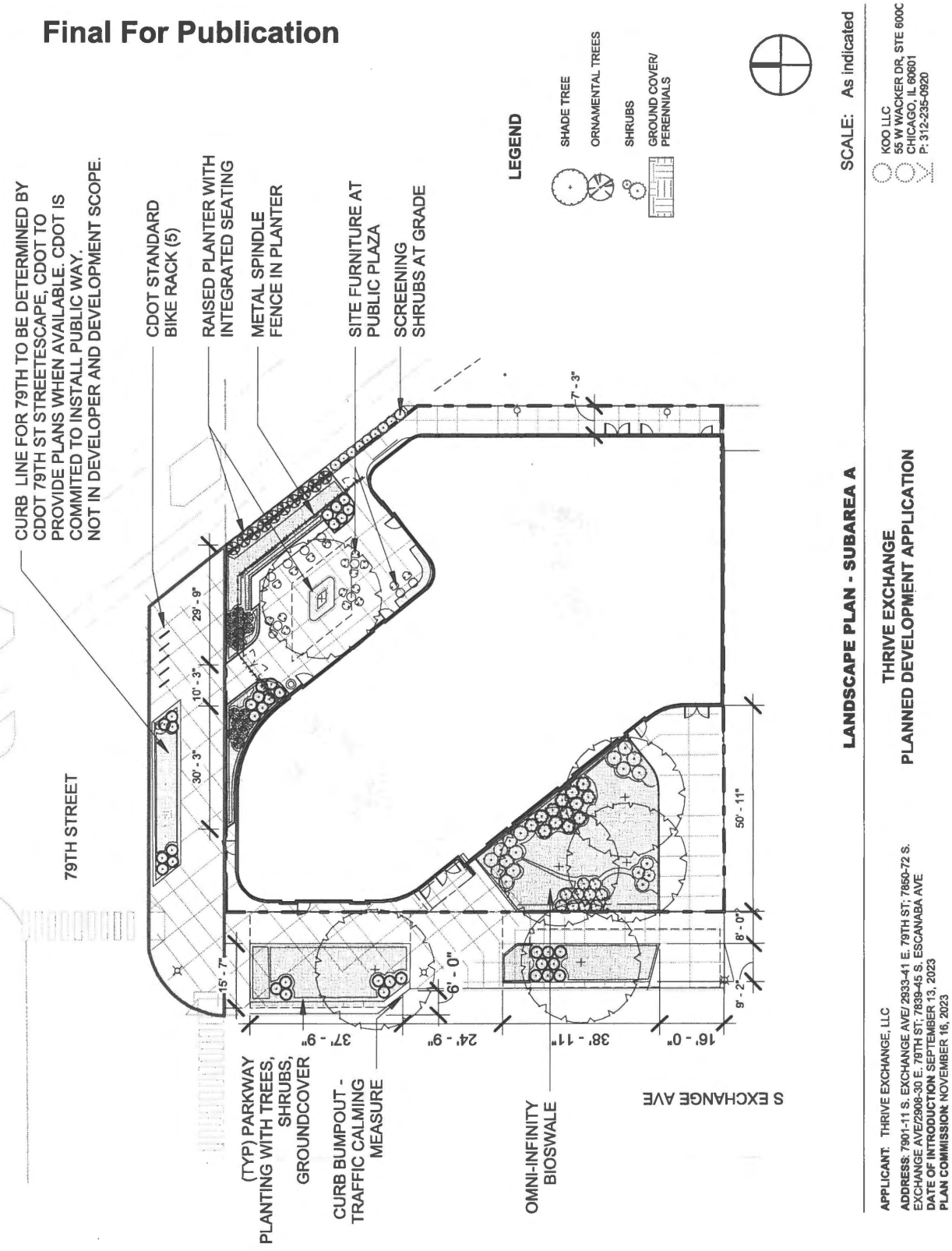
Final For Publication
CURB LINE FOR 79TH TO BE DETERMINED BY CDOT 79TH ST STREETESCAPE, CDOT TO PROVIDE PLANS WHEN AVAILABLE. CDOT IS COMMITED TO INSTALL PUBLIC WAY. NOT IN DEVELOPER AND DEVELOPMENT SCOPE.
79TH STREET
CDOT STANDARD BIKE RACK (5)
RAISED PLANTER WITH INTEGRATED SEATING
METAL SPINDLE FENCE IN PLANTER
SITE FURNITURE AT PUBLIC PLAZA
SCREENING SHRUBS AT GRADE
LEGEND
SHADE TREE
ORNAMENTAL TREES
SHRUBS
GROUND COVER/ PERENNIALS
SCALE: As indicated
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
LANDSCAPE PLAN - SUBAREA A
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
DATE OF INTRODUCTION: SEPTEMBER 13, 2023
PLAN COMMISSION: NOVEMBER 16, 2023
(TYP) PARKWAY PLANTING WITH TREES, SHRUBS, GROUNDCOVER
CURB BUMPOUT - TRAFFIC CALMING MEASURE
OMNI-INFINITY BIOSWALE
S EXCHANGE AVE
15' - 7"
6' - 0"
37' - 9"
24' - 9"
38' - 11"
16' - 0"
9' - 2"
8' - 0"
50' - 11"
30' - 3"
10' - 3"
29' - 9"
7' - 3"

| PLANT SCHEDULE - GROUND LEVEL | | | | | | | CSDP 4.1 WORKING LANDSCAPES | |
|---|---|---|---|---|---|---|---|---|
| CODE | QTY | BOTANICAL NAME | COMMON NAME | ROOT | SIZE | REMARKS | NATIVE/NATIVAR (Y/N) | PLANT TYPE (T/S/F/G) |
| SHADE TREES | | | | | | | | |
| CA.SP | 2 | *Catalpa speciosa* | Northern Catalpa | B&B | 2.5" cal | 6'T clear branch height | Y | T |
| QU.BI | 2 | *Quercus bicolor* | Swamp White Oak | B&B | 2.5" cal | 6'T clear branch height | Y | T |
| TA.DI | 2 | *Taxodium distichum* | Bald Cypress | B&B | 2.5" cal | 6'T clear branch height | Y | T |
| UL.NH | 1 | *Ulmnus x* 'New Horizon' | New Horizon Hybrid Elm | B&B | 2.5" cal | 6'T clear branch height | N | T |
| UNDERSTORY / ORNAMENTAL TREES | | | | | | | | |
| AM.AB | 1 | *Amelanchier grandiflora* 'Autumn Brilliance' | Autumn Brilliance Serviceberry | B&B | 2.5" cal | | Y | T |
| BE.CU | 1 | *Betula nigra* 'Cully' HERITAGE | Heritage River Birch | B&B | 2.5" cal | | Y | T |
| CA.CA | 1 | Carpinus caroliniana | American Hornbeam | B&B | 2.5" cal | | Y | T |
| EVERGREEN TREES | | | | | | | | |
| JU.TA | 9 | *Juniperus virginiana* 'Taylor' | Taylor Eastern Red Cedar | cont/B&B | 6' ht | 30" oc | Y | T |
| TH.SM | 10 | *Thuja occidentalis* 'Smaragd' | Emerald Green Arborvitae | cont/B&B | 4-5' ht | 36" oc | Y | T |
| SHRUBS | | | | | | | | |
| AR.ME | 10 | *Aronia melanocarpa* | Black Chokeberry | cont | 24" ht | 36" oc | Y | S |
| CE.OC | 4 | *Cephalanthus occidentalis* 'Sugar Shack' | Sugar Shack Buttonbush | cont | 24" w | 36" oc | Y | S |
| CE.AM | 21 | *Ceanothus americanus* | New Jersery Tea | cont | 24" w | 36" oc | Y | S |
| CO.BC | 14 | *Cornus sericea* 'Bergeson Compact' | Red Twig Dogwood | cont | 24" ht | 42" oc | Y | S |
| DI.LO | 37 | *Diervilla lonicera* | Dwarf Bush Honeysuckle | cont | 24" w | 36" oc | Y | S |
| IT.VI | 13 | *Itea virginica* | Virginia Sweetspire | cont | 24" ht | 42" oc | Y | S |
| ORNAMENTAL GRASSES, PERENNIALS, AND GROUNDCOVER | | | | | | | | |
| AG.BF | | *Agastache* 'Blue Fortune' | Blue Fortune Giant Hyssop | cont | #1 | 18" oc | Y | F |
| AL.CE | | *Allium cernum* | Nodding Onion | cont | #1 | 12" oc | Y | F |
| AS.SP | | *Asclepias incarnata* | Swamp Milkweed | cont | #1 | 18" oc | Y | F |
| AS.SY | | *Asclepias syriacus* | Common Milkweed | cont | #1 | 18" oc | Y | F |
| AS.TU | | *Asclepias tuberosa* | Butterflyweed | cont | #1 | 18" oc | Y | F |
| BA.AU | | *Baptisia australis* | False Indigo | cont | #1 | 24" oc | Y | F |
| BO.CU | | *Bouteloua curtipendula* | Side Oats Grama | cont | #1 | 18" oc | Y | G |
| CA.MU | | *Carex muskingumensis* | Palm Sedge | cont | #1 | 12" oc | Y | G |
| CA.VU | | *Carex vulpinoidea* | Fox Sedge | cont | #1 | 18" oc | Y | G |
| DA.PU | | *Dalea purpurea* | Purple Prairie Coneflower | cont | #1 | 12" oc | Y | F |
| EC.PU | | *Echinacea purpurea* | Purple Coneflower | cont | #1 | 18" oc | Y | F |
| ER.SP | | *Eragrostis spectabilis* | Purple Love Grass | cont | #1 | 12" oc | Y | G |
| EU.MA | | *Eupatorium maculatum* | Joe Pye Weed | cont | #1 | 24" oc | Y | F |
| HI.MO | | *Hibiscus moscheutos* | Swamp Rose Mallow | cont | #1 | 24" oc | Y | F |
| IR.VI | | *Iris versicolor* | Blueflag Iris | cont | #1 | 15" oc | Y | F |
| LI.SP | | *Liatris spicata* | Marsh Blazing Star | cont | #1 | 15" oc | Y | F |
| PA.VI | | *Panicum virgatum* 'Shenandoah' | Shenandoah Switch Grass | cont | #1 | 24" oc | Y | G |
| PH.VI | | *Physostegia virginiana* | Obedient Plant | cont | #1 | 18" oc | Y | F |
| RU.HI | | *Rudbeckia hirta* | Black-Eyed Susan | cont | #1 | 18" oc | Y | F |
| SI.PE | | *Silphium perfoliatum* | Cup Plant | cont | #1 | 18" oc | Y | F |
| SP.HE | | *Sporobolus heterolepis* | Prairie Dropseed | cont | #1 | 24" oc | Y | G |
| SY.NO | | *Symphyotrichum novae-angliae* | New England Aster | cont | #1 | 18" oc | Y | F |

**PLANTING PALETTE - SUBAREA A**

SCALE:

**APPLICANT:** THRIVE EXCHANGE, LLC

**ADDRESS:** 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION:** SEPTEMBER 13, 2023
**PLAN COMMISSION:** NOVEMBER 16, 2023

**THRIVE EXCHANGE**
**PLANNED DEVELOPMENT APPLICATION**

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

**Final For Publication**




**LANDSCAPE DETAILS - PLANTINGS**

**THRIVE EXCHANGE**
**PLANNED DEVELOPMENT APPLICATION**

SCALE:

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

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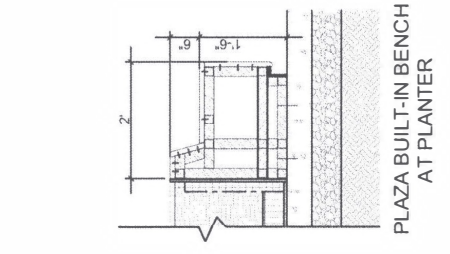


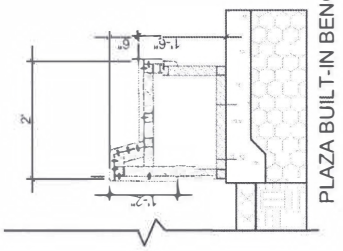


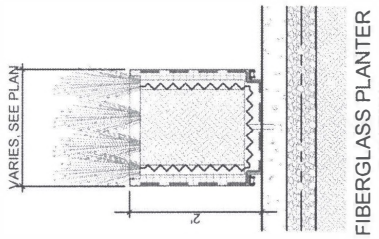


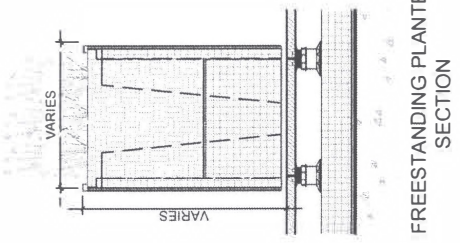


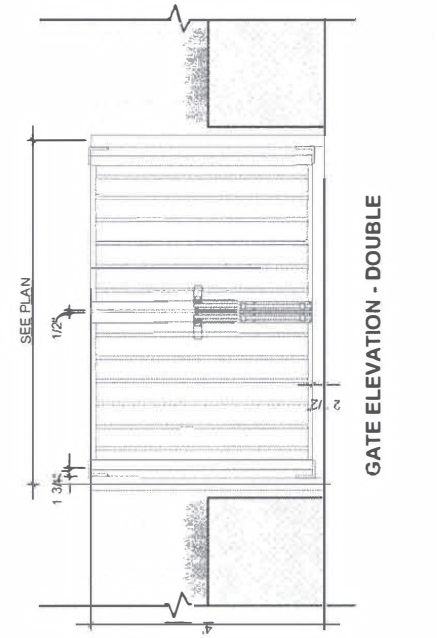


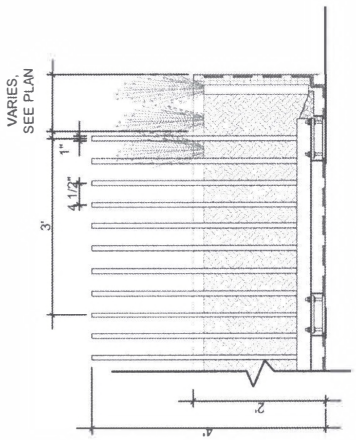


**LANDSCAPE DETAILS - FURNISHINGS**

SCALE:

**THRIVE EXCHANGE**
**PLANNED DEVELOPMENT APPLICATION**

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

**APPLICANT** THRIVE EXCHANGE, LLC
**ADDRESS:** 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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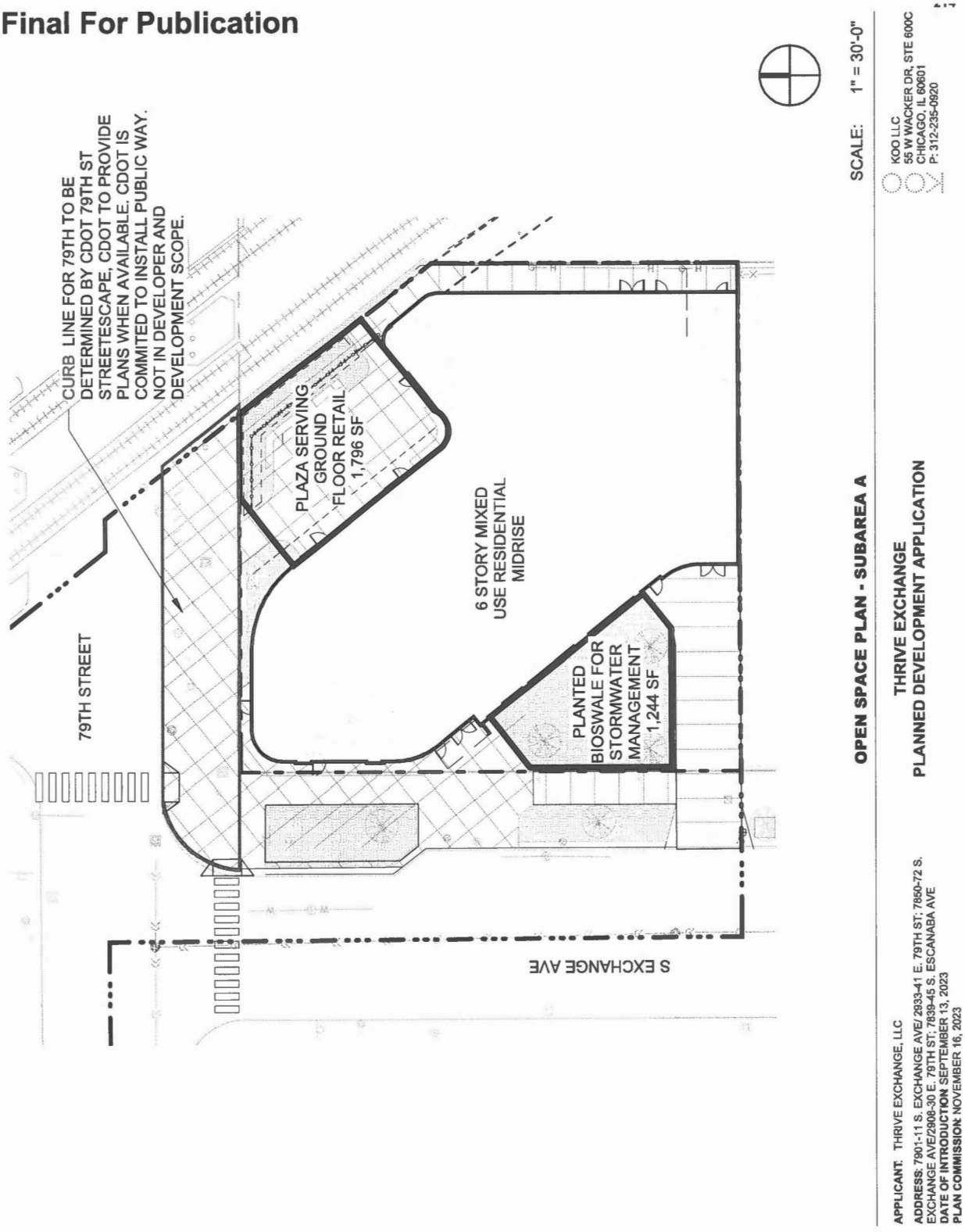
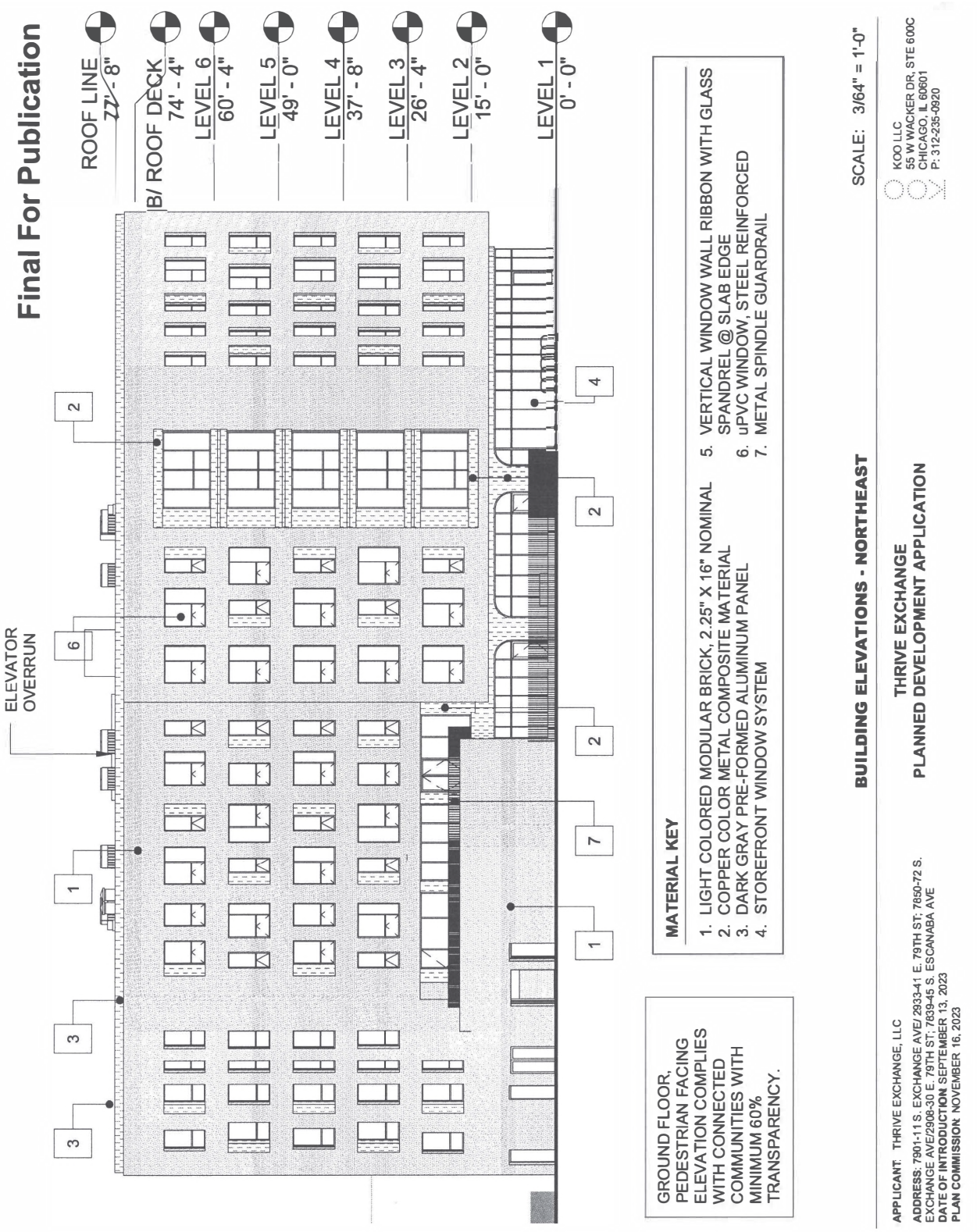
**Final For Publication**




Final For Publication
ROOF LINE
77' - 8"
B/ ROOF DECK
74' - 4"
LEVEL 6
60' - 4"
LEVEL 5
49' - 0"
LEVEL 4
37' - 8"
LEVEL 3
26' - 4"
LEVEL 2
15' - 0"
LEVEL 1
0' - 0"
ELEVATOR OVERRUN
1
2
3
4
6
7
GROUND FLOOR, PEDESTRIAN FACING ELEVATION COMPLIES WITH CONNECTED COMMUNITIES WITH MINIMUM 60% TRANSPARENCY.
MATERIAL KEY
1. LIGHT COLORED MODULAR BRICK, 2.25" X 16" NOMINAL
2. COPPER COLOR METAL COMPOSITE MATERIAL
3. DARK GRAY PRE-FORMED ALUMINUM PANEL
4. STOREFRONT WINDOW SYSTEM
5. VERTICAL WINDOW WALL RIBBON WITH GLASS SPANDREL @ SLAB EDGE
6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL
BUILDING ELEVATIONS - NORTHEAST
SCALE: 3/64" = 1'-0"
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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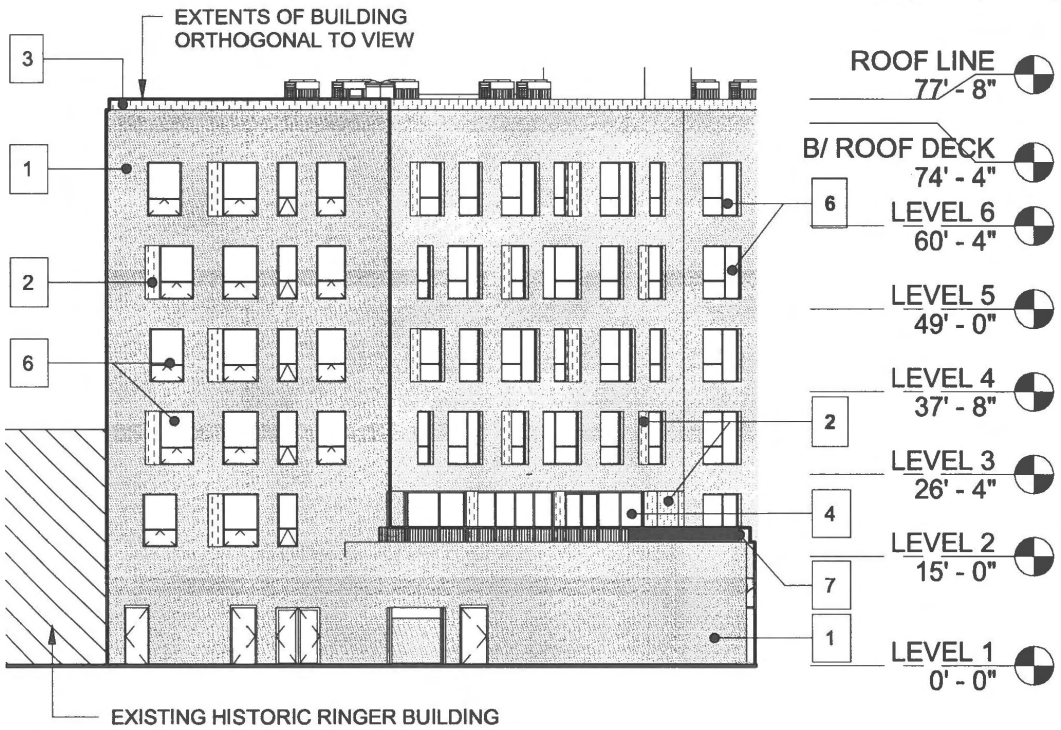



**MATERIAL KEY**

1. LIGHT COLORED MODULAR BRICK, 2.25" X 16" NOMINAL
2. COPPER COLOR METAL COMPOSITE MATERIAL
3. DARK GRAY PRE-FORMED ALUMINUM PANEL
4. STOREFRONT WINDOW SYSTEM
5. VERTICAL WINDOW WALL RIBBON WITH GLASS SPANDREL @ SLAB EDGE
6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL

**BUILDING ELEVATIONS - EAST**

SCALE: 3/64" = 1'-0"

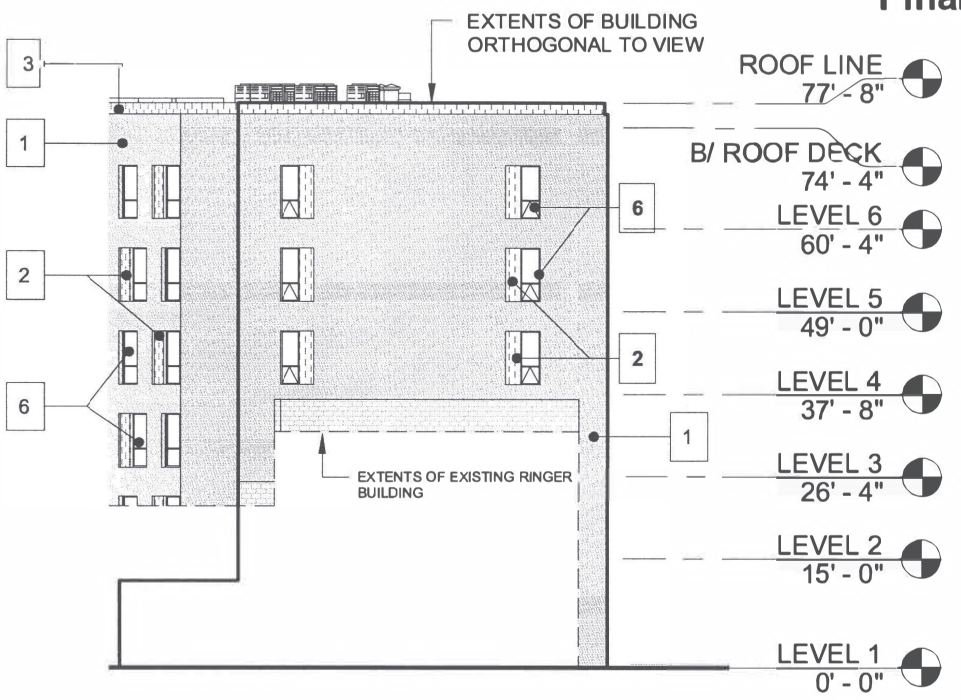
**APPLICANT:** THRIVE EXCHANGE, LLC

**ADDRESS:** 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION** SEPTEMBER 13, 2023
**PLAN COMMISSION:** NOVEMBER 16, 2023

**THRIVE EXCHANGE**
**PLANNED DEVELOPMENT APPLICATION**

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

**Final For Publication**




**MATERIAL KEY**

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6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL

**BUILDING ELEVATIONS - SOUTH**

SCALE: 3/64" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION** SEPTEMBER 13, 2023
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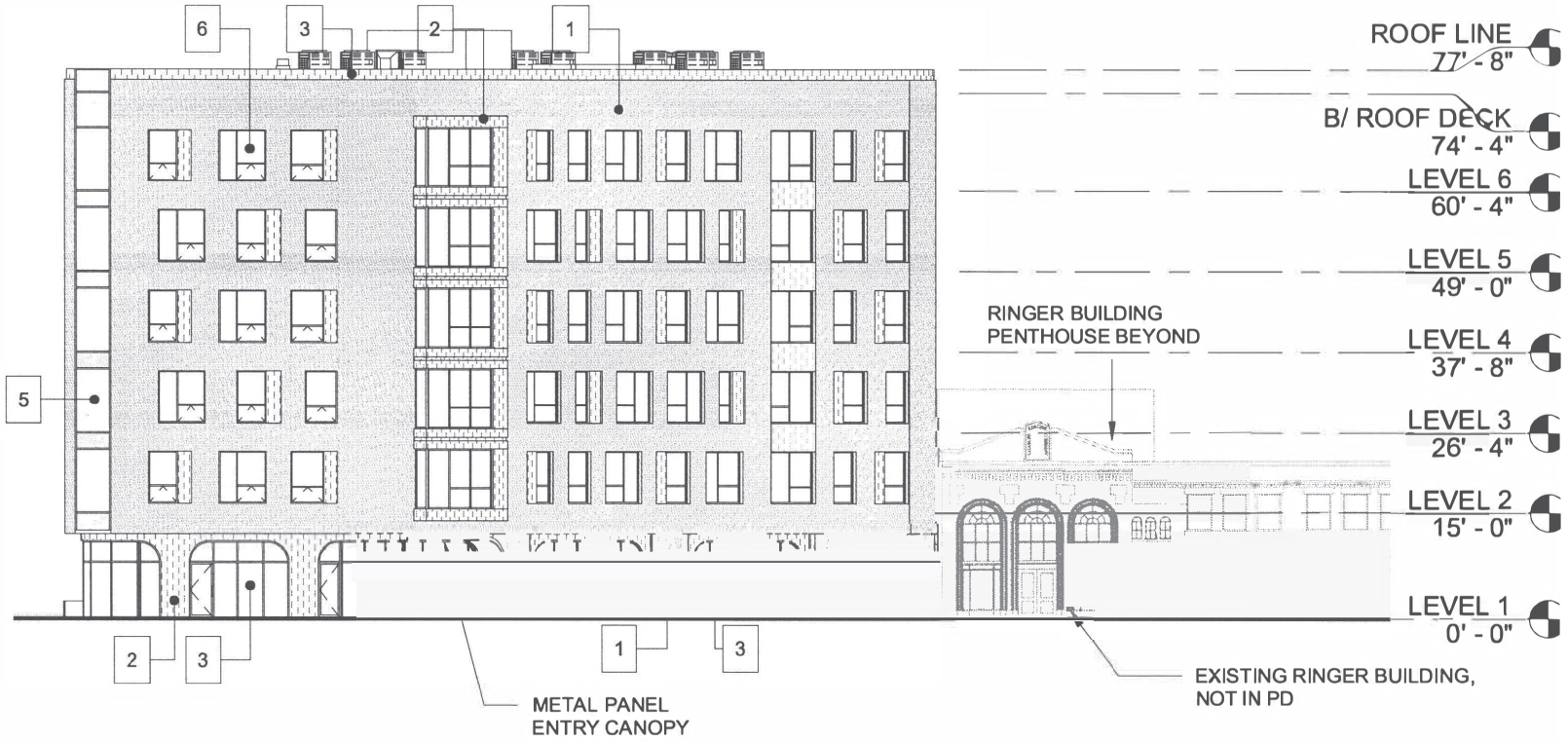


GROUND FLOOR, PEDESTRIAN FACING ELEVATION COMPLIES WITH CONNECTED COMMUNITIES WITH MINIMUM 60% TRANSPARENCY.

**MATERIAL KEY**

1. LIGHT COLORED MODULAR BRICK, 2.25" X 16" NOMINAL
2. COPPER COLOR METAL COMPOSITE MATERIAL
3. DARK GRAY PRE-FORMED ALUMINUM PANEL
4. STOREFRONT WINDOW SYSTEM
5. VERTICAL WINDOW WALL RIBBON WITH GLASS SPANDREL @ SLAB EDGE
6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL

**BUILDING ELEVATIONS - WEST**

SCALE: 3/64" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION**: SEPTEMBER 13, 2023
**PLAN COMMISSION**: NOVEMBER 16, 2023

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CHICAGO, IL 60601
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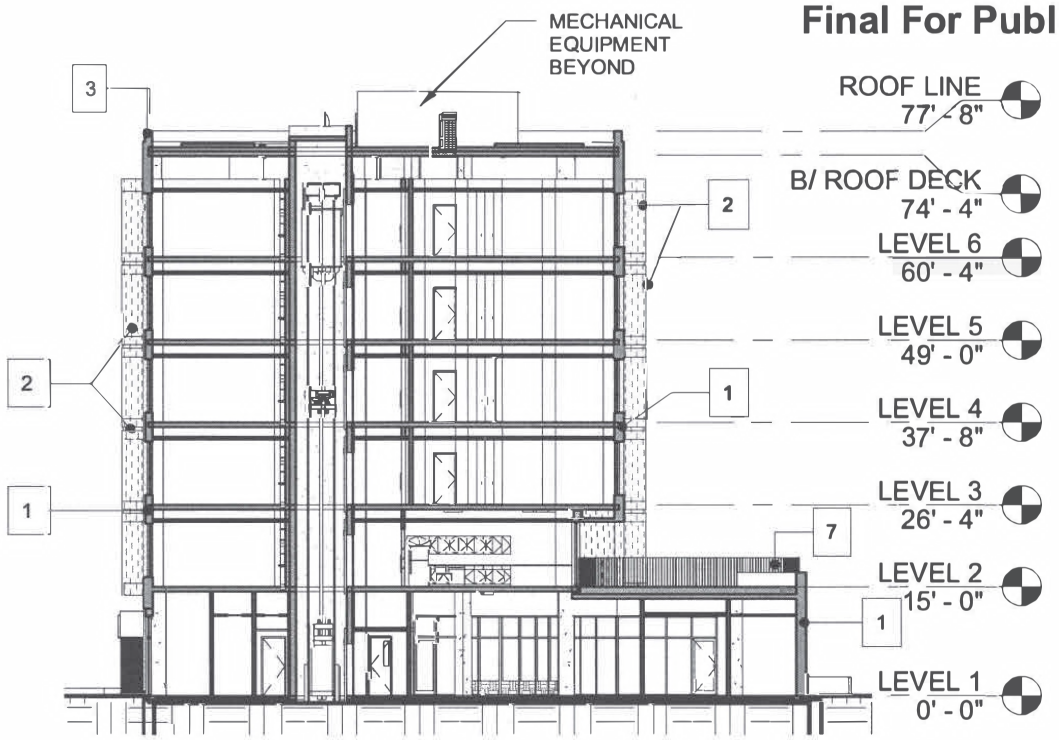


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2. COPPER COLOR METAL COMPOSITE MATERIAL
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5. VERTICAL WINDOW WALL RIBBON WITH GLASS SPANDREL @ SLAB EDGE
6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL

**BUILDING SECTION - LOOKING NORTH**

SCALE: 3/64" = 1'-0"

**APPLICANT:** THRIVE EXCHANGE, LLC

**ADDRESS:** 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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**THRIVE EXCHANGE**
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55 W WACKER DR, STE 600C
CHICAGO, IL 60601
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**Final For Publication**




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6. uPVC WINDOW, STEEL REINFORCED
7. METAL SPINDLE GUARDRAIL

**BUILDING SECTION - LOOKING EAST**

SCALE: 3/64" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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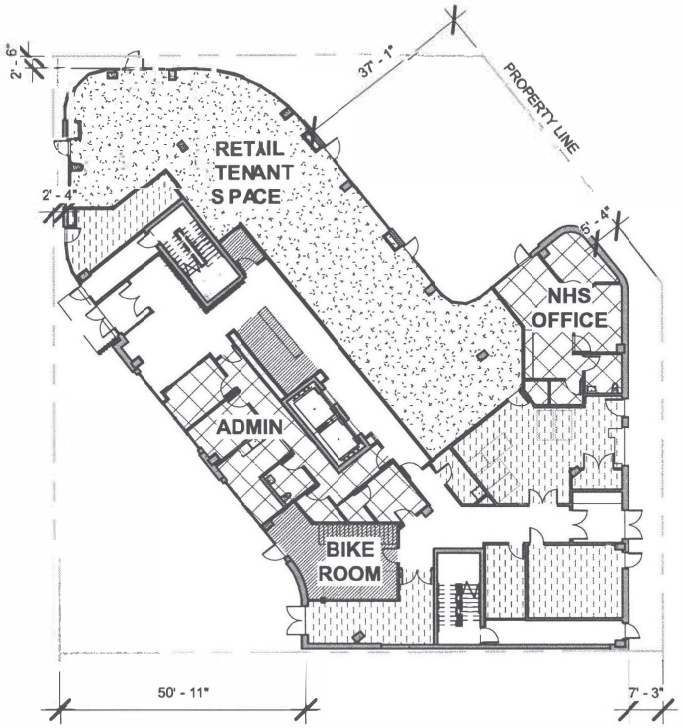
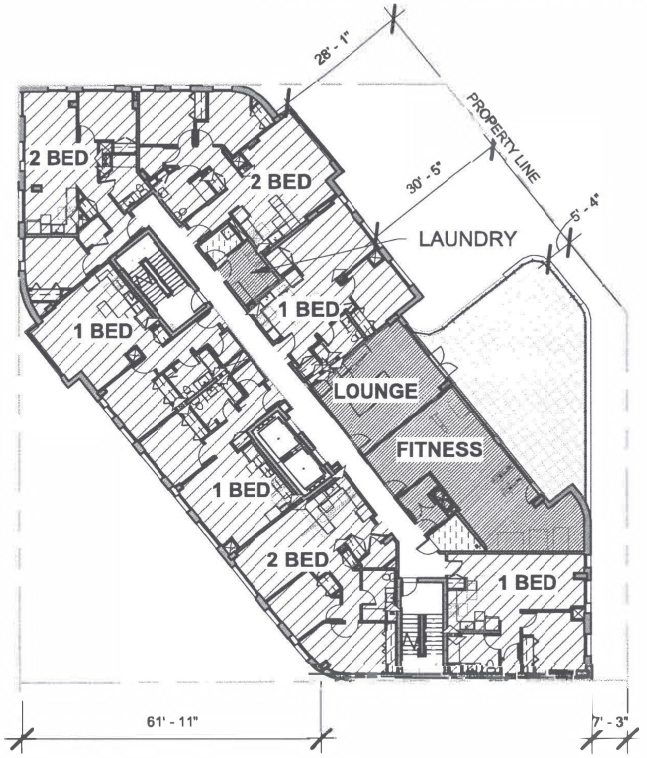



LEVEL 1




LEVEL 2

**LEGEND**

| | | |
|---|---|---|
| RESIDENTIAL UNIT 6,140 SF | RESIDENT AMENITY SPACE 1,995 SF | BACK OF HOUSE 2,059 SF |
| ADMIN & OFFICE 1,561 SF | COMMERCIAL TENANT SPACE 2,976 SF | |

**FLOOR PLANS - LEVELS 1 & 2**

SCALE: 1/32" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION**: SEPTEMBER 13, 2023
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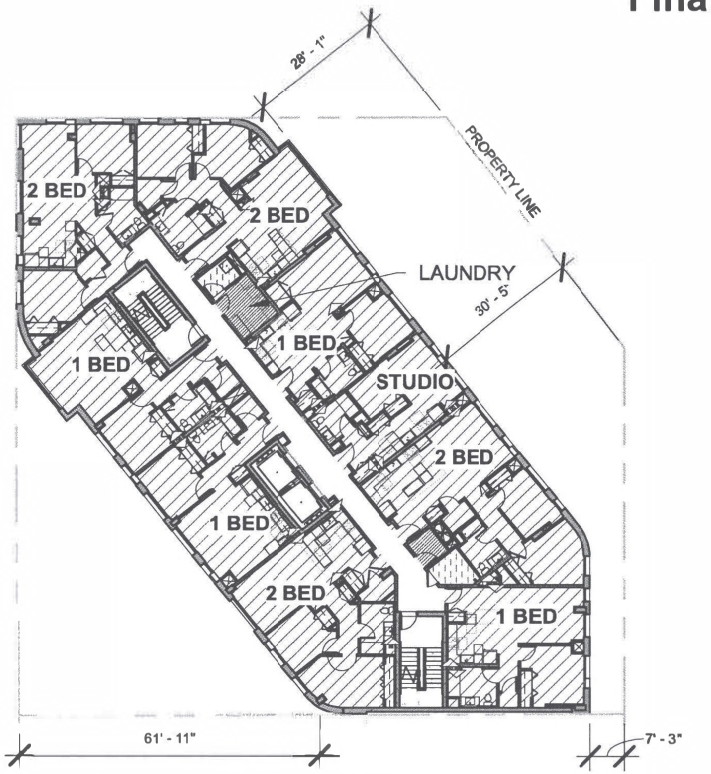


TYPICAL RESIDENTIAL FLOOR

**LEGEND**

| | | |
|---|---|---|
| RESIDENTIAL UNIT 7,659 SF | RESIDENT AMENITY SPACE 155 SF | BACK OF HOUSE 114 SF |
| ADMIN & OFFICE N/A | COMMERCIAL TENANT SPACE N/A | |

**FLOOR PLANS - LEVEL 3-6**

SCALE: 1/32" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION**: SEPTEMBER 13, 2023
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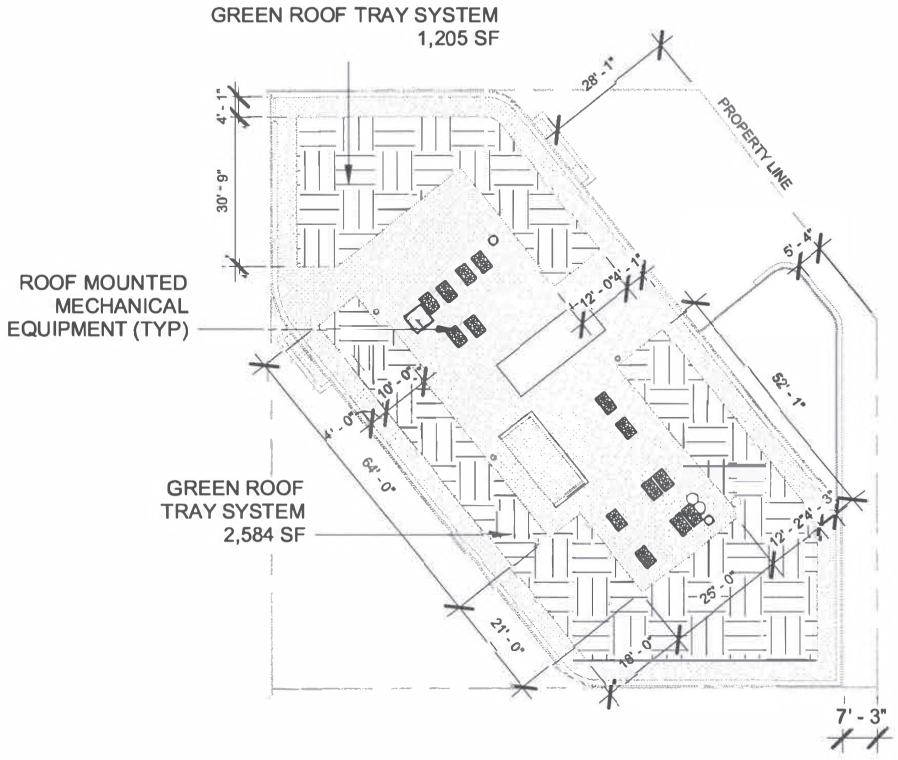


8,635 SF UNOCCUPIED ROOFTOP WITH 44%OF AREA DEDICATED TO INTENSIVE GREEN ROOF TRAY SYSEM

**ROOF PLAN**

SCALE: 1/32" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION** SEPTEMBER 13, 2023
**PLAN COMMISSION**: NOVEMBER 16, 2023

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**PLANNED DEVELOPMENT APPLICATION**

KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920

## Final For Publication




**EXCHANGE STREETSCAPE**

SCALE: 3/64" = 1'-0"

**APPLICANT**: THRIVE EXCHANGE, LLC

**ADDRESS**: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
**DATE OF INTRODUCTION**: SEPTEMBER 13, 2023
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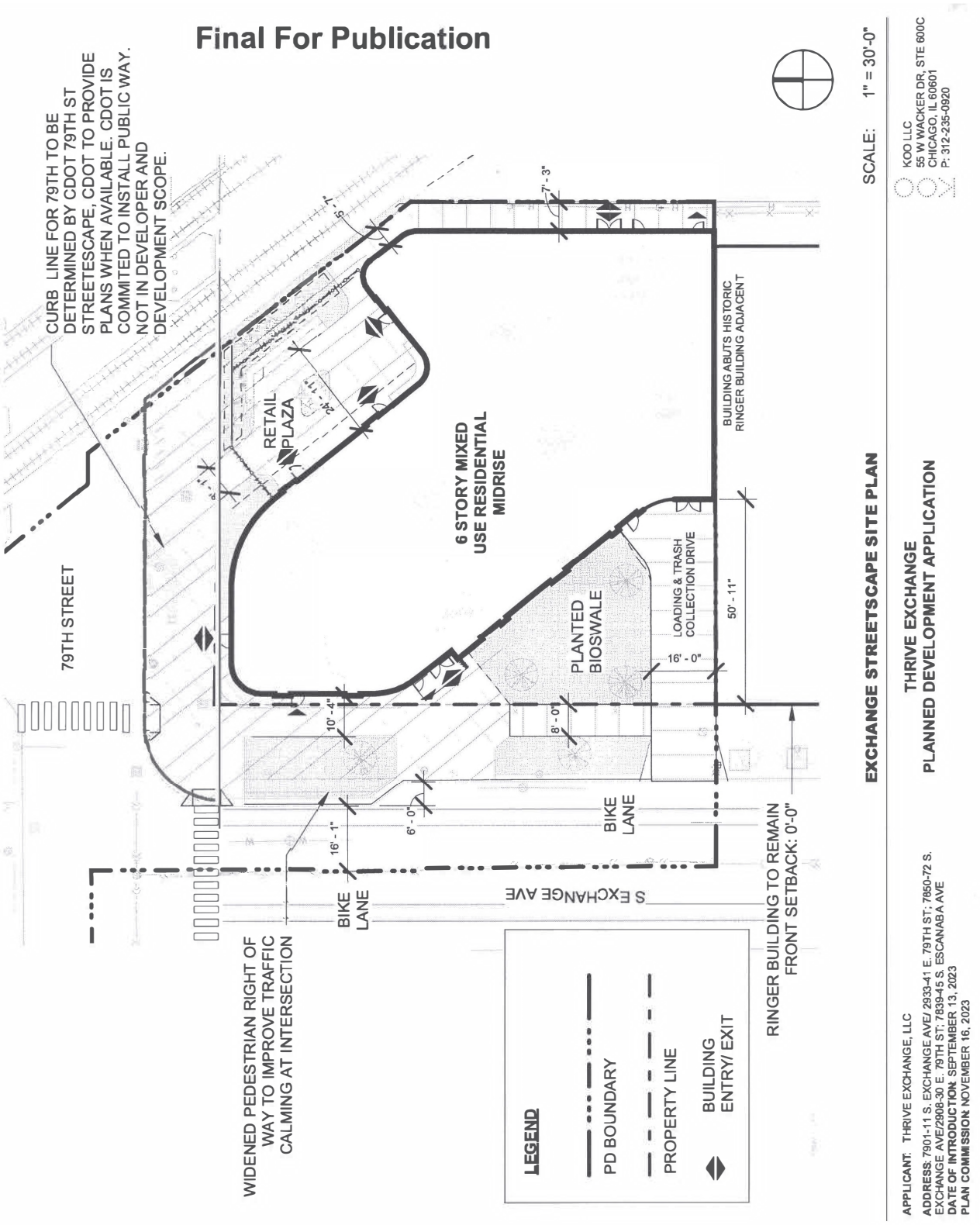
Final For Publication
CURB LINE FOR 79TH TO BE DETERMINED BY CDOT 79TH ST STREETESCAPE, CDOT TO PROVIDE PLANS WHEN AVAILABLE. CDOT IS COMMITED TO INSTALL PUBLIC WAY. NOT IN DEVELOPER AND DEVELOPMENT SCOPE.
79TH STREET
RETAIL PLAZA
6 STORY MIXED USE RESIDENTIAL MIDRISE
BUILDING ABUTS HISTORIC RINGER BUILDING ADJACENT
PLANTED BIOSWALE
LOADING & TRASH COLLECTION DRIVE
50' - 11"
16' - 0"
10' - 4"
8' - 0"
6' - 0"
16' - 1"
BIKE LANE
BIKE LANE
S EXCHANGE AVE
WIDENED PEDESTRIAN RIGHT OF WAY TO IMPROVE TRAFFIC CALMING AT INTERSECTION
RINGER BUILDING TO REMAIN
FRONT SETBACK: 0'-0"
LEGEND
PD BOUNDARY
PROPERTY LINE
BUILDING ENTRY/ EXIT
EXCHANGE STREETSCAPE SITE PLAN
SCALE: 1" = 30'-0"
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
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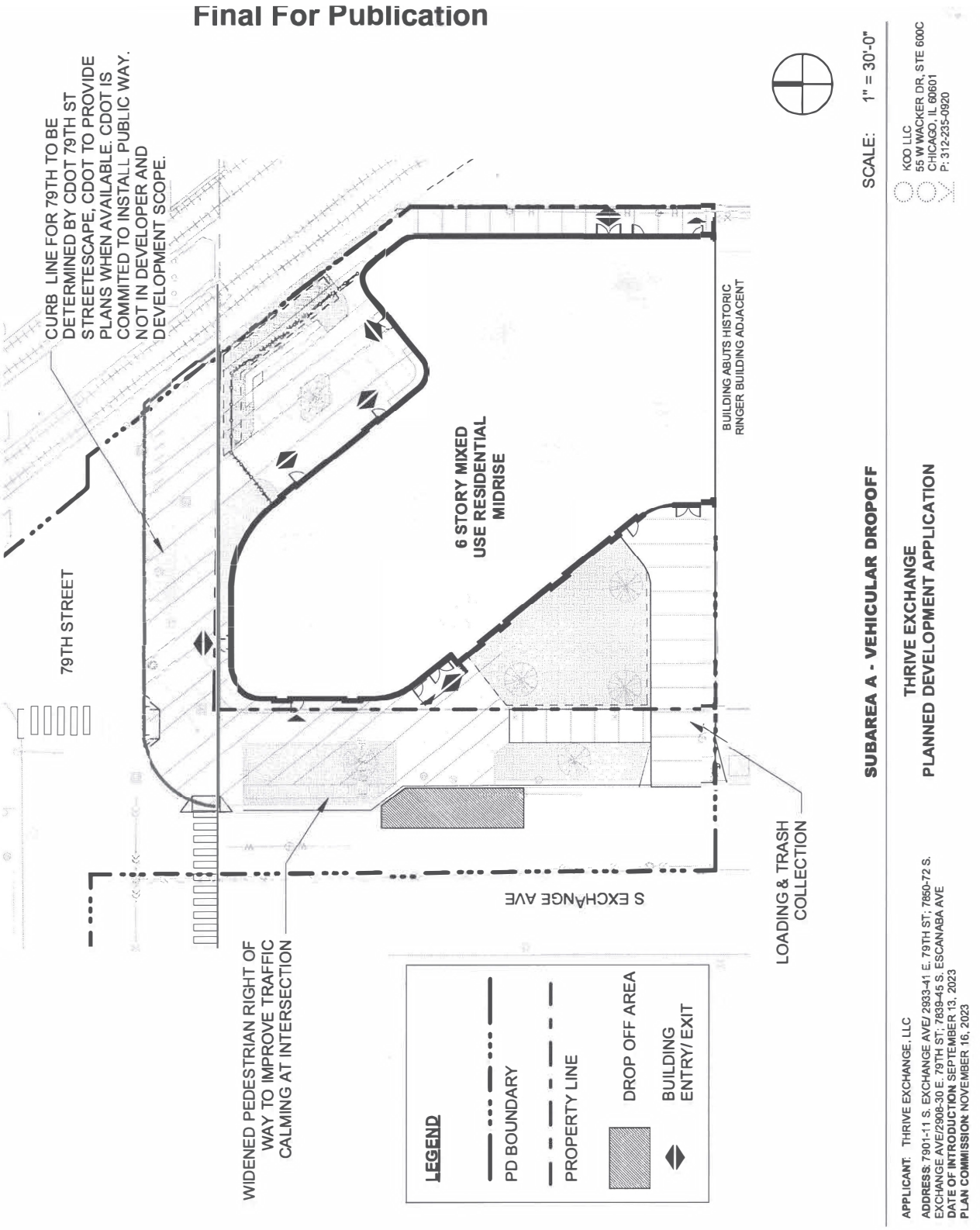
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S EXCHANGE AVE
WIDENED PEDESTRIAN RIGHT OF WAY TO IMPROVE TRAFFIC CALMING AT INTERSECTION
LOADING & TRASH COLLECTION
LEGEND
PD BOUNDARY
PROPERTY LINE
DROP OFF AREA
BUILDING ENTRY/ EXIT
SUBAREA A - VEHICULAR DROPOFF
SCALE: 1" = 30'-0"
THRIVE EXCHANGE
PLANNED DEVELOPMENT APPLICATION
KOO LLC
55 W WACKER DR, STE 600C
CHICAGO, IL 60601
P: 312-235-0920
APPLICANT: THRIVE EXCHANGE, LLC
ADDRESS: 7901-11 S. EXCHANGE AVE/ 2933-41 E. 79TH ST; 7850-72 S. EXCHANGE AVE/2908-30 E. 79TH ST; 7839-45 S. ESCANABA AVE
DATE OF INTRODUCTION: SEPTEMBER 13, 2023
PLAN COMMISSION: NOVEMBER 16, 2023

*Reclassification Of Area Shown On Map No. 20-B.*
(Application No. 22281)
(Common Address: 8301 -- 8303 S. South Shore Dr.)
[O2023-0004827]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and B3-1 Community Shopping District symbols and indications as shown on Map Number 20-B in an area bounded by:

East 83rd Street; the alley next east of and parallel to South South Shore Drive; a line 58.50 feet south of and parallel to East 83rd Street; and South South Shore Drive,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 20-G.*
(As Amended)
(Application No. A-8853)
(Common Address: 808 -- 820 W. 87th St.)
[SO2023-0004236]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping District and M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 20-G in the area bounded by:

South Vincennes Avenue; South Halsted Street; West 87th Street; and the easternmost right-of-way of the Chicago Rock Island and Pacific Railroad ~~South Summit Avenue~~,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

## ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

(Committee Meeting Held November 30, 2023)

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, December 13, 2023.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on November 30, 2023, the following items were passed by a majority of the members present:

Pages 1 through 8 contain various map amendments in the 2nd, 7th, 10th, 13th, 21st, 23rd, 25th, 26th, 27th, 29th, 32nd, 33rd, 36th, 37th, 38th, 43rd, 44th and 47th Wards.

Page 9 contains various large signs over 100 square feet in area and 24 feet above grade in the 6th, 7th, 11th, 12th, 22nd, 25th, 27th, 32nd, 42nd, 45th and 50th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

*2501 N. Damen Ave.*
(Permit No. 101031618)

[Or2023-0004796]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Vienna Beef Ltd.
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2501 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C3-3

DOB Sign Permit Application Number: 101031618

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 7 feet, 6 inches; height, 24 feet, 0 inches

   Total square feet in area: 180 feet, 1 inch
6. Height above grade: 1 foot, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North/South
8. Name of Sign Contractor/Erector: Elevate Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*2501 N. Damen Ave.*
(Permit No. 101031620)

[Or2023-0004792]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Vienna Beef Ltd.
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2501 North Damen Avenue, Chicago, Illinois 60647

Zoning District: C3-3

DOB Sign Permit Application Number: 101031620

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 7 feet, 6 inches; height, 24 feet, 0 inches

   Total square feet in area: 180 feet, 1 inch
6. Height above grade: 1 foot, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West/East
8. Name of Sign Contractor/Erector: Elevate Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*1357 N. Elston Ave.*

[Or2023-0004947]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Blue Star Properties
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1357 North Elston Avenue, Chicago, Illinois 60642

Zoning District: Planned Development Number 1493

DOB Sign Permit Application Number: 101030248

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 48 feet, 0 inches; height, 11 feet, 2 inches

   Total square feet in area: 536 feet, 0 inches
6. Height above grade: 49 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Flashtric

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*800 W. Fulton Market.*
(Permit No. 101036339)

[Or2023-0005668]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Deere and Company
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 800 West Fulton Market, Chicago, Illinois 60607

Zoning District: Planned Development Number 1445

DOB Sign Permit Application Number: 101036339

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1863488
5. Dimensions: length, 16 feet, 3 inches; height, 4 feet, 6 inches

   Total square feet in area: 48 feet, 0 inches
6. Height above grade: 35 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*800 W. Fulton Market.*
(Permit No. 101036340)

[Or2023-0005669]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Deere and Company
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 800 West Fulton Market, Chicago, Illinois 60607

Zoning District: Planned Development Number 1445

DOB Sign Permit Application Number: 101036340

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, 3 inches; height, 4 feet, 6 inches

   Total square feet in area: 48 feet, 0 inches
6. Height above grade: 35 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: All Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*10 E. Grand Ave.*
(Permit No. 101029843)

[Or2023-0005746]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RN120 Company LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101029843

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: __X__
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1861484
5. Dimensions: length, 8 feet, 0 inches; height, 8 feet, 0 inches

   Total square feet in area: 64 feet, 0 inches
6. Height above grade: 43 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: All American Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*10 E. Grand Ave.*
(Permit No. 101029974)

[Or2023-0005743]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RN120 Company LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101029974

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: __X__
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1861484
5. Dimensions: length, 8 feet, 0 inches; height, 8 feet, 0 inches

   Total square feet in area: 64 feet, 0 inches
6. Height above grade: 43 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: All American Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*10 E. Grand Ave.*
(Permit No. 101029976)

[Or2023-0005744]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RN120 Company LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101029976

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: __X__
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1861484
5. Dimensions: length, 8 feet, 0 inches; height, 8 feet, 0 inches

   Total square feet in area: 64 feet, 0 inches
6. Height above grade: 48 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All American Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*10 E. Grand Ave.*
(Permit No. 101029985)

[Or2023-0005745]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RN120 Company LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 10 East Grand Avenue, Chicago, Illinois 60654

Zoning District: Planned Development Number 124

DOB Sign Permit Application Number: 101029985

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1861484
5. Dimensions: length, 8 feet, 0 inches; height, 8 feet, 0 inches

   Total square feet in area: 64 feet, 0 inches
6. Height above grade: 38 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All American Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3207 S. Halsted St.*

[Or2023-0005555]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: JunShang Liu
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3207 South Halsted Street, Chicago, Illinois 60608

Zoning District: B-2

DOB Sign Permit Application Number: 101033940

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1865470
5. Dimensions: length, 3 feet, 9 inches; height, 10 feet, 10 inches

   Total square feet in area: 41 feet, 0 inches
6. Height above grade: 16 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Monsibic, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*6374 N. Lincoln Ave.*
(Permit No. 101033787)

[Or2023-0004970]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Refuah Health
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 6374 North Lincoln Avenue, Chicago, Illinois 60659

Zoning District: B1-2

DOB Sign Permit Application Number: 101033787

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1875870
5. Dimensions: length, 11 feet, 0 inches; height, 14 feet, 6 inches

   Total square feet in area: 160 feet, 0 inches
6. Height above grade: 59 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Aurora Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*6374 N. Lincoln Ave.*
(Permit No. 101033789)

[Or2023-0004914]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Refuah Health
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 6374 North Lincoln Avenue, Chicago, Illinois 60659

Zoning District: B1-2

DOB Sign Permit Application Number: 101033789

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1875870
5. Dimensions: length, 11 feet, 0 inches; height, 14 feet, 6 inches

   Total square feet in area: 160 feet, 0 inches
6. Height above grade: 59 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Aurora Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3936 N. Milwaukee Ave.*
(Permit No. 101037321)

[Or2023-0006079]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Advocate Medical Group
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3936 North Milwaukee Avenue, Chicago, Illinois 60641

Zoning District: B3-2

DOB Sign Permit Application Number: 101037321

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 45 feet, 11 inches; height, 5 feet, 0 inches

   Total square feet in area: 230 feet, 0 inches
6. Height above grade: 32 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North/West
8. Name of Sign Contractor/Erector: Van Bruggen Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3936 N. Milwaukee Ave.*
(Permit No. 101037323)

[Or2023-0006080]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Advocate Medical Group
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3936 North Milwaukee Avenue, Chicago, Illinois 60641

Zoning District: B3-2

DOB Sign Permit Application Number: 101037323

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 45 feet, 11 inches; height, 5 feet, 0 inches

   Total square feet in area: 230 feet, 0 inches
6. Height above grade: 32 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North/East
8. Name of Sign Contractor/Erector: Van Bruggen Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*150 E. Ontario St.*
(Permit No. 101018223)

[Or2023-0005740]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RIU Plaza Chicago Hotel
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 150 East Ontario Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 1513

DOB Sign Permit Application Number: 101018223

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1823802
5. Dimensions: length, 2 feet, 0 inches; height, 14 feet, 0 inches

   Total square feet in area: 28 feet, 0 inches
6. Height above grade: 36 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*150 E. Ontario St.*
(Permit No. 101018225)

[Or2023-0005742]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: RIU Plaza Chicago Hotel
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 150 East Ontario Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 1513

DOB Sign Permit Application Number: 101018225

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 19 feet, 8.75 inches; height, 8 feet, 0 inches

   Total square feet in area: 157 feet, .83 inches
6. Height above grade: 328 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*7601 S. State St.*

[Or2023-0006075]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Citgo Petroleum
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 7601 South State Street, Chicago, Illinois 60619

Zoning District: M1-2

DOB Sign Permit Application Number: 101033270

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 12 feet, 0 inches; height, 12 feet, 0 inches

   Total square feet in area: 144 feet
6. Height above grade: 86 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Jas. D. Ahern Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3228 S. Wood St.*

[Or2023-0004953]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: GXSR LLC 3228 South Wood Series
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3228 South Wood Street, Chicago, Illinois 60608

Zoning District: M1-2

DOB Sign Permit Application Numbers: 101032970 and 101032967

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 24 feet, 0 inches; height, 5 feet, 0 inches

   Total square feet in area: 120 feet, 0 inches
6. Height above grade: 12 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Southeast (Archer Avenue) East (Wood Street)
8. Name of Sign Contractor/Erector: Blue Moon Graphics

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3045 W. 26th St.*
(Permit No. 101023910)

[Or2023-0004972]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Walgreens
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3045 West 26th Street, Chicago, Illinois 60623

Zoning District: C1-2

DOB Sign Permit Application Number: 101023910

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1842803
5. Dimensions: length, 25 feet, 2 inches; height, 5 feet, 7 inches

   Total square feet in area: 128 feet, 0 inches
6. Height above grade: 21 feet, 7 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3045 W. 26th St.*
(Permit No. 101023914)

[Or2023-0004971]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Walgreens
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3045 West 26th Street, Chicago, Illinois 60623

Zoning District: C1-2

DOB Sign Permit Application Number: 101023914

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 25 feet, 2 inches; height, 5 feet, 7 inches

   Total square feet in area: 128 feet, 0 inches
6. Height above grade: 21 feet, 7 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*3315 W. 26th St.*

[Or2023-0005646]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Paws Chicago
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3315 West 26th Street, Chicago, Illinois 60623

Zoning District: C1-3

DOB Sign Permit Application Number: 101035722

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1881537
5. Dimensions: length, 42 feet, 0 inches; height, 5 feet, 2 inches

   Total square feet in area: 217 feet
6. Height above grade: 29 feet, 2 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): _____
8. Name of Sign Contractor/Erector: Kdn Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*2425 E. 71st St.*

[Or2023-0005721]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: South Shore Rehabilitation
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2425 East 71st Street, Chicago, Illinois 60649

Zoning District: Planned Development Number 592

DOB Sign Permit Application Number: 101033052

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 25 feet, 0 inches; height, 15 feet, 0 inches

   Total square feet in area: 375 feet, _____ inches
6. Height above grade: 47 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Liberty Flag & Banner

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

## *AGREED CALENDAR.*

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

***THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:***

*CONGRATULATIONS EXTENDED TO BRENDA BOOKER ON RETIREMENT FROM OFFICE OF CHICAGO CITY CLERK.*

[R2023-0006097]

WHEREAS, Brenda Booker, a longtime public servant with the City of Chicago, is retiring from her role as a payment service representative on November 30, 2023, after three decades of dedicated service with the Office of the City Clerk; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Anna M. Valencia, City Clerk; and

WHEREAS, Brenda began her employment with the City of Chicago on June 21, 1993 with the Department of Finance as a word processing operator I; and

WHEREAS, Brenda began her employment with the Office of the City Clerk on February 1, 1999 in the City Council division as a personal computer operator II; and

WHEREAS, Brenda then transferred within the Office of the City Clerk to her current role as a payment service representative on April 1, 2004; and

WHEREAS, Having worked during the administrations of five Chicago city clerks and four Chicago mayors, Brenda remained steadfast in her efforts throughout the many changes to the Office of the City Clerk over the years; and

WHEREAS, Brenda took pride in her work and consistently provided diligent, efficient customer service; and

WHEREAS, Over the years, Brenda's attentiveness and devotion to the residents of Chicago helped her build long-standing relationships with the residents of Chicago; and

WHEREAS, Brenda was widely regarded among her City Clerk colleagues as honest, hardworking and always willing to chip in; and

WHEREAS, Brenda was passionate about her work even on the busiest days, and will always be known for her knowledge, kindness, and reliability; and

WHEREAS, Brenda will be missed by her friends and colleagues throughout the departments and offices of the City of Chicago; now, therefore,

*Be It Resolved,* That we, City Clerk Anna M. Valencia and the Office of the City Clerk of Chicago, gathered here this 13th day of December 2023, do hereby express our sincere appreciation to Brenda Booker for her outstanding service to the City of Chicago, and extend to her our very best wishes for a wonderful retirement, continued happiness, and good fortune as she begins this new chapter in her life; and

*Be It Further Resolved,* That a suitable copy of this resolution be prepared and presented to Brenda Booker.

---

*Presented By*

***ALDERPERSON HOPKINS (2nd Ward):***

*COMMEMORATION OF 350TH ANNIVERSARY OF JOLLIET AND MARQUETTE'S 1673 EXPEDITION.*

[R2023-0006334]

WHEREAS, 2023 marks the 350th anniversary of the historic expedition of two canoes -- led by Louis Jolliet and Pere Jacques Marquette -- through the Great Lakes region, before traveling down the Mississippi River, up the Illinois River and ultimately crossing the Chicago Portage and following the Chicago River to its mouth at Lake Michigan; and

WHEREAS, Escorted by a Kaskaskia guide, the expedition spent several days surveying the land that would become Chicago, where Marquette charted a map of the area and Jolliet noted two portages -- one connecting to the Des Plaines River and one connecting directly to Lake Michigan; and

WHEREAS, Jolliet would be the first person to recognize the profound implication for this site if a direct maritime link were developed between the Gulf of St. Lawrence and the Gulf of Mexico; and

WHEREAS, In 1848, Jolliet's vision was realized with the completion of the Illinois and Michigan Canal, shifting the center of North American trade to the City of Chicago, a mere six decades after its settlement by Jean Baptiste Pointe du Sable, and only 11 years after the city's incorporation; and

WHEREAS, The 1673 Expedition led by Jolliet and Marquette laid the groundwork for not only du Sable's settlement a century later, but the vision and conditions that would turn this "Paris on the Prairie" into a key crossroads of travel, commerce and exchange; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby designate 2023 as a year of commemoration of the 1673 Expedition, and honor Louis Jolliet and Pere Jacques Marquette, whose innovative, open and dynamic vision played an integral part of the history of our great city; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the French Heritage Society in commemoration of the 350th anniversary of the 1673 Expedition led by Louis Jolliet and Pere Jacques Marquette.

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*Presented By*

***ALDERPERSON HARRIS (8th Ward):***

*TRIBUTE TO LATE KENNETH J. BROWN.*

[R2023-0006214]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Kenneth J. Brown, an outstanding citizen of the City of Chicago, to his everlasting reward and returned to the heavenly realm on November 17, 2023; and

WHEREAS, This august Chicago City Council body has been informed of his passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Kenneth J. Brown was born on October 8, 1977 in Chicago, Illinois to parents Kenneth Mays and Brenda Brown; and

WHEREAS, Kenneth attended Alexander Dumas Elementary School, graduated from Gillespie Elementary School and attended Hirsch High School. He later attended truck driving school in Michigan City. Kenneth worked for the railroad for a short while in 2013 and later was employed as a construction worker until his illness; and

WHEREAS, Fatherhood began in 1994 when his oldest, Kenneth, Jr., was born. Later in the years, he fathered three more children, Deontae, Diamond and Kendale; and

WHEREAS, Kenneth's first love was baseball. He played for Jackie Robinson West where he was MVP. He was a great cook, a grill master. Everything he did he excelled in; and

WHEREAS, Kenneth had a great love for fashion, and he was a collector of gym shoes (NIKE WAS HIS THING); and

WHEREAS, In 2020, Kenneth was diagnosed with cancer. Kenneth (Soldier Boy) fought a good fight. He made his transition on November 17, 2023 at 11:40 P.M., with his mother by his side; and

WHEREAS, Kenny leaves to cherish his memory his loving parents, Kenneth Mays and Brenda Brown; four children, Kenneth, Jr., Deontae, his only daughter, Diamond, and his baby boy, Kendale; five grandchildren, Khalia, Ma'lanie, Kali, Ezekeal and Furious; two sisters, Aqueta and Kennetha; second mom, Beverly Griffin; and a host of aunties, uncles, friends and a HUGE brotherhood; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Kenneth and extend to his family our sincere condolences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mr. Kenneth J. Brown.

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*TRIBUTE TO LATE ESTELLE HARRIS-WHALEY.*

[R2023-0006213]

WHEREAS, Estelle Harris-Whaley was born to the union of Bennie and Clara (Chancy) Harris on November 14, 1939 in Carrolton, Alabama. Blessed to be the seventh of ten children, four preceded her in death: Johnny Lee, Ailline, Lonzie and Cleveland, Jr.; and

WHEREAS, Born into a hardworking family in rural Alabama, working alongside her parents as sharecroppers was a way of life that instilled a strong family work ethic. Watching her mom create hearty meals from farm to table created the foundation for Estelle to become a stellar cook, managing the kitchen with expertise; and

WHEREAS, She often spoke of the struggles yet rewards of growing up in "Bama". She played around with her siblings yet endured the fright of having a burning cross erected at the crossroad near her home. Returning to Alabama in the summers brought her great joy, bonding closely with her nieces and nephews; and

WHEREAS, As a young girl, Estelle attended Pilgrim Baptist Church with her mom. From the mourning bench, Estelle answered the call of salvation, accepting Jesus Christ as her Lord and Savior; for the 84 years of her life, God was her everything. Psalm 23 was her favorite Scripture; she recited it often; and

WHEREAS, In 1960, Estelle graduated from the Pickens County Training School and, after losing her mom, hopped a Greyhound later that year, making her way to Chicago and joining her other siblings living in the big city. She immediately began establishing friendships and working to foster a new beginning, taking continued education courses; and

WHEREAS, In 1962, she met and married the love of her life, her lifelong partner of 61 years, Jeffery T. Whaley. To their union, her two children were born, Melanie and Jeffery, Jr. A young mom, she showered her babies with love, giving the best possible, working hard to provide them with a parochial education. She was a hands-on, devoted mom, from being the "playground mom" at Resurrection and attending Jeff, Jr.'s basketball games at St. Joseph, to walking in the Trinity Walk-a-Thon with Mel; and

WHEREAS, Her work life was vast, including working at Spiegel Catalog House, the United States Postal Service and as a school bus driver for special needs children. However, her work life became fulfilled when she joined alongside her husband in their janitorial business, JW High-Tech Maintenance. Rising in the wee hours of the morning to travel far north to clean office buildings, her life as a wife and mother took on new meaning, allowing the family to move from a two-bedroom apartment on the West Side of Chicago to a cozy home of 44 years; and

WHEREAS, In 1980, she joined Broadview Baptist Church under the pastorship of Clarence Hopson, laboring there for 23 years. In 2003, she decided to change her membership, joining her husband and children at Rock of Ages Baptist Church under the pastorship of Marvin E. Wiley. Serving on the Outreach Ministry, she loved serving those in need, pulling up to their door in her Beetle hand delivering groceries. Estelle was a generous giver. The gift of encouragement and help, she would give the shirt off her back and always a comforting word to anyone in need; and

WHEREAS, With the buzzing spirit of entrepreneurship, she and her hubby created Britches Unlimited in Maywood in the early 80s, selling men's and women's designer denim.

The business was the catalyst to delve into the retail world. She later worked alongside her husband at Whaley's Fish & Shrimp, a family-owned restaurant of 12 years; and

WHEREAS, Estelle's greatest work-life accomplishment was the creation of Essential Elements-Chicago. Working alongside Melanie and spanning three decades allowed her to meet amazing women and bring her fashion insight to many. Her style was iconic; customers trusted her and wanted "Stelle's" look. She would often boast about getting women off department store racks by introducing them to eclectic and unique fashion options; and

WHEREAS, Once her husband retired, she stepped back as Mel took the helm to grow the business exponentially. How proud she was to see the creation of a website allowing Essential Elements to ship to women worldwide. Estelle treasured and fostered many relationships; customers became friends, travel buddies and spiritual sisters; and

WHEREAS, Estelle leaves to cherish her life her dear husband, Jeffery, Sr.; daughter, Melanie, and son, Jeffery, Jr. (Lisa); grandsons, Jeffery, III (Nakendra), Joshua and Elijah; great-grandchildren, Jeremiah and Braelynn; brothers, Marvin (Teresa), James, Robert and Bobby (Jacqueline); two lifelong friends, Carolean Blackmon (Indiana) and Margaret Woodall (New Jersey); and a plethora of nieces, nephews and dear friends; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Estelle and extend to her family our sincere condolences; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Estelle Harris-Whaley.

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*CONGRATULATIONS EXTENDED TO WILLIAM GORDON ON 80TH BIRTHDAY.*
[R2023-0006206]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mr. William "Bill" Gordon in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mr. William "Bill" Gordon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mr. William "Bill" Gordon belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th day of December 2023, do hereby congratulate Mr. William "Bill" Gordon on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mr. William "Bill" Gordon for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. William "Bill" Gordon in honor of his 80th birthday as a token of our esteem and good wishes.

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*Presented By*

***ALDERPERSON QUINN (13th Ward):***

*TRIBUTE TO LATE LISA M. GRACZYK.*

[R2023-0006150]

WHEREAS, God, in His infinite wisdom, has called Lisa M. Graczyk to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Lisa M. Graczyk (nee Andretich) passed into eternal life at the age of 58. Beloved wife of John A. Graczyk; loving mother of Victoria and Elizabeth Graczyk; devoted daughter of the late Mary "Ginny" and George Andretich; cherished sister of Sue (Lee) Glover, Michael (Sandra) Andretich and Nicholas (Demitra) Andretich; dear daughter-in-law of Margaret and the late Richard Graczyk; dearest sister-in-law of Janet (Kenneth) Dorencz; and fond aunt of many nieces and nephews; and

WHEREAS, Lisa M. Graczyk leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th day of December 2023, hereby express our sorrow on the death of Lisa M. Graczyk and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy be presented to the family of Lisa M. Graczyk.

*TRIBUTE TO LATE MARY A. MISTARZ.*

[R2023-0006151]

WHEREAS, God, in His infinite wisdom, has called Mary A. Mistarz to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Mary A. Mistarz passed away shortly after her 100th birthday. Mary was the beloved wife of the late Stanley Mistarz; loving mother of Melvin Mistarz (Guadalupe Gomez) and Maryann (Stanley) Staron; cherished grandmother of Michael and Eric Batzel; and great-grandmother of Ava Batzel. She was preceded in death by four brothers and four sisters. Fond aunt, cousin and dear friend of many; and

WHEREAS, Mary A. Mistarz leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th day of December 2023, hereby express our sorrow on the death of Mary A. Mistarz and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy be presented to the family of Mary A. Mistarz.

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*TRIBUTE TO LATE SUSAN MARIE SOMMERFIELD.*

[R2023-0006149]

WHEREAS, God, in His infinite wisdom, has called Susan Marie Sommerfield to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Susan Marie Sommerfield, age 72, of Oak Forest, Illinois, passed away peacefully on Thursday, October 26, 2023 surrounded by loved ones; and

WHEREAS, Susan "Sue" was born on March 7, 1951 to late parents Ralph Schimanski and Margaret (nee Abertusiak) in Chicago, Illinois. Sue was predeceased by her brother, Robert, who passed away last year; and

WHEREAS, Sue graduated from Visitation High School in 1969 and went on to study education at Chicago State University. She received her Bachelor of Science degree in

education and Master of Science degree in special education. Sue began her first job at St. Bernard's Elementary School (Chicago), kick-starting a multi-year career in education; and

WHEREAS, In 1971, Sue met Tom through mutual friends and they married in 1975. Tom and Sue went on to have two children, Kate (Brad Hare) and Megan (Josh Brown). Sue was an active member of the Oak Forest community and volunteered much of her time to Fierke Elementary School's PTA. She served as PTA president and led many school and fundraising events, including Market Day, Fun Fair and Teacher Appreciation Week. Sue was also very involved at St. Damian Parish. She spent over 25 years as a catechist and grade level instructor for first grade and volunteered many hours helping run the annual rummage sale. You could often find Sue working out at the community gym or walking with friends from the neighborhood. She was a familiar face to many. To know Sue was to love her; and

WHEREAS, Sue will be remembered for being a doting and present 'Nono' to her seven grandchildren: Adelaide (15), Jackson (13), Lakelyn (10), Beau (9), Georgia (8), Millie (6) and Oakley (4); loving mom to daughters Kate and Megan; devoted wife to Tom; thoughtful mother-in-law to Brad and Josh; and loyal friend to her lifelong childhood friends: Claudia, Norine and Karen; and

WHEREAS, Sue was patient, helpful and kind. She had a knack for making others feel special and paying attention to detail. Sue will be fondly remembered and greatly missed by all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th day of December 2023, hereby express our sorrow on the death of Susan Marie Sommerfield and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy be presented to the family of Susan Marie Sommerfield.

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*CONGRATULATIONS EXTENDED TO DAVID ESTEBAN ON ACHIEVING RANK OF EAGLE SCOUT.*

[R2023-0006244]

WHEREAS, David Esteban, a member of the Boy Scouts of America Scout Troop 1439, was awarded Scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, David earned the rank of Eagle Scout on May 12, 2023; and

WHEREAS, For David's Eagle Scout service project, he built a platform for instructors at the Marine Leadership Academy; and

WHEREAS, David's Scouting experience goes far deeper than one project; he learned leadership skills that will carry throughout his life and career; and

WHEREAS, The rank of Eagle Scout is achieved by only two percent of young men who enroll in the Scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, David Esteban has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout board of review, certifying his worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby extend our heartiest congratulations to David Esteban on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to David Esteban.

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*CONGRATULATIONS EXTENDED TO ANTHONY SANTIAGO ON ACHIEVING RANK OF EAGLE SCOUT.*

[R2023-0006228]

WHEREAS, Anthony Santiago, a member of the Boy Scouts of America Scout Troop 1439, was awarded Scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Anthony earned the rank of Eagle Scout on June 7, 2023; and

WHEREAS, For Anthony's Eagle Scout service project, he restored an abandoned playground at United Methodist Church at 4356 South Union Avenue; and

WHEREAS, Anthony's Scouting experience goes far deeper than one project; he learned leadership skills that will carry throughout his life and career; and

WHEREAS, The rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Anthony Santiago has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout board of review, certifying his worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby extend our heartiest congratulations to Anthony Santiago on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Anthony Santiago.

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*CONGRATULATIONS EXTENDED TO ISAAC SANTIAGO ON ACHIEVING RANK OF EAGLE SCOUT.*

[R2023-0006233]

WHEREAS, Isaac Santiago, a member of the Boy Scouts of America Scout Troop 1439, was awarded Scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Isaac earned the rank of Eagle Scout on June 7, 2023; and

WHEREAS, For Isaac's Eagle Scout service project, he built two equipment drying stations for the Forest View Fire Department; and

WHEREAS, Isaac's Scouting experience goes far deeper than one project; he learned leadership skills that will carry throughout his life and career; and

WHEREAS, The rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Isaac Santiago has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout board of review, certifying his

worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby extend our heartiest congratulations to Isaac Santiago on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Isaac Santiago.

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*Presented By*

***ALDERPERSON LOPEZ (15th Ward):***

*CONGRATULATIONS EXTENDED TO RONNIE ADAMS ON 75TH BIRTHDAY.*
[R2023-0006329]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronnie Adams in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Ronnie Adams on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronnie Adams has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Ronnie Adams on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Ronnie Adams for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Ronnie Adams in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO GEORGE ALTMAN ON 70TH BIRTHDAY.*

[R2023-0006309]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to George Altman in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to George Altman on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, George Altman has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate George Altman on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to George Altman for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to George Altman in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO INOCENTE ALVARADO ON 70TH BIRTHDAY.*

[R2023-0006314]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Inocente Alvarado in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Inocente Alvarado on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Inocente Alvarado has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Inocente Alvarado on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Inocente Alvarado for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Inocente Alvarado in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARTIN ARGUIJO-ALONSO ON 75TH BIRTHDAY.*

[R2023-0006287]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Martin Arguijo-Alonso in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Martin Arguijo-Alonso on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Martin Arguijo-Alonso has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Martin Arguijo-Alonso on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Martin Arguijo-Alonso for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Martin Arguijo-Alonso in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MARY AVILA ON 65TH BIRTHDAY.*
[R2023-0006325]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Avila in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Mary Avila on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary Avila now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Mary Avila on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Mary Avila for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Mary Avila in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO BETTY BAINES ON 70TH BIRTHDAY.*
[R2023-0006265]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Betty Baines in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Betty Baines on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Betty Baines has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Betty Baines on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Betty Baines for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Betty Baines in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOHN BROWN ON 75TH BIRTHDAY.*

[R2023-0006281]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Brown in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to John Brown on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Brown has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate John Brown on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to John Brown for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to John Brown in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO ANGELA CERVANTES ON 65TH BIRTHDAY.*
[R2023-0006262]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Angela Cervantes in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Angela Cervantes on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Angela Cervantes now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Angela Cervantes on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Angela Cervantes for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Angela Cervantes in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO EARLEAN CHERRY ON 80TH BIRTHDAY.*
[R2023-0006272]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Earlean Cherry in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Earlean Cherry on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Earlean Cherry has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Earlean Cherry on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Earlean Cherry for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Earlean Cherry in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ELBA COBO ON 80TH BIRTHDAY.*

[R2023-0006307]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elba Cobo in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Elba Cobo on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Elba Cobo has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Elba Cobo on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Elba Cobo for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Elba Cobo in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CARL COLLIER ON 65TH BIRTHDAY.*

[R2023-0006267]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carl Collier in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Carl Collier on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carl Collier now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Carl Collier on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Carl Collier for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Carl Collier in honor of his 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO LUIS DESANTIAGO ON 65TH BIRTHDAY.*
[R2023-0006284]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Luis Desantiago in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Luis Desantiago on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Luis Desantiago now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Luis Desantiago on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Luis Desantiago for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Luis Desantiago in honor of his 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO FAYE DICKENS ON 65TH BIRTHDAY.*
[R2023-0006274]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Faye Dickens in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Faye Dickens on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Faye Dickens now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Faye Dickens on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Faye Dickens for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Faye Dickens in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO CHARLENE EGAN ON 75TH BIRTHDAY.*
[R2023-0006301]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charlene Egan in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Charlene Egan on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charlene Egan has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Charlene Egan on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Charlene Egan for her continued good health, happiness and success following this, her 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Charlene Egan in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOSE FERNANDEZ ON 75TH BIRTHDAY.*
[R2023-0006320]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Fernandez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Jose Fernandez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Fernandez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Jose Fernandez on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Jose Fernandez for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Jose Fernandez in honor of his 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO PATRICK FLOOD ON 65TH BIRTHDAY.*

[R2023-0006291]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patrick Flood in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Patrick Flood on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patrick Flood now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Patrick Flood on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Patrick Flood for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Patrick Flood in honor of his 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO MARIA GARCIA ON 65TH BIRTHDAY.*

[R2023-0006285]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Garcia in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Maria Garcia on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Garcia now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Maria Garcia on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Maria Garcia for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Maria Garcia in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO WILLIAM GARRETT ON 75TH BIRTHDAY.*
[R2023-0006295]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William Garrett in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to William Garrett on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William Garrett has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate William Garrett on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to William Garrett for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to William Garrett in honor of his 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO ELENA GOMEZ ON 65TH BIRTHDAY.*
[R2023-0006273]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elena Gomez in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Elena Gomez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Elena Gomez now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Elena Gomez on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Elena Gomez for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Elena Gomez in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOSE GOMEZ ON 75TH BIRTHDAY.*
[R2023-0006321]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Gomez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Jose Gomez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Gomez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Jose Gomez on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Jose Gomez for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Jose Gomez in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CELIA GONZALEZ ON 75TH BIRTHDAY.*
[R2023-0006268]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Celia Gonzalez in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Celia Gonzalez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Celia Gonzalez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Celia Gonzalez on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Celia Gonzalez for her continued good health, happiness and success following this, her 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Celia Gonzalez in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARGARITA GUERRERO ON 70TH BIRTHDAY.*

[R2023-0006323]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margarita Guerrero in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Margarita Guerrero on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Margarita Guerrero has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Margarita Guerrero on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Margarita Guerrero for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Margarita Guerrero in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO NICOLASA GUERRERO ON 80TH BIRTHDAY.*

[R2023-0006327]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nicolasa Guerrero in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Nicolasa Guerrero on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Nicolasa Guerrero has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Nicolasa Guerrero on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Nicolasa Guerrero for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Nicolasa Guerrero in honor of her 80th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JANE HERMLE ON 65TH BIRTHDAY.*
[R2023-0006317]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jane Hermle in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Jane Hermle on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jane Hermle now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Jane Hermle on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Jane Hermle for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Jane Hermle in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO KIMBERLY JACKSON ON 65TH BIRTHDAY.*
[R2023-0006282]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kimberly Jackson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Kimberly Jackson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kimberly Jackson now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Kimberly Jackson on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Kimberly Jackson for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Kimberly Jackson in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO MICHAEL JAMES ON 65TH BIRTHDAY.*
[R2023-0006290]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael James in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Michael James on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Michael James now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Michael James on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Michael James for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Michael James in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO BETTY KAPPEL ON 65TH BIRTHDAY.*
[R2023-0006266]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Betty Kappel in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Betty Kappel on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Betty Kappel now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Betty Kappel on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Betty Kappel for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Betty Kappel in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO THOMAS LAWLER ON 70TH BIRTHDAY.*
[R2023-0006330]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas Lawler in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Thomas Lawler on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Thomas Lawler has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Thomas Lawler on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Thomas Lawler for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Thomas Lawler in honor of his 70th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JAMES MC KEONE ON 70TH BIRTHDAY.*
[R2023-0006277]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James McKeone in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to James McKeone on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James McKeone has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate James McKeone on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to James McKeone for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to James McKeone in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO HELENE MC MANUS ON 70TH BIRTHDAY.*
[R2023-0006310]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Helene McManus in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Helene McManus on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Helene McManus has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Helene McManus on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Helene McManus for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Helene McManus in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO THOMAS MELE ON 75TH BIRTHDAY.*

[R2023-0006293]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas Mele in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Thomas Mele on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Thomas Mele has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Thomas Mele on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Thomas Mele for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Thomas Mele in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GUILLERMINA MEXICANO ON 75TH BIRTHDAY.*

[R2023-0006276]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Guillermina Mexicano in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Guillermina Mexicano on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Guillermina Mexicano has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Guillermina Mexicano on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Guillermina Mexicano for her continued good health, happiness and success following this, her 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Guillermina Mexicano in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO IRENE MORAN ON 65TH BIRTHDAY.*
[R2023-0006316]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Irene Moran in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Irene Moran on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Irene Moran now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Irene Moran on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Irene Moran for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Irene Moran in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RONEL MUENCH ON 65TH BIRTHDAY.*
[R2023-0006292]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronel Muench in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Ronel Muench on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronel Muench now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Ronel Muench on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Ronel Muench for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Ronel Muench in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARY MULHERON ON 65TH BIRTHDAY.*
[R2023-0006288]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Mulheron in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Mary Mulheron on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary Mulheron now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Mary Mulheron on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Mary Mulheron for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Mary Mulheron in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DARROLD MUZZALL ON 65TH BIRTHDAY.*
[R2023-0006270]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Darrold Muzzall in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Darrold Muzzall on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Darrold Muzzall now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Darrold Muzzall on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Darrold Muzzall for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Darrold Muzzall in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO THOMAS O' BRIEN ON 80TH BIRTHDAY.*
[R2023-0006294]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas O'Brien in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Thomas O'Brien on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Thomas O'Brien has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Thomas O'Brien on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Thomas O'Brien for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Thomas O'Brien in honor of his 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CIRILO ORTIZ ON 80TH BIRTHDAY.*
[R2023-0006269]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cirilo Ortiz in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Cirilo Ortiz on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cirilo Ortiz has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Cirilo Ortiz on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Cirilo Ortiz for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Cirilo Ortiz in honor of his 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ALEJANDRO PADILLA ON 75TH BIRTHDAY.*
[R2023-0006260]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alejandro Padilla in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Alejandro Padilla on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alejandro Padilla has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Alejandro Padilla on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Alejandro Padilla for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Alejandro Padilla in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ARMANDO PIZANO ON 65TH BIRTHDAY.*
[R2023-0006264]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Armando Pizano in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Armando Pizano on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Armando Pizano now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Armando Pizano on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Armando Pizano for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Armando Pizano in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LINDA PLATT ON 75TH BIRTHDAY.*
[R2023-0006283]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Platt in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Linda Platt on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Linda Platt has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Linda Platt on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Linda Platt for her continued good health, happiness and success following this, her 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Linda Platt in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO CLARENCE PREACELY ON 65TH BIRTHDAY.*

[R2023-0006303]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clarence Preacely in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Clarence Preacely on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clarence Preacely now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Clarence Preacely on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Clarence Preacely for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Clarence Preacely in honor of his 65th birthday as a token of our esteem and good wishes.

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## *CONGRATULATIONS EXTENDED TO ARLENE PUCKETT ON 65TH BIRTHDAY.*

[R2023-0006263]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arlene Puckett in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Arlene Puckett on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arlene Puckett now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Arlene Puckett on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Arlene Puckett for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Arlene Puckett in honor of her 65th birthday as a token of our esteem and good wishes.

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## *CONGRATULATIONS EXTENDED TO MAURO RAMOS ON 75TH BIRTHDAY.*

[R2023-0006289]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mauro Ramos in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Mauro Ramos on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mauro Ramos has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Mauro Ramos on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Mauro Ramos for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Mauro Ramos in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DANIEL REYES ON 65TH BIRTHDAY.*
[R2023-0006305]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Reyes in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Daniel Reyes on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Daniel Reyes now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Daniel Reyes on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Daniel Reyes for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Daniel Reyes in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARIA REYNA ON 65TH BIRTHDAY.*
[R2023-0006286]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Reyna in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Maria Reyna on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Reyna now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Maria Reyna on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Maria Reyna for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Maria Reyna in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DANIEL RODRIGUEZ ON 70TH BIRTHDAY.*
[R2023-0006306]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Rodriguez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Daniel Rodriguez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Daniel Rodriguez has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Daniel Rodriguez on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Daniel Rodriguez for his continued good health, happiness and success following this, his 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Daniel Rodriguez in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DOREEN RUBIN ON 70TH BIRTHDAY.*
[R2023-0006271]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Doreen Rubin in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Doreen Rubin on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Doreen Rubin has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Doreen Rubin on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Doreen Rubin for her continued good health, happiness and success following this, her 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Doreen Rubin in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CECILIA RUIZ ON 65TH BIRTHDAY.*
[R2023-0006300]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cecilia Ruiz in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Cecilia Ruiz on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cecilia Ruiz now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Cecilia Ruiz on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Cecilia Ruiz for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Cecilia Ruiz in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO FILEMON SAAVEDRA ON 80TH BIRTHDAY.*
[R2023-0006308]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Filemon Saavedra in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Filemon Saavedra on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Filemon Saavedra has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Filemon Saavedra on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Filemon Saavedra for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Filemon Saavedra in honor of his 80th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JAMES SHELTON ON 75TH BIRTHDAY.*
[R2023-0006278]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Shelton in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to James Shelton on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James Shelton has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate James Shelton on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to James Shelton for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to James Shelton in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO HOWARD SNODGRASS ON 65TH BIRTHDAY.*

[R2023-0006313]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Howard Snodgrass in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Howard Snodgrass on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Howard Snodgrass now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Howard Snodgrass on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Howard Snodgrass for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Howard Snodgrass in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JELICA SPRETNJAK ON 80TH BIRTHDAY.*

[R2023-0006279]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jelica Spretnjak in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Jelica Spretnjak on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jelica Spretnjak has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Jelica Spretnjak on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Jelica Spretnjak for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Jelica Spretnjak in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOANN SPRUIEL ON 80TH BIRTHDAY.*
[R2023-0006280]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joann Spruiel in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Joann Spruiel on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joann Spruiel has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Joann Spruiel on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Joann Spruiel for her continued good health, happiness and success following this, her 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Joann Spruiel in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOHN STEFANIAK ON 75TH BIRTHDAY.*
[R2023-0006319]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Stefaniak in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to John Stefaniak on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Stefaniak has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate John Stefaniak on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to John Stefaniak for his continued good health, happiness and success following this, his 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to John Stefaniak in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ANNETTE STOVALL ON 65TH BIRTHDAY.*
[R2023-0006299]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Annette Stovall in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Annette Stovall on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Annette Stovall now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Annette Stovall on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Annette Stovall for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Annette Stovall in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO AGUSTIN TIRADO ON 65TH BIRTHDAY.*
[R2023-0006259]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Agustin Tirado in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Agustin Tirado on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Agustin Tirado now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Agustin Tirado on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Agustin Tirado for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Agustin Tirado in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LINDA VASSEL ON 65TH BIRTHDAY.*

[R2023-0006322]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Vassel in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Linda Vassel on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Linda Vassel now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Linda Vassel on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Linda Vassel for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Linda Vassel in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO HERSHEL WALKER ON 65TH BIRTHDAY.*

[R2023-0006311]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hershel Walker in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Hershel Walker on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hershel Walker now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Hershel Walker on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Hershel Walker for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Hershel Walker in honor of his 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO ALICEANDRA WARE ON 65TH BIRTHDAY.*
[R2023-0006261]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Aliceandra Ware in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Aliceandra Ware on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Aliceandra Ware now belongs to our 15th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Aliceandra Ware on the occasion of her birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Aliceandra Ware for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Aliceandra Ware in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO CHARLES WELCH ON 80TH BIRTHDAY.*

[R2023-0006302]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles Welch in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Charles Welch on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles Welch has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 13th of December 2023 A.D., do hereby congratulate Charles Welch on the occasion of his birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we extend our warmest and heartfelt best wishes to Charles Welch for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Charles Welch in honor of his 80th birthday as a token of our esteem and good wishes.

---

*Presented By*

***ALDERPERSON COLEMAN (16th Ward):***

*TRIBUTE TO LATE JONATHAN WAYNE BROWN.*

[R2023-0006349]

WHEREAS, Jonathan Wayne Brown, beloved member of the 16th Ward community, transitioned into the spiritual realm on November 11, 2023; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Stephanie D. Coleman, Alderperson of the 16th Ward; and

WHEREAS, Affectionately called "Jay" or "Big Jay", Jonathan was born on June 11, 1970; and

WHEREAS, As a man of his word who always did all he could for others, Jay was one of the go-to guys of the 16th Ward community; his absence leaves a void that will be hard to fill; and

WHEREAS, Jay was preceded in death by his son, Jonathan Brown, Jr.; and leaves to cherish his memory three children; nine grandchildren; his lifelong friend and confidant, La Donna Evans; one brother, Kevin Brown; and a host of relatives and close friends; and

WHEREAS, With so much love in his heart and joy in his smile, Jay touched thousands, if not millions, around the world; his memory will live on as we cherish and love all he shared with us; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our most heartfelt condolences to the family and friends of Jonathan Wayne Brown; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Jonathan Wayne Brown as a sign of our honor and respect.

---

*TRIBUTE TO LATE BOBBIE LEE SELVEY.*

[R2023-0006350]

WHEREAS, Bobbie Lee Selvey, public servant and beloved mother and grandmother, transitioned on November 18, 2023; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Stephanie D. Coleman, Alderperson of the 16th Ward; and

WHEREAS, Born November 8, 1948 in Rolling Fork, Mississippi, Bobbie Lee was the seventh child born to Wesley and Alice Matthews; and

WHEREAS, Bobbie Lee confessed hope in Jesus Christ at an early age under the leadership of Reverend J. M. Kimble of Mt. Lula Missionary Baptist Church; she would remain very active in her church choirs throughout her life, and Sunday was never an option; and

WHEREAS, After graduating from Henry Weathers High School in 1966, where she was part of the school choir, glee club and marching band, Bobbie Lee left the Mississippi Delta for Chicago in 1967; and

WHEREAS, Upon arriving to the city, Bobbie Lee met Charles Selvey; the two would marry on June 24, 1970, and to their union, two daughters were born, Alice and LaKesha; and

WHEREAS, Bobbie Lee was a career public servant, beginning as clerical staff with the Illinois Department of Public Aid, working her way up to an executive position within the Department of Healthcare and Family Services, before proudly retiring after 41 years of public service in 2011; and

WHEREAS, Bobbie Lee was preceded in death by her parents, Alice and Wesley Matthews; her husband, Charles Selvey; and six siblings; and

WHEREAS, She leaves to cherish her memories two daughters, Alice and LaKesha; a grandson, Isaiah; brother, Timothy; four sisters, Elaine, Bonnie, Nessie and Pat; and a host of nieces, nephews, cousins and very special friends from all over; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our most heartfelt condolences to the family and friends of Bobbie Lee Selvey; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Bobbie Lee Selvey as a sign of our honor and respect.

---

*CONGRATULATIONS EXTENDED TO PASTOR DAVID BALLARD, SR. ON RETIREMENT.*

[R2023-0006009]

WHEREAS, David Ballard, Sr. is retiring following 36 years as senior pastor of the Sunrise Full Gospel Baptist Church of Englewood; and

WHEREAS, The Chicago City Council has been informed of Pastor Ballard's retirement by the Honorable Stephanie D. Coleman, Alderperson of the 16th Ward; and

WHEREAS, Born November 25, 1959, David is the eighth child born to the late Namon and Lucile Ballard; and

WHEREAS, Raised at Sunrise -- which was founded by his uncle, Reverend WM Ellis -- David nurtured his life in Christ Jesus and served as a member of the usher board, Sunday school teacher and deacon; and

WHEREAS, Showing an interest in the word of God and serving his people as a youth, Pastor Ballard accepted his call to the ministry in 1981, delivering his first sermon, "Dry Bones in The Valley", on Sunday, December 6, 1981, before becoming senior pastor in March 1987; and

WHEREAS, David married Lisa Trinnette Taylor on November 24, 1979, and the two are the very definition of a power couple; together, they have served the community of Englewood tirelessly, turning Sunrise into a pillar of the community; and

WHEREAS, Pastor Ballard is the proud father of one son, Pastor David Ballard, II; three daughters, Denesha, Elder D'Lisa and Renee; father-in-love to Lady Donishisa and Pastor Jermel Flannigan; and the pops of all PawPaws to his 12 grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our heartfelt gratitude to Pastor David Ballard, Sr. for his years of faithful service to the Englewood community, and wish him a healthy and happy retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pastor David Ballard, Sr. as a sign of our gratitude and respect.

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*CONGRATULATIONS EXTENDED TO DANTE BLANKS ON 75TH BIRTHDAY.*
[R2023-0006130]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Dante Blanks on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Dante Blanks to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Dante Blanks has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Dante Blanks' 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dante Blanks as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO IRENE BROWN ON 80TH BIRTHDAY.*

[R2023-0006148]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Irene Brown on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Irene Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Irene Brown has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Irene Brown's 80th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Irene Brown as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO CAROLE BRYANT ON 70TH BIRTHDAY.*

[R2023-0006061]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carole Bryant on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Carole Bryant to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Carole Bryant has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Carole Bryant's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Carole Bryant as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JERRELL COBURN ON 70TH BIRTHDAY.*
[R2023-0006062]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jerrell Coburn on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jerrell Coburn to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jerrell Coburn has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Jerrell Coburn's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jerrell Coburn as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JACQUELINE HILSON ON 75TH BIRTHDAY.*
[R2023-0006129]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jacqueline Hilson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jacqueline Hilson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jacqueline Hilson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Jacqueline Hilson's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jacqueline Hilson as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO ALEXIS JAMES ON 70TH BIRTHDAY.*

[R2023-0006128]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alexis James on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Alexis James to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Alexis James has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Alexis James' 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alexis James as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO BEVERLY MOORES ON 70TH BIRTHDAY.*

[R2023-0006125]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Beverly Moores on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Beverly Moores to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Beverly Moores has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Beverly Moores' 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Beverly Moores as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO MARY MURPH ON 95TH BIRTHDAY.*

[R2023-0006221]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Murph on her 95th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Murph to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Murph has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Mary Murph's 95th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Murph as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO LORETTA NAPPER ON 70TH BIRTHDAY.*

[R2023-0006060]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Loretta Napper on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Loretta Napper to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Loretta Napper has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Loretta Napper's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Loretta Napper as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO RUTHEL ROGERS ON 75TH BIRTHDAY.*

[R2023-0006137]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ruthel Rogers on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ruthel Rogers to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ruthel Rogers has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Ruthel Rogers' 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ruthel Rogers as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO DEBRA RUSSOM ON 70TH BIRTHDAY.*

[R2023-0006124]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Debra Russom on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Debra Russom to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Debra Russom has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Debra Russom's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Debra Russom as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO BETTY WILSON ON 75TH BIRTHDAY.*

[R2023-0006138]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Wilson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Wilson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Betty Wilson, has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 13th day of December 2023, do hereby celebrate Betty Wilson's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Betty Wilson as a token of our appreciation and blessed wishes.

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*Presented By*

***ALDERPERSON CURTIS (18th Ward):***

*TRIBUTE TO LATE KEVIN DION'TAI BROADEN.*

[R2023-0006346]

WHEREAS, On October 31, 2023, God called home his gentle-hearted angel, Kevin Dion'tai Broaden; and

WHEREAS, The Chicago City Council has been informed of Dion'tai's passing by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Kevin Dion'tai Broaden was born on July 26, 1988 to Bridget Broaden and Willard Kevin Stewart in Chicago, Illinois; and

WHEREAS, Dion'tai was baptized at an early age and attended Percy L. Julian High School; and

WHEREAS, Dion'tai loved his work as a security guard for the Radisson Blu Aqua Hotel in Downtown Chicago, where he was recently recognized as employee of the month; and

WHEREAS, Always happy to show off his fancy footwork, Dion'tai loved to dance; and

WHEREAS, Dion'tai was not only known as "D.J. D" for creating the best playlists at family functions but also for other passions such as photography, videography, comedy and being a TikTok influencer; and

WHEREAS, Dion'tai was welcomed into the gates of heaven by his grandfather, Berlin Walker; grandmothers, Eloise Walker and Barbara Stewart; uncle, Walter Broaden; aunts, Valerie Broaden and Gwendolyn Thurmond; and niece, Jai' Brewer; and he leaves to cherish his memory loving parents, Bridget and Willard Kevin; his oldest son, Jacob; the love of his life, LaTisia Sapp, and their three (3) children, Heaven, Royal and Kevin, Jr.; nine (9) siblings, LaShonda, Je'Taun (Terry), LaTanya, Anthony, Tyon, TyShonya, Tyre, Jazmine and Jermaine; five (5) "bonus siblings", Dawn, Domonique, Chaz, Verna and Nicole; and a host of uncles, aunts, nieces, nephews, cousins and close friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor the life and legacy of Kevin Dion'tai Broaden; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Kevin Dion'tai Broaden as a sign of our honor and respect.

---

*CONGRATULATIONS EXTENDED TO POLICE SERGEANT MICHELLE J. COOK ON RETIREMENT.*

[R2023-0006143]

WHEREAS, On May 23, 2023, Sergeant Michelle J. Cook retired from the Chicago Police Department following 30 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Sergeant Cook, Star Number 2349, began her illustrious career with the Chicago Police Department on May 17, 1993; her presence will be sorely missed; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of putting their lives on the line for countless City residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Cook upheld the finest traditions of the law enforcement community, and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues and the communities she served; and

WHEREAS, Sergeant Michelle J. Cook devoted 30 years of her life to public service to the people of the City of Chicago, and, in doing so, has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Sergeant Cook; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our gratitude for 30 years of work in service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Michelle J. Cook; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sergeant Michelle J. Cook as a sign of our gratitude and respect.

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*CONGRATULATIONS EXTENDED TO DOROTHY LEAKS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.*

[R2023-0006145]

WHEREAS, On February 28, 2022, Dorothy Leaks retired from her position as an Information Services Coordinator of the Chicago Police Department following 23 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Dorothy Leaks began her illustrious career with the Chicago Police Department in 1998; her presence will be sorely missed; and

WHEREAS, Throughout her long and distinguished tenure, Dorothy Leaks upheld the finest traditions of the law enforcement community, and her hard work, commitment and dedication to duty earned her the respect and admiration of her colleagues and the communities she served; and

WHEREAS, Dorothy Leaks devoted 23 years of her life to public service to the people of the City of Chicago, and, in doing so, has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Dorothy Leaks; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our gratitude for 23 years of service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Dorothy Leaks; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Dorothy Leaks as a sign of our gratitude and respect.

---

*Presented By*

***ALDERPERSON TABARES (23rd Ward):***

*RECOGNITION EXTENDED TO KEVIN KOLMAN FOR COURAGEOUS AND HUMANITARIAN ACTIONS.*

[R2023-0005919]

WHEREAS, On behalf of the entire 23rd Ward, Alderperson Silvana Tabares would like to honor Kevin Kolman and thank him for his good citizenship; and

WHEREAS, The Chicago City Council has been informed of this prestigious honor by the Honorable Alderperson Silvana Tabares of the 23rd Ward; and

WHEREAS, On October 22, 2023, Adrianna Lopez, a special education teacher at Nathan S. Davis Elementary School, tragically lost her life to gun violence. Adrianna was a Garfield Ridge resident and neighbor of Kevin Kolman; and

WHEREAS, Kevin rushed to the aid of Adrianna by applying pressure to her wounds while waiting for the paramedics to arrive. Adrianna was conscious and talking to Kevin during her last moments of life. Adrianna was transported to the hospital where she later died; and

WHEREAS, Kevin Kolman is a good neighbor and a fine example of an outstanding citizen of the City of Chicago and the Garfield Ridge neighborhood. Kevin acted courageously to help another human being in need. He bravely acted, not worrying about putting himself in danger; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby honor the heartfelt humanitarian aid from Kevin Kolman; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Kevin Kolman as a sign of our respect.

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*Presented By*

***ALDERPERSON FUENTES (26th Ward):***

*CONGRATULATIONS EXTENDED TO OWNERS ROBERTO MIGUEL TAÑON AND ZORAIDA RIVERA TAÑON ON 35TH ANNIVERSARY OF LA BRUQUENA RESTAURANT.*

[R2023-0006006]

WHEREAS, La Bruquena Restaurant, located in Chicago's Humboldt Park, is the longest-standing Puerto Rican restaurant on Paseo Boricua and has been a beacon of Puerto Rican culture for 35 years; and

WHEREAS, La Bruquena's owner, Roberto Miguel Tañon, born in Caguas, Puerto Rico, on September 29, 1952, alongside his wife Zoraida Rivera Tañon, arrived in Chicago in August 1987 with a mere $20 to their name, demonstrating remarkable resilience and determination; and

WHEREAS, Upon his arrival, Roberto Tañon held pivotal positions, serving as the director of loans for Summit Federal Savings Bank and later as a financial liaison for loans and investments at Caballeros de San Juan before embarking on the venture of investing in La Bruquena Restaurant on November 8, 1988; and

WHEREAS, La Bruquena, established in 1965 and under Roberto Tañon's ownership for 35 years, has been a bastion of Puerto Rican culinary traditions, showcasing the richness of folkloric cuisine and serving as a cultural hub within Humboldt Park that has contributed to the success and vitality of Paseo Boricua; and

WHEREAS, Roberto Tañon has been an unwavering pillar of the community, supporting local little league teams, adult fast-pitch softball, artists, musicians and various community residents, while generously contributing to local community organizations; and

WHEREAS, Roberto Tañon's commitment extends beyond business success, as he actively imparts inspiration and guidance to aspiring entrepreneurs, sharing insights to help cultivate and nurture the next generation of successful Puerto Rican-owned enterprises; and

WHEREAS, La Bruquena and its owners have served as an enduring source of pride and inspiration to Chicago's Puerto Rican community, exemplifying the values of hard work, quality service and perseverance in the face of adversity; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, do hereby officially honor the 35th anniversary of La Bruquena and extend heartfelt appreciation to Roberto Miguel Tañon and Zoraida Rivera Tañon for their enduring dedication to preserving Puerto Rican culture and supporting the Humboldt Park community; and

*Be It Further Resolved*, That a copy of this resolution be presented to Roberto Miguel Tañon and Zoraida Rivera Tañon as a symbol of the city's deep gratitude for their invaluable contributions.

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*Presented By*

***ALDERPERSON ERVIN (28th Ward):***

*TRIBUTE TO LATE JAMEEL ISHMAEL ALI.*

[R2023-0006347]

WHEREAS, Jameel Ishmael Ali, father and dedicated student of Islam, returned to his Creator on November 14, 2023; and

WHEREAS, The Chicago City Council has been informed of Jameel's passing by the Honorable Jason C. Ervin, Alderperson of the 28th Ward; and

WHEREAS, Jameel Ishmael Ali was born on December 9, 1954 in St. Louis, Missouri; the eldest of three children born to James Alvin Pearson, Sr. and Zelda Kate Curry-Pearson, Jameel was an easygoing, polite and respectful child who made friends easily wherever he went; and

WHEREAS, In 1958, Jameel and his mother relocated to Chicago to start a new life, where he attended Presentation Catholic School and played first chair trumpet in the band before graduating from St. Mel High School, where he played baseball; and

WHEREAS, After high school, Jameel attended Eastern Illinois University where he was involved in the Black Student Union; and

WHEREAS, In 1973, while working a summer job, Jameel was introduced to the Nation of Islam by a coworker, changing his life forever; from then on, he dedicated himself as a student of Islam for the rest of his days -- he was strong in faith, willing to share his knowledge with anyone who would listen, and while he attended various masjid throughout the Atlanta area, he considered Masjid An Nur as his home; and

WHEREAS, After graduating college, Jameel worked at Household Finance Corporation in Chicago, before starting a two-year career with Illinois Bell (now AT&T) as a Project Manager, which brought him to St. Louis, and eventually Atlanta, where he settled for over 30 years; and

WHEREAS, After, Jameel worked for Delta Airlines, which offered him the opportunity to travel to Israel, Cuba and many other places, and for Home Depot, which recognized him this year as a 2023 Pro Champion; and

WHEREAS, Jameel was a lifelong learner who loved reading, intellectual discussions, travel, dancing, cooking, jazz and fine art; he was also a 3rd degree black belt who studied martial arts under Grandmasters Moses Powell and Cleveland Robinson; and

WHEREAS, Preceding Jameel in death are his father, James Alvin Pearson, Sr., and stepfather, Silas Lee Anderson; Jameel leaves behind his son, Marwan Ali (Sonya); mother, Zelda K. Anderson; sisters, Kimberly Muhammad and Tara Anderson-Canty (Edward); sister-cousin, Annie Collins; three nieces, Kamaria Muhammad, Najila Canty and Khalila Canty; close friends, Jameel Salaam, Andrew Wilson and Kevin Prince; and a host of relatives, friends and coworkers; and

WHEREAS, Jameel will be deeply missed by his family, friends and all who knew and loved him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our most heartfelt condolences to the family and friends of Jameel Ishmael Ali; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Jameel Ishmael Ali as a sign of our honor and respect.

*Presented By*

***ALDERPERSON NUGENT (39th Ward):***

*TRIBUTE TO LATE KEVIN JOHN RYAN.*

[R2023-0006352]

WHEREAS, It is with deep sadness and a sense of profound loss that the members of this chamber recognize the passing of Kevin John Ryan on Saturday, September 9, 2023; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Born on October 10, 1956 in Fort Wayne, Indiana, to the late Rita (Beck) and Don Ryan, Kevin attended Bishop Dwenger High School, where he was active in sports and theater, appearing in several plays and musicals; and

WHEREAS, At the University of Notre Dame, Kevin was committed to his work, as both an undergraduate student and a varsity cheerleader. At the 1979 Cotton Bowl, Kevin was proud to cheer on the Irish to an amazing one-point victory when the team recovered from a 22-point deficit in the fourth quarter. Kevin graduated from Notre Dame in 1979 with a bachelor's degree in biology; and

WHEREAS, Kevin's life in Chicago began shortly thereafter when he attended the University of Chicago Booth School of Business, receiving his MBA in health administration in 1981. While working full-time as a hospital health administrator, Kevin attended law school at night, graduating from the Chicago-Kent College of Law in 1987; and

WHEREAS, As an attorney, Kevin practiced in Chicago, specializing in healthcare law. A partner at Epstein, Beck & Green, P.C., Kevin earned a national reputation for excellence, focusing on the business of health care, including the corporate practice of medicine and telehealth. His expertise included offering regulatory and due diligence to health care providers entering value acquisitions to expand patient access and scale operations nationally. His character and expertise were unparalleled, and he was universally recognized by attorneys around the country as a man of integrity and decency; and

WHEREAS, In his personal, as well as in his professional, life, Kevin possessed the intellect, skill, charisma and confidence that helped him to excel in all things in which he was involved. A true Renaissance man, he had many interests and talents, including travel, athletics, the arts, gourmet cooking and Notre Dame football; and

WHEREAS, Kevin's expansive love extended to the entire Ryan family, especially his beloved wife, Linda Ryan; his dear children, son, Aidan, and wife, Allie; son, Griffin;

daughter, Naomi, and her husband, Mark; stepdaughter, Erica, and her husband, Austin; and his adored newborn grandson, Leo Kevin. Also mourning their loss are his devoted siblings, Kent (Kim) Ryan, Kerry (Brigid) Ryan; Rhonda (Rob) Winklejohn, Tom (Colleen) Ryan and Coleen (Jared) Parcell, in addition to many nieces and nephews, and his loving mother-in-law and godmother, Margie Kallenback; and

WHEREAS, Kevin touched the lives of everyone he met and will be sorely missed. He will be remembered forever for his kindness and compassion. All who knew him will continue to cherish the memories and celebrate his life, ensuring that Kevin's legacy will live on; and

WHEREAS, To his family and friends, we wish you peace, comfort and encouragement in the days ahead and hope that the outpouring of love for Kevin will provide some comfort in this difficult time; now, therefore,

*Be It Resolved,* That we, the Mayor and the members of the Chicago City Council, assembled this 13th day of December 2023, do hereby commemorate Kevin for his grace-filled life and extend our heartfelt condolences to his wife, Linda, his family, and his many friends and colleagues; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to the family of Kevin Ryan as a sign of our honor and respect.

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*CONGRATULATIONS EXTENDED TO POLICE SERGEANT PAT KEANE AND OFFICERS KELLY CARROLL, OZZIE MALDONADO AND ANDREW MARZEN ON BEING NAMED OFFICERS OF THE MONTH BY CHICAGO POLICE MEMORIAL FOUNDATION.*

[R2023-0006043]

WHEREAS, Sergeant Pat Keane, Officer Kelly Carroll, Officer Ozzie Maldonado and Officer Andrew Marzen of the 20th District were named Officers of the Month by the Chicago Police Memorial Foundation; and

WHEREAS, The Chicago City Council has been informed of the achievements of these exemplary officers of the 20th District by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, In the early morning hours of September 11, 2023, an offender robbed a retail store and alluded to having a handgun; and

WHEREAS, Sergeant Pat Keane and his team from the 20th District quickly followed up on the investigation and began the tedious but crucial task of canvasing the area; and

WHEREAS, Through their exemplary efforts poring over security camera footage from neighboring businesses, the officers identified and arrested a suspect who was ultimately charged for three separate robberies; and

WHEREAS, By taking their oath to heart, listening to their gut, relying on their training and good old fashioned police work, these officers were able to take a career criminal who was on parole for previous robberies off the streets; and

WHEREAS, In honoring these officers, the Chicago Police Memorial Foundation highlighted their skill, dedication and patience, all of which contributed to their successful investigation; and

WHEREAS, It is important to recognize the initiative taken by officers and their perseverance while investigating, which protected the residents of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate these four officers of the 20th District for their service to this city and congratulate them on the honor of being named Officers of the Month by the Chicago Police Memorial Foundation; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Sergeant Pat Keane, Officer Kelly Carroll, Officer Ozzie Maldonado and Officer Andrew Marzen.

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*CONGRATULATIONS EXTENDED TO POLICE OFFICER MARY JANE PARKS ON BEING NAMED HONOREE AT 22ND ANNUAL MAYFAIR SALUTE TO AMERICAN HEROES.*

[R2023-0006024]

WHEREAS, Chicago Police Department Police Officer Mary Jane Parks was among the honorees at the 22nd Annual Mayfair Salute to American Heroes on November 5, 2023; and

WHEREAS, The City Council has been informed of this honor by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Officer Parks was born in Chicago, Illinois, and grew up in the Bucktown neighborhood. Mary Jane graduated from Northeastern Illinois University, in the 39th Ward, with a degree in education; and

WHEREAS, Officer Parks is the proud mother of two sons and one daughter, raising them in Chicago along with her partner who is also a proud member of the Chicago Police Department; and

WHEREAS, Officer Parks was first inspired to join the Chicago Police Department with encouragement from friends who were already members of the department. After graduating from the Chicago Police Academy, Officer Parks began her career as a police officer in the 017th District, then serving in the 014th District, before returning to the 017th District where she currently serves as a community policing officer with the Chicago Alternative Policing Strategy "CAPS" office in advocating for survivors of domestic violence and senior citizens; and

WHEREAS, Officer Parks has made a lasting impact on the 017th Police District and the communities she has served, especially the senior community; and

WHEREAS, Officer Parks has made countless memories and formed lifelong friendships through her work; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby thank Officer Mary Jane Parks for her service and express our congratulations on this well-deserved honor; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Police Officer Mary Jane Parks as a token of our honor, gratitude and respect.

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*CONGRATULATIONS EXTENDED TO BYUNG CHAN AND JUNG MIN ON 60TH WEDDING ANNIVERSARY.*

[R2023-0006166]

WHEREAS, Byung Chan Min and Jung Min were married on May 23, 1963, and will celebrate their 60th wedding anniversary next May; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Byung Chan Min and Jung Min have been blessed with three beautiful daughters and one son; and

WHEREAS, As longtime business owners of MJM Jewelry in Albany Park, Byung Chan Min and Jung Min are incredibly involved in their community both locally and in Korea -- helping and sponsoring undocumented Korean people who had

immigration issues and funding scholarships to low-income students and seniors in Korea; and

WHEREAS, Byung Chan Min and Jung Min spend their time volunteering with various organizations, including the Korean American Senior Care Centers (Peterson Park Care Center, Fairmont Care Center, Super Senior Center and Hanul Family Alliance), Rehabilitation Centers (Gross Point Manor Rehab Center and Niles Nursing & Rehabilitation Center), and the Korean Senior Apartments (KORAM Senior Apartment and Moogoong Terrace Senior Apartments in the Chicago metropolitan area); and

WHEREAS, The City wishes to honor Byung Chan Min and Jung Min for their six decades together and the many years of hard work and service they've provided to their community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate Byung Chan and Jung Min on their 60th wedding anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Byung Chan Min and Jung Min as a sign of our honor and respect.

---

*CONGRATULATIONS EXTENDED TO JULIAN MURPHY ON RETIREMENT AS HEAD CROSS COUNTRY COACH AT QUEEN OF ALL SAINTS SCHOOL.*

[R2023-0006020]

WHEREAS, Following 13 years of excellence, Julian Murphy's tenure as head coach of cross country at Queen of All Saints School has come to a close; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, A life-long runner, Coach Murphy brought invaluable experience to the cross country team, including being a certified USATF (USA Track & Field) coach and competing in over 200 triathlons, 16 Ironman races and countless road races, from 5k runs to marathons; and

WHEREAS, Throughout his 13 years of coaching, Coach Murphy's teams have achieved incredible results, as evidenced by the banners that hang in the rafters of the gym; and

WHEREAS, In addition to his dedication and success with the cross country team at Queen of All Saints School, Coach Murphy also founded and coaches the Sauganash Striders, one of the city's top running clubs; and

WHEREAS, The Sauganash Striders have won multiple championships at the middle school, high school and national levels in a variety of running and field events, including long and middle distance, relays, hurdles, pentathlon, long jump and high jump; and

WHEREAS, The leaders of the City of Chicago, in recognition of the great debt owed to our teachers and coaches, extend our sincerest gratitude for helping to shape our youth into healthy and well-rounded adults, and hope for continued success of Julian Murphy's already prolific coaching career; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our gratitude to Julian Murphy for his leadership, excellence and commitment to the youth of Chicago and the cross country program at Queen of All Saints School; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Julian Murphy as a token of our gratitude and respect.

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*CONGRATULATIONS EXTENDED TO MEMBERS OF CHICAGO FIRE DEPARTMENT ENGINE 79, AMBULANCE 73, FIRST SHIFT ON BEING NAMED HONOREES AT 22ND ANNUAL MAYFAIR SALUTE.*

[R2023-0006023]

WHEREAS, The Chicago Fire Department Engine 79, Ambulance 73, First Shift, were among the honorees at the 22nd Annual Mayfair Salute to American Heroes on November 5, 2023; and

WHEREAS, The men and women of the Chicago Fire Department Engine 89, Ambulance 73, First Shift, protect us from their base at 6424 North Lehigh Avenue; and

WHEREAS, The motto of the Chicago Fire Department is "We're there when you need us". Since 1914, the members of the Chicago Fire Department Engine 79, Ambulance 73, have "been there" when the residents of Edgebrook, Forest Glen, Sauganash, Wildwood and the surrounding communities have found themselves in times of need; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby express our congratulations to the Chicago Fire Department Engine 79, Ambulance 73, First Shift, on this well-deserved honor; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Chicago Fire Department Engine 79, Ambulance 73, First Shift, as a token of our honor, gratitude and respect.

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*CONGRATULATIONS EXTENDED TO HOLLY SMITH GRATTAN ON BEING NAMED HONOREE AT 22ND ANNUAL MAYFAIR SALUTE TO AMERICAN HEROES.*
[R2023-0006027]

WHEREAS, Holly Smith Grattan was among the honorees at the 22nd Annual Mayfair Salute to American Heroes on November 5, 2023; and

WHEREAS, The City Council has been informed of this honor by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Holly's family has lived in the Mayfair Community since the 1920s when her grandparents first moved to the neighborhood; and

WHEREAS, A lifelong Mayfair resident, Holly attended John M. Palmer Elementary School and then graduated from Luther North High School. As a child, Holly took many classes at Mayfair Park and took gymnastics at Sokol Hall on Elston Avenue. She also participated in tap dancing lessons after school at Palmer, which she enjoyed very much; and

WHEREAS, Holly met her husband, Kenneth Grattan, and raised their two children, Heather and James, in the community of Mayfair. Heather and James both attended Palmer School from kindergarten through eighth grade. Both Heather and James live in Mayfair; and

WHEREAS, Holly began volunteering at Palmer School in 1993, helping with Heather's kindergarten class. As technology advanced in the early 1990s, Holly wanted to make sure students had access to the new technologies and knew how to use them for learning. Holly was instrumental in the pre-kindergarten program at Palmer, where she worked for 19 years to support a third-shift pre-kindergarten program. Through her work with the pre-kindergarten and kindergarten classes, Holly made great friends, especially Mrs. Morris and Mrs. Bacus Carlson; and

WHEREAS, Holly also served as the Parent Teacher Association president for Palmer School from 1996 to 1998, implementing several programs, including the Kiss and Go Drop-off and Pick-up system; and

WHEREAS, In 2012, Holly was moved to the main office where she worked the front desk and in two years was promoted to head clerk; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby thank Holly Smith Grattan for her service and express our congratulations on this well-deserved honor; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Holly Smith Grattan as a token of our honor, gratitude and respect.

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*CONGRATULATIONS EXTENDED TO JIN KYU LEE ON BEING NAMED HONOREE AT 22ND ANNUAL MAYFAIR SALUTE TO AMERICAN HEROES.*

[R2023-0006026]

WHEREAS, Mr. Jin Kyu Lee was among the honorees at the 22nd Annual Mayfair Salute to American Heroes on November 5, 2023; and

WHEREAS, The City Council has been informed of this honor by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Mr. Lee, born in 1932, was enlisted in the South Korean military at the age of 18 in Daegu, South Korea on September 12, 1950, and fought in the Korean War; and

WHEREAS; During his service, Mr. Lee worked in the maintenance department as a technical engineer and as administrative staff to his unit. Mr. Lee was at the forefront of the Nakdong River Battle, which was a pivotal moment of the war where the United States and South Korean forces finally halted the advance of North Korean troops and where the fiercest battles of the war were fought near the banks of the waterway; and

WHEREAS, After the momentous armistice of the Korean War, Mr. Lee was honorably discharged from the Korean Army in June of 1954; and

WHEREAS, Following his service to the Korean Army, Mr. Lee worked in the apparel business in the Seomun Market, the largest traditional street market in Daegu, South Korea; and

WHEREAS, Pursuing a new life for his wife and daughter, Mr. Lee immigrated to Chicago on October 20, 1985 to join his brother in the family dry cleaning business, settling first in the northern suburbs and eventually to North Park Village where he has been an active member of the local Korean War Veterans Association; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby thank Mr. Jin Kyu Lee for his service and congratulate him on this honor; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Jin Kyu Lee as a token of our honor, gratitude and respect.

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*CONGRATULATIONS EXTENDED TO POLICE OFFICER VITO RICCIARDI ON BEING NAMED HONOREE AT 22ND ANNUAL MAYFAIR SALUTE TO AMERICAN HEROES.*

[R2023-0006022]

WHEREAS, Chicago Police Department Police Officer Vito Ricciardi was among the honorees at the 22nd Annual Mayfair Salute to American Heroes on November 5, 2023; and

WHEREAS, The City Council has been informed of this honor by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Officer Ricciardi was born in Bari, Italy. Later, his family moved to Chicago, calling the Santa Maria Addolorata Parish home; and

WHEREAS, Officer Ricciardi attended Ridgewood High School and went on to Triton College for his degree; and

WHEREAS, Serving as a police officer is a calling for Officer Ricciardi, who has built meaningful relationships during his time as a police officer in the 017th District with the Chicago Police Department; and

WHEREAS, Officer Ricciardi recalls being assigned to the Chicago Alternative Policing Strategy "CAPS" Office as one of the most memorable moments of his career. It is through his work in the CAPS office that Officer Ricciardi has formed long-lasting friendships with community members and has given back to a community he loves; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby thank Officer Vito Ricciardi for his service and express our congratulations on this well-deserved honor; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Police Officer Vito Ricciardi as a token of our honor, gratitude and respect.

*Presented By*

***ALDERPERSON NUGENT (39th Ward) And***
***ALDERPERSON LEE (11th Ward):***

*CONGRATULATIONS EXTENDED TO SPORTS AND ORTHO PHYSICAL THERAPY ON 20TH ANNIVERSARY.*

[R2023-0006048]

WHEREAS, Sports and Ortho Physical Therapy, a woman-owned business providing one-on-one physical therapy, is celebrating 20 years of service to the Chicagoland area; and

WHEREAS, The City Council has been informed of this milestone by the Honorable Samantha Nugent, Alderperson of the 39th Ward, and the Honorable Nicole T. Lee, Alderperson of the 11th Ward; and

WHEREAS, Sports and Ortho Physical Therapy was founded by Dahlia Fahmy with the goal of giving her patients the type of care she felt was lacking in the physical therapy world; and

WHEREAS, After graduating from McGill University in Montreal with a bachelor's degree in physical therapy, Dahlia focused on perfecting her skills in orthopedics and sports medicine and has taken several courses in manual therapy, has completed her Manual Therapy Certification through St. Augustine University, and has finished her Level 1 Dry Needling Certification; in 2012, she became a Fellow of Applied Functional Science, a title held by fewer than 300 therapists in the world, making her a movement specialist and expert on biomechanics, allowing her to find the root of the problem, not just treat the symptoms; and

WHEREAS, In her years of practice, Dahlia has worked with college football, hockey and soccer teams as well as semi-pro football teams; and

WHEREAS, As a dedicated clinician, Dahlia is determined to help every patient see results, feel good about their care and return to their normal lives as quickly as possible -- as the owner of the practice, she has made it her mission to surround herself with the best, highly trained and most caring therapists possible; and

WHEREAS, For the past 20 years, Sports and Ortho Physical Therapy has been a leader in providing quality and patient-centered physical therapy and has helped Chicagoans of all ages with safe and healthy pain relief and recovery; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby thank Sports and Ortho Physical Therapy for their commitment to caring for and improving the lives of Chicagoans, and congratulate them on 20 years of success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sports and Ortho Physical Therapy as a token of our thanks.

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*Presented By*

***ALDERPERSON LAWSON (44th Ward):***

*CONGRATULATIONS EXTENDED TO ART AND PEP ON 50TH ANNIVERSARY AND 80TH BIRTHDAYS.*

[R2023-0006450]

WHEREAS, I'd like to extend a happy 50th anniversary and 80th birthdays to Art and Pep, an amazing milestone to be celebrating; and

WHEREAS, Chicago's LGBTQ+ community would not be where it is now without the two of you. You both are trailblazers of Northalsted; and

WHEREAS, You opened Sidetrack decades ago as a way to express your love to the LGBTQ+ community, to allow people to love freely and openly; it's been an incredible journey to see that the bar has continued to cultivate those values for generations, and will continue to do so; and

WHEREAS, Art and Pep, as stewards in the fight for equal rights and marriage equality, as business owners and beyond -- I'm eternally grateful for all the work you've done; and

WHEREAS, I am especially lucky to be able to call the two of you my friends. I remember so clearly meeting Art for the first time while volunteering for Equality Illinois. Art, you were an amazing resource and mentor for me, and you had a story for every occasion; and

WHEREAS, My husband and I always look forward to getting together with you two, talking music and politics, and enjoying each other's company; now, therefore,

*Be It Resolved*, That we, the Mayor and members of City Council of the City of Chicago, assembled this 13th day of December 2023, do hereby wish both Art and Pep congratulations on 50 years together and a happy 80th birthday to both; and

*Be It Further Resolved*, That we thank both Art and Pep for all they've done for the Northalsted community, helping build it into the thriving and welcoming community it is today, and that hard copies of this resolution will be provided to Art and Pep to honor their legacy and hard work over these years.

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*COMMEMORATION OF BERLIN NIGHTCLUB AFTER 40 YEARS OF SERVICE.*
[R2023-0006449]

WHEREAS, After 40 remarkable years, Berlin Nightclub located at 954 West Belmont Avenue had its final chapter in November; and

WHEREAS, Berlin's owners, Jim Schuman and Jo Webster, wrote, "The party ended at 5:00 A.M., November 19, 2023, nearly 40 years and more than 10,000 nights from when it all began", in their farewell letter to family, friends and patrons throughout the years; and

WHEREAS, Opening in 1983, both Jim and Jo could have never imagined just how iconic the nightclub's reputation would become; and

WHEREAS, Co-founded by Tim Sullivan and Shirley Mooney, Berlin from the beginning was unapologetically itself, coined as the "neighborhood bar of the future"; and

WHEREAS, Originally taking inspiration from the cabaret clubs of the Weimar Republic, in those early years, Berlin was equal parts a political organizing space and after party; and

WHEREAS, The club cut its teeth on cultivating DJ sets based around dark wave and post-punk, setting themselves apart from the cookie-cutter pop scene played in other nightclubs; and

WHEREAS, For the LGBTQ+ community, the bar was a sanctuary, especially for the trans community; a place where many could celebrate themselves without fear; and

WHEREAS, The nightclub became one of the first video bars in Chicago, now a standard of queer bars and clubs; the club was a hub for late-night dance parties, featuring underground artists and drag queens new on the scene; and

WHEREAS, However, Berlin's popularity also attracted mainstream celebrities including the likes of Elton John, Donna Karan, Uzzo and drag star JoJo Baby; and

WHEREAS, But what made Berlin truly special was that it really was a space for everyone. When you were at Berlin, the only thing that could put you in a bad mood were the lights coming on signaling your night of revelry was over; and

WHEREAS, St. Sukie de la Croix, an iconic writer and photographer, was quoted saying, "It was like an island of misfit toys. Everybody who didn't fit into other gay bars went to Berlin because everybody went to Berlin"; and

WHEREAS, That is what everyone will miss the most, the sense of community that came with stepping through Berlin's doors; and

WHEREAS, So now it is time to thank all who supported Berlin for so many years, the staff, the owners, the patrons and those who were only able to visit for one night but saw magic, even just for a moment; and

WHEREAS, Both Jim and Jo put it best, "The doors are locked. The music is silenced and our dreams are now memories. We hope you made some memories with us and that you smile when they visit you"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of City Council of the City of Chicago, assembled this 13th day of December 2023, do hereby celebrate the 40 years of Berlin Nightclub's history and extend our deepest thanks towards owners Jo and Jim; and

*Be It Further Resolved*, That hard copies of this resolution will be provided to Jim and Jo to honor their legacy and hard work over these years.

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*Presented By*

***ALDERPERSON GARDINER (45th Ward):***

*CONGRATULATIONS EXTENDED TO YAACOUB AKKARI ON 70TH BIRTHDAY.*

[R2023-0006197]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Yaacoub Akkari in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Yaacoub Akkari on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Yaacoub Akkari on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Yaacoub Akkari.

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*CONGRATULATIONS EXTENDED TO JULIAN GARCIA ON 65TH BIRTHDAY.*

[R2023-0006186]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Julian Garcia in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Julian Garcia on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Julian Garcia on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Julian Garcia.

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*CONGRATULATIONS EXTENDED TO ESTEBAN GARCIDUENAS ON 65TH BIRTHDAY.*

[R2023-0006187]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Esteban Garciduenas in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Esteban Garciduenas on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Esteban Garciduenas on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Esteban Garciduenas.

*CONGRATULATIONS EXTENDED TO GUADALUPE GUPTA ON 85TH BIRTHDAY.*
[R2023-0006196]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Guadalupe Gupta in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Guadalupe Gupta on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Guadalupe Gupta on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Guadalupe Gupta.

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*CONGRATULATIONS EXTENDED TO MARK JADWIN ON 65TH BIRTHDAY.*
[R2023-0006188]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mark Jadwin in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mark Jadwin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mark Jadwin is a retired Chicago firefighter who honorably served our great city for 31 years; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Mark Jadwin on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mark Jadwin.

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*CONGRATULATIONS EXTENDED TO STEFANIE JAISON ON 75TH BIRTHDAY.*
[R2023-0006194]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Stefanie Jaison in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Stefanie Jaison on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Stefanie Jaison on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Stefanie Jaison.

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*CONGRATULATIONS EXTENDED TO ALEXANDRA JOHNS ON 80TH BIRTHDAY.*
[R2023-0006200]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Alexandra Johns in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Alexandra Johns on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Alexandra Johns on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Alexandra Johns.

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*CONGRATULATIONS EXTENDED TO RICHARD JUREK ON 85TH BIRTHDAY.*
[R2023-0006185]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Richard Jurek in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Richard Jurek on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Richard Jurek on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Richard Jurek.

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*CONGRATULATIONS EXTENDED TO PAMELA KINTZEL ON 65TH BIRTHDAY.*

[R2023-0006195]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Pamela Kintzel in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Pamela Kintzel on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Pamela Kintzel on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pamela Kintzel.

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*CONGRATULATIONS EXTENDED TO VISHNU MAHADESHWAR ON 65TH BIRTHDAY.*

[R2023-0006198]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Vishnu Mahadeshwar in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Vishnu Mahadeshwar on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Vishnu Mahadeshwar on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Vishnu Mahadeshwar.

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*CONGRATULATIONS EXTENDED TO LEON MISHOULAM ON 65TH BIRTHDAY.*
[R2023-0006190]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Leon Mishoulam in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Leon Mishoulam on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Leon Mishoulam on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Leon Mishoulam.

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*CONGRATULATIONS EXTENDED TO EDWARD MUSOLFF ON 85TH BIRTHDAY.*
[R2023-0006192]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Edward Musolff in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Edward Musolff on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Edward Musolff on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Edward Musolff.

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*CONGRATULATIONS EXTENDED TO PABLO NATIVIDAD ON 75TH BIRTHDAY.*
[R2023-0006189]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Pablo Natividad in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Pablo Natividad on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Pablo Natividad on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pablo Natividad.

---

*CONGRATULATIONS EXTENDED TO LLOYD PARIS ON 100TH BIRTHDAY.*
[R2023-0006184]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Lloyd Paris in honor of his 100th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Lloyd Paris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lloyd Paris honorably served in World War II. The leaders of the City of Chicago want to recognize the great debt owed to our veterans and extend our sincerest gratitude; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Lloyd Paris on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lloyd Paris.

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*CONGRATULATIONS EXTENDED TO GENOWEFA SALAMON ON 80TH BIRTHDAY.*

[R2023-0006199]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Genowefa Salamon in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Genowefa Salamon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Genowefa Salamon on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Genowefa Salamon.

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*CONGRATULATIONS EXTENDED TO DARLENE SCHMITT ON 75TH BIRTHDAY.*

[R2023-0006183]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Darlene Schmitt in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Darlene Schmitt on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Darlene Schmitt on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Darlene Schmitt.

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*CONGRATULATIONS EXTENDED TO CHARLES SPITTLER ON 75TH BIRTHDAY.*
[R2023-0006193]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Charles Spittler in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Charles Spittler on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Charles Spittler on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Charles Spittler.

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*CONGRATULATIONS EXTENDED TO JACK STEFAN ON 80TH BIRTHDAY.*
[R2023-0006191]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jack Stefan in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jack Stefan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby congratulate Jack Stefan on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Jack Stefan.

*Presented By*

***ALDERPERSON GARDINER (45th Ward),***
***ALDERPERSON SPOSATO (38th Ward) And***
***ALDERPERSON NAPOLITANO (41st Ward):***

*CONGRATULATIONS EXTENDED TO FIRE BATTALION CHIEF MAURICIO RODRIGUEZ ON RETIREMENT.*

[R2023-0006201]

WHEREAS, On November 25, 2023, Battalion Chief Mauricio "Mo" Rodriguez retired from the Chicago Fire Department following 37 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable James Gardiner, Alderperson of the 45th Ward; and

WHEREAS, Chief Rodriguez worked his way to the rank of battalion chief after serving as captain of Engine 116, relief lieutenant and firefighter on Truck 29; and

WHEREAS, Chief Rodriguez received the Medal of Honor for his actions to rescue two unconscious men from a second-floor apartment fire on the morning of January 18, 2013; and

WHEREAS, Throughout his long and distinguished tenure, Chief Rodriguez upheld the finest traditions of the Chicago Fire Department. His hard work, commitment and dedication to duty earned him the respect and admiration of his colleagues and the communities he served; and

WHEREAS, Chief Rodriguez shared his knowledge and experience with those around him and was always willing to teach and learn from colleagues; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants and extend our sincerest gratitude for the long and prolific career of Chief Rodriguez; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 13th day of December 2023, do hereby express our appreciation for 37 years of service to the people of the City of Chicago, and express our heartiest wishes on a well-deserved retirement to Chief Mauricio Rodriguez; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Chief Mauricio Rodriguez.

## *MATTERS PRESENTED BY THE ALDERPERSONS.*

***(Presented By Wards, In Order, Beginning With The 50th Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

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### *1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.*

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*Referred* -- AMENDMENT OF LOADING ZONES.

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which established loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *RODRÍGUEZ-SÁNCHEZ* (33rd Ward) | Repeal loading zone at 4535 North Central Park Avenue -- Monday to Sunday -- 7:30 A.M. to 9:30 A.M. and 3:30 P.M. to 6:30 P.M. ; [O2023-0006535] |
| *SILVERSTEIN* (50th Ward) | Amend ordinance passed February 10, 2020 and printed in the *Journal of the Proceedings of the City Council of the City of Chicago* on page 84663, which reads: "North Bell Avenue (east side) from a point 60 feet north of West Lunt Avenue to a point 25 feet north thereof -- no parking disabled loading/tow-away zone" by striking: "no parking disabled loading/tow-away zone" and inserting: "reserved disabled parking -- at all times -- all days -- tow-away zone" in lieu thereof. [Or2023-0006326] |

*Referred* -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

The alderpersons named below presented proposed ordinances for the amendment of previously passed ordinances which allowed for two-way movement of traffic, by restricting the movement of traffic to a single direction on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Distance |
|---|---|
| *TABARES* (23rd Ward) | Amend ordinance which reads: "South McVicker Avenue, from South Archer Avenue to West 55th Street -- two-way, northerly and southerly" by striking the above and inserting: "South McVicker Avenue, from South Archer Avenue to West 55th Street -- one-way, southerly" in lieu thereof; [O2023-0006123] |
| *ERVIN* (28th Ward) | Amend ordinance which reads: "North Keeler Avenue, from West Kinzie Street to West Lake Street -- one-way southerly" by striking the above and inserting: "North Keeler Avenue, from West Lake Street to the first alley north thereof -- one-way, southerly" in lieu thereof. [O2023-0006257] |

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*Referred* -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *HARRIS* (8th Ward) | South Clyde Avenue, at 7834 (Handicapped Parking Permit 129694); [O2023-0006235] |
| | South University Avenue, at 9137 (Handicapped Parking Permit 132716); [O2023-0006132] |

| Alderperson | Location And Permit Number |
|---|---|
| *LEE*<br>(11th Ward) | South Emerald Avenue, at 3156 (Handicapped Parking Permit 132340);<br>[O2023-0006077] |
| | South Lowe Avenue, at 3336 (Handicapped Parking Permit 133144);<br>[O2023-0006091] |
| | West 43rd Street, at 539 (Handicapped Parking Permit 131359);<br>[O2023-0006519] |
| *QUINN*<br>(13th Ward) | South Keating Avenue, at 6330 (Handicapped Parking Permit 133057);<br>[O2023-0006348] |
| | South Kedvale Avenue, at 5544 (Handicapped Parking Permit 132710)<br>[O2023-0006106] |
| | South Kildare Avenue, at 6355 (Handicapped Parking Permit 132711);<br>[O2023-0006116] |
| | South Komensky Avenue, at 6227 (Handicapped Parking Permit 133058);<br>[O2023-0006351] |
| | South Moody Avenue, at 6220 (Handicapped Parking Permit 132712);<br>[O2023-0006118] |
| | South Nashville Avenue, at 5924 (Handicapped Parking Permit 132781);<br>[O2023-0006343] |
| | South Normandy Avenue, at 6104 (Handicapped Parking Permit 133060);<br>[O2023-0006354] |
| | South Parkside Avenue, at 6042 (Handicapped Parking Permit 133056);<br>[O2023-0006355] |
| | South Tripp Avenue, at 6027 (Handicapped Parking Permit 132655);<br>[O2023-0006121] |

| Alderperson | Location And Permit Number |
|---|---|
| | West 56th Place, at 4114 (Handicapped Parking Permit 133059); [O2023-0006353] |
| | West 58th Street, at 4057 (Handicapped Parking Permit 132312); [O2023-0006119] |
| | West 63rd Place, at 6334 (Handicapped Parking Permit 133178); [O2023-0006357] |
| | West 63rd Place, at 6605 (Handicapped Parking Permit 132818); [O2023-0006345] |
| | West 63rd Street, at 6755 (Handicapped Parking Permit 132728); [O2023-0006088] |
| | West 64th Place, at 5618 (Handicapped Parking Permit 132852); [O2023-0006344] |
| | West 64th Place, at 5723 (Handicapped Parking Permit 132726); [O2023-0006090] |
| | West 64th Place, at 6022 (Handicapped Parking Permit 132709); [O2023-0006105] |
| *GUTIÉRREZ* (14th Ward) | South Francisco Avenue, at 5312 (Handicapped Parking Permit 130745); [O2023-0006520] |
| | South Keeler Avenue, at 4835 (Handicapped Parking Permit 132696); [O2023-0006525] |
| | South Sawyer Avenue, at 5755 (Handicapped Parking Permit 132197); [O2023-0006522] |
| | South Washtenaw Avenue, at 5219 (handicapped permit parking); [O2023-0006523] |
| | West 59th Place, at 3415 (Handicapped Parking Permit 132677); [O2023-0006526] |
| | West 66th Place, at 3412 (Handicapped Parking Permit 131515); [O2023-0006521] |

| Alderperson | Location And Permit Number |
|---|---|
| | West 66th Place, at 3453 (handicapped permit parking); [O2023-0006524] |
| *CURTIS* (18th Ward) | West 86th Street, at 3934 (Handicapped Parking Permit 131965); [O2023-0006139] |
| *RODRÍGUEZ* (22nd Ward) | South Central Park Avenue, at 3037 (Handicapped Parking Permit 132138); [O2023-0006528] |
| | South Leamington Avenue, at 4531 (Handicapped Parking Permit 130058); [O2023-0006527] |
| *TABARES* (23rd Ward) | South Nordica Avenue, at 5433 (Handicapped Parking Permit 132219); [O2023-0006031] |
| | West 54th Street, at 5356 (Handicapped Parking Permit 132183); [O2023-0006034] |
| | West 56th Street, at 3611 (Handicapped Parking Permit 131909); [O2023-0006032] |
| *SIGCHO-LOPEZ* (25th Ward) | West 24th Place, at 2642 (Handicapped Parking Permit 133437); [O2023-0006328] |
| *FUENTES* (26th Ward) | North Kedzie Avenue, at 1514 (Handicapped Parking Permit 132521); [O2023-0006122] |
| | West North Avenue, at 3949 (signs to be posted at 1554 North Harding Avenue) (Handicapped Parking Permit 128379); [O2023-0006049] |

| Alderperson | Location And Permit Number |
|---|---|
| | North Sacramento Avenue, at 1133 (Handicapped Parking Permit 132265); [O2023-0006530] |
| | North Sawyer Avenue, at 1836 (Handicapped Parking Permit 129352); [O2023-0006529] |
| *BURNETT* (27th Ward) | North Monticello Avenue, at 832 (Handicapped Parking Permit 70067); [O2023-00006533] |
| *ERVIN* (28th Ward) | West Jackson Boulevard, at 3826 (handicapped permit parking); [O2023-0006250] |
| | North Leclaire Avenue, at 210 (Handicapped Parking Permit 132281); [O2023-0006254] |
| | North Leclaire Avenue, at 215 (Handicapped Parking Permit 132330); [O2023-0006253] |
| | West Lexington Street, at 2853 (Handicapped Parking Permit 132316); [O2023-0006251] |
| | West Monroe Street, at 4945 (Handicapped Parking Permit 130302); [O2023-0006252] |
| *TALIAFERRO* (29th Ward) | North Austin Avenue, at 1629 (handicapped permit parking); [O2023-0006045] |
| | North Melvina Avenue, at 1707 (handicapped permit parking); [O2023-0006047] |
| *RODRÍGUEZ-SÁNCHEZ* (33rd Ward) | West Mozart Street, at 4507 (Handicapped Parking Permit 130125); [O2023-0006231] |

| Alderperson | Location And Permit Number |
|---|---|
| *VILLEGAS* (36th Ward) | West Superior Street, at 1819 (Handicapped Parking Permit 132480); [O2023-0006065] |
| | West Superior Street, at 2345 (Handicapped Parking Permit 131319); [O2023-0006064] |
| *MITTS* (37th Ward) | West Haddon Avenue, at 5518 (Handicapped Parking Permit 132317; [O2023-0006209] |
| | North Long Avenue, at 607 (Handicapped Parking Permit 130160); [O2023-0006216] |
| | West Thomas Street, at 5421 (Handicapped Parking Permit 132182); [O2023-0006207] |
| *SPOSATO* (38th Ward) | North Marmora Avenue, at 4014 (Handicapped Parking Permit 131525); [O2023-0006175] |
| | North Mobile Avenue, at 3908 (Handicapped Parking Permit 132562); [O2023-0006360] |
| | North Mobile Avenue, at 4344 (handicapped permit parking); [O2023-0006177] |
| | North Osceola Avenue, at 3304 (Handicapped Parking Permit 132436); [O2023-0006174] |
| | North Page Avenue, at 3828 (Handicapped Parking Permit 132338); [O2023-0006176] |
| | West Warwick Avenue, at 5936 (handicapped permit parking); [O2023-0006178] |
| *HADDEN* (49th Ward) | North Damen Avenue, at 7342 (Handicapped Parking Permit 131881); [O2023-0006142] |

| Alderperson | Location And Permit Number |
|---|---|
| | North Damen Avenue, at 7432 (Handicapped Parking Permit 124860); [O2023-0006204] |
| | North Hoyne Avenue, at 7400 (signs to be posted at 2101 West Fargo Avenue) (Handicapped Parking Permit 104618); [O2023-0006141] |
| | North Hoyne Avenue, at 7409 (Handicapped Parking Permit 129089); [O2023-0006202] |
| *SILVERSTEIN* (50th Ward) | North Fairfield Avenue, at 6503 (Handicapped Parking Permit 132304). [O2023-0006008] |

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*Referred* -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES. (Except For Disabled)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *QUINN* (13th Ward) | Amend ordinance which reads: "South Mason Avenue, at 6245 (Handicapped Parking Permit 49736)" by striking the above; [O2023-0006361] |
| | Amend ordinance which reads: "South Narragansett Avenue, at 5829 (Handicapped Parking Permit 119451)" by striking the above; [O2023-0006362] |

| Alderperson | Location And Permit Number |
|---|---|

*TABARES*
(23rd Ward)

Amend ordinance which reads: "South Avers Avenue, at 5143 (Handicapped Parking Permit 130456)" by striking the above;
[O2023-0006338]

Amend ordinance which reads: "South Kilbourn Avenue, at 6751 (Handicapped Parking Permit 106016)" by striking the above;
[O2023-0006025]

Amend ordinance which reads: "South Meade Avenue, at 5322 (Handicapped Parking Permit 124280)" by striking the above;
[O2023-0006094]

Amend ordinance which reads: "South Menard Avenue, at 5464 (Handicapped Parking Permit 84251)" by striking the above;
[O2023-0006182]

Amend ordinance which reads: "South Neenah Avenue, at 5153 (Handicapped Parking Permit 73135)" by striking the above;
[O2023-0006133]

Amend ordinance which reads: "West 65th Place, at 3909 (Handicapped Parking Permit 115175)" by striking the above;
[O2023-0006093]

*FUENTES*
(26th Ward)

Amend ordinance which reads: "West Armitage Avenue, at 4738 (Handicapped Parking Permit 131776)" by striking the above;
[O2023-0006245]

Amend ordinance which reads: "North Keystone Avenue, at 2125 (Handicapped Parking Permit 65007)" by striking the above;
[O2023-0006131]

Amend ordinance which reads: "North Lawler Avenue, at 2206 (Handicapped Parking Permit 1068)" by striking the above;
[O2023-0006531]

*RODRÍGUEZ-SÁNCHEZ*
(33rd Ward)

Amend ordinance which reads: "West Warner Avenue, at 3322 (Handicapped Parking Permit 126309)" by striking: "3322" and inserting: "3323" in lieu thereof;
[O2023-0006534]

| Alderperson | Location And Permit Number |
|---|---|
| *RAMIREZ-ROSA* (35th Ward) | Amend ordinance which reads: "North Keeler Avenue, at 2102 (Handicapped Parking Permit 127290)" by striking the above; [O2023-0006111] |
| | Amend ordinance which reads: "North Kildare Avenue, at 2251 (Handicapped Parking Permit 132244)" by striking the above; [O2023-0006070] |
| *SPOSATO* (38th Ward) | Amend ordinance which reads: "North McVicker Avenue, at 4449 (Handicapped Parking Permit 34573)" by striking the above; [O2023-0006170] |
| | Amend ordinance which reads: "North Oleander Avenue, at 3970 (Handicapped Parking Permit 101867)" by striking the above; [O2023-0006168] |
| | Amend ordinance which reads: "North Pacific Avenue, at 3926 (Handicapped Parking Permit 113057)" by striking the above. [O2023-0006169] |

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*Referred* -- PROHIBITION OF PARKING AT 2748 W. DEVON AVE.
(Except For Disabled)

[O2023-0006056]

Alderperson Silverstein (50th Ward) presented a proposed ordinance to prohibit the parking of vehicles, except for an authorized vehicle displaying a person with disability or disabled veterans state registration plate, at 2748 West Devon Avenue, Mondays through Fridays, from 10:00 A.M. to 2:00 P.M. (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF STANDING ZONE AT 6326 N. WASHTENAW AVE.

[O2023-0006010]

Alderperson Silverstein (50th Ward) presented a proposed ordinance to establish a

15-minute standing zone, with tow-away zone except with flashing lights, at 6326 North Washtenaw Avenue, west side of the street, from a point 228 feet south of West Devon Avenue to a point 40 feet south thereof, to be in effect Monday through Friday, from 7:00 A.M. to 5:00 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented a proposed ordinance and order to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *TALIAFERRO* (29th Ward) | 0 -- 100 block of North Pine Avenue (both sides) -- at all times -- all days; [Or2023-0006050] |
| *GARDINER* (45th Ward) | 5008 -- 5042 North Marmora Avenue (west side) and 5015 -- 5043 North Marmora Avenue (east side) -- 3:00 P.M. to 11:00 P.M. -- Thursday through Sunday. [O2023-0006023] |

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*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

Alderperson Dowell (3rd Ward) presented proposed ordinances to amend residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Amend ordinance which reads: "South Calumet Avenue (west side) from East Cullerton Street to alley north thereof -- Residential Permit Parking Zone 1677 -- at all times -- all days";

[O2023-0006237]

Amend ordinance which reads: "East Cullerton Street (north side) from South Calumet Avenue to alley west thereof -- Residential Permit Parking Zone 1677 -- at all times -- all days".

[O2023-0006241]

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*Referred* -- ESTABLISHMENT OF 20-MILES-PER-HOUR SPEED LIMITATIONS ON PORTIONS OF SPECIFIED STREETS.

Alderperson Gardiner (45th Ward) presented proposed ordinances to establish 20-miles-per-hour speed limitations on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Austin Avenue, from West Foster Avenue to North Avondale Avenue;

[O2023-0006232]

North Avondale Avenue/West Gregory Street, from North Austin Avenue to North Nagle Avenue.

[O2023-0006236]

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*Referred* -- INSTALLATION OF NO PARKING SIGNS ON PORTION OF E. OAK ST.

[O2023-0006537]

Alderperson Reilly (42nd Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of no parking/tow-away zone signs at 58 -- 62 East Oak Street, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- REPEAL OF NO PARKING SIGNS.

The alderpersons named below presented proposed ordinances for repeal of no parking/tow-away zones for the locations and times designated, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *DOWELL* (3rd Ward) | Repeal ordinance which reads: "South Calumet Avenue (west side) from East Cullerton Street to alley north thereof -- no parking/tow-away zone -- at all times -- all days"; [O2023-0006240] |
| | Repeal ordinance which reads: "East Cullerton Street (north side) from Calumet Avenue to alley west thereof -- no parking/tow-away zone -- at all times -- all days". [O2023-0006239] |
| *REILLY* (42nd Ward) | Repeal no parking/tow-away zone at North Wabash Avenue (west side) from East Superior Street to a point 30 feet north thereof -- at all times -- all days. [O2023-0006538] |

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*Referred* -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders directing the Commissioner of Transportation to give consideration to the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *HARRIS* (8th Ward) | East 81st Street and South Luella Avenue -- "All-Way Stop" sign; [Or2023-0006153] |
| *TABARES* (23rd Ward) | West 69th Place and South Lawndale Avenue -- "All-Way Stop" sign; [Or2023-0006101] |

| Alderperson | Location And Type Of Sign |
|---|---|
| *BURNETT*<br>(27th Ward) | North Artesian Avenue and West Hubbard Street -- "All-Way Stop" sign;<br>[O2023-0006532] |
| *TALIAFERRO*<br>(29th Ward) | West Thomas Street and North Mayfield Avenue -- "Stop" sign;<br>[O2023-0006069] |
| *NAPOLITANO*<br>(41st Ward) | North Newark Avenue and West Ardmore Avenue -- "Four-Way Stop" sign;<br>[Or2023-0006536] |
| *GARDINER*<br>(45th Ward) | North Ionia Avenue and West Fitch Avenue -- "All-Way Stop" sign.<br>[O2023-0006304] |

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## *2. ZONING ORDINANCE AMENDMENTS.*

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None.

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## *3. UNCLASSIFIED MATTERS.*

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERPERSON LA SPATA (1st Ward):**

*Referred* -- EXPRESSION OF SUPPORT FOR UNITED NATIONS RESOLUTION NO. 377 KNOWN AS "UNITING FOR PEACE".

[R2023-0006422]

A proposed resolution expressing Chicago City Council's support of United Nations Resolution Number 377, known as "Uniting for Peace", which was *Referred to the Committee on Health and Human Relations.*

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*Referred* -- EXEMPTION OF AUTOHAUS TIRES & REPAIR LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006172]

Also, a proposed ordinance to exempt Autohaus Tires & Repair LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2324 North California Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 2160 North Milwaukee Avenue; and

[Or2023-0006426]

one sign/signboard at 2257 West North Avenue.

[Or2023-0006427]

Presented By

**ALDERPERSON LA SPATA (1st Ward)**
**And OTHERS:**

*Referred* -- CALL FOR HEARING(S) TO ASSESS METRICS USED IN DETERMINING ECONOMIC DEVELOPMENT INITIATIVES IN SOCIOECONOMICALLY DISADVANTAGED AREAS.

[R2023-0006428]

A proposed resolution, presented by Alderpersons La Spata, Chico, Ramirez, Gutiérrez, Sigcho-Lopez, Fuentes, Cruz, Cardona, Rodríguez-Sánchez , Villegas and Vasquez, calling for a hearing on socioeconomically disadvantaged areas (SEDA) to assess: 1) the success of implementing SEDA policy in economic development initiatives; 2) the varying types of racial, economic and income segregation in Chicago; 3) the definitions and viability of U.S. Census categories used to create current SEDA map; and 4) the viability of expanding the definition of U.S. Census categories to expand the SEDA map, which was *Referred to the Committee on Economic, Capital and Technology Development.*

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Presented By

**ALDERPERSON DOWELL (3rd Ward)**
**And OTHERS:**

*Referred* -- CALL FOR HEARING(S) TO REVIEW CITY'S RESPONSE TO IMMIGRANT POPULATIONS BEING MARGINALIZED.

[R2023-0006442]

A proposed resolution, presented by Alderpersons Dowell, Yancy, Hall, Harris, Moore, Taylor, Mitts and Hadden, calling on the Committee on Immigrant and Refugee Rights to hold a subject matter hearing to review the City's response to immigrant populations being marginalized as part of the new arrivals mission; and further, to discuss additional services that the City can provide to integrate migrants into Chicago, which was *Referred to the Committee on Immigrant and Refugee Rights.*

Presented By

**ALDERPERSON ROBINSON (4th Ward):**

*Referred* -- RELEASE OF USE RESTRICTION COVENANT RELATED TO VACATION ORDINANCE FOR PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY S. LAKE PARK AVE., E. 29TH ST., S. ELLIS AVE., AND E. 30TH ST.

[O2023-0006441]

A proposed ordinance authorizing for release of use restriction covenant related to the vacation of the 16.00-foot public alley within the area bounded by South Lake Park Avenue, East 29th Street, South Ellis Avenue, and East 30th Street, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

East Hyde Park Boulevard, from South Ellis Avenue to South Woodlawn Avenue -- to be known as "President Barack Obama Way"; and

[O2023-0006359]

South Lake Park Avenue, between East 52nd Street and East 53rd Street -- to be known as "Honorary Yolanda Travis Mack Way".

[O2023-0006364]

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*Referred* -- AMENDMENT OF SECTION 17-4-0404-B OF MUNICIPAL CODE REGARDING MINIMUM LOT AREA REDUCTION FOR DOWNTOWN FLOOR AREA BONUS.

[O2023-0006208]

Also, a proposed ordinance to amend Title 17, Chapter 4, Section 0404-B of the Municipal Code of Chicago by specifying that the minimum lot area per unit reduction for downtown area

bonuses may not exceed 30 percent, except in dash 16 bulk and density designations, where the cap shall not apply, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON MITCHELL (7th Ward):**

*Referred* -- WITHHOLDING OF CITY FUNDS FROM YELLOW BANANA LLC DUE TO LACK OF COMPLIANCE WITH REDEVELOPMENT AGREEMENT.

[O2023-0006435]

A proposed ordinance directing the Commissioner of Planning and Development to withhold all disbursements of city funds unless and until Yellow Banana LLC and each Developer Entity submits evidence of full and complete compliance with the previously executed Redevelopment Agreement Sections 3.06, 3.07, 5.03, 7.03, 8.02, 8.04, 8.06, 8.07, 8.09, 8.17, 8.20, 8.26, 10.02 and 10.03, among others; and further, in the event such information is not received within 30 days of passage of this proposed ordinance, to direct the Commissioner of Planning and Development to exercise any remedies pursuant to Sections 10.03(g) and 15.02 of the agreement, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERPERSON QUINN (13th Ward):**

*Referred* -- DESIGNATION OF 21ST PRECINCT OF 13TH WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0006437]

A proposed ordinance designating the 21st Precinct of the 13th Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibit all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERPERSON LOPEZ (15th Ward)**
**And OTHERS:**

*Referred* -- CALL ON CHIEF PROCUREMENT OFFICER TO FILE CONTRACT AWARDS AND MODIFICATIONS RELATED TO EMERGENCY DECLARATION REGARDING MIGRANT ASYLUM SEEKER CRISIS FOR FISCAL QUARTERS TWO AND THREE OF YEAR 2023.

[Or2023-0006446]

A proposed order, presented by Alderpersons Lopez, Beale, Quinn, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Villegas, Sposato, Napolitano, Reilly and Gardiner, calling on Chief Procurement Officer Aileen Velasquez to file with the Committee on the Budget and Government Operations the 2023 Fiscal Quarter Two and 2023 Fiscal Quarter Three contract awards and modifications related to the emergency declaration related to the ongoing migrant asylum seeker crisis; and further, directing the City Council to rescind Emergency Order Number 2023-2. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Contracting Equity and Oversight, the matter was *Referred to the Committee on Committees and Rules.*

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Presented By

**ALDERPERSON MOORE (17th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 17.254 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. ASHLAND AVE.

[O2023-0006063]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding subsection 17.254, previously deleted by ordinance passed on March 23, 2022 and published in the *Journal of the Proceedings of the City Council of the City of Chicago*, page 45615, to disallow the issuance of additional package goods licenses on South Ashland Avenue, from West 75th Street to West 77th Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward), ALDERPERSON ROBINSON (4th Ward) And ALDERPERSON HADDEN (49th Ward):**

*Referred* -- EXPRESSION OF SUPPORT FOR AND SOLIDARITY WITH COLUMBIA COLLEGE FACULTY UNION AS THEY NEGOTIATE NEW CONTRACT WITH COLOMBIA COLLEGE CHICAGO.

[R2023-0006436]

A proposed resolution demonstrating support for and solidarity with the members of the Columbia College Faculty Union (CFAC, IFT/AFT/AFL-CIO Local 6602) as they negotiate for a new and fair contract, which was *Referred to the Committee on Workforce Development.*

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Presented By

**ALDERPERSON TABARES (23rd Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5417 S. PULASKI RD.

[Or2023-0006103]

A proposed order for the issuance of a permit to install a sign/signboard at 5417 South Pulaski Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON SIGCHO-LOPEZ (25th Ward):**

*Referred* -- EXEMPTION OF RUBEN MANDUJANO, DOING BUSINESS AS XOCO HOUSE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006331]

A proposed ordinance to exempt Ruben Mandujano, doing business as Xoco House LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2317 West 18th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON FUENTES (26th Ward):**

*Referred* -- CALL ON U.S. PRESIDENT JOSEPH R. BIDEN TO FACILITATE DE-ESCALATION OF ONGOING VIOLENCE IN MIDDLE EAST AND PROVIDE HUMANITARIAN ASSISTANCE.

[R2023-0006440]

A proposed resolution calling on U.S. President Joseph R. Biden to facilitate de-escalation to end the ongoing violence in the Middle East and send humanitarian assistance into the impacted region. Two committees having been called, the Committee on Health and Human Relations and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules.*

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*Referred* -- EXEMPTION OF PHOENIX ELECTRIC MANUFACTURING FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006071]

Also, a proposed ordinance to exempt Phoenix Electric Manufacturing from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2235 North Knox Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON BURNETT (27th Ward):**

*Referred* -- AMENDMENT OF RULE 36 OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM TO ESTABLISH VICE-MAYOR AS EX-OFFICIO MEMBER OF ALL STANDING COMMITTEES.

[R2023-0006421]

A proposed resolution amending the Rules of Order and Procedure of the City Council of the City of Chicago for the 2023 -- 2027 term by modifying Rule 36 to establish the Vice-Mayor as an ex-officio member of all standing committees, which was *Referred to the Committee on Committees and Rules.*

*Referred* -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR JAY B. ROSS.

[O2023-0006431]

Also, a proposed ordinance to grant permission and authority to Jay B. Ross to maintain and use, as now constructed, one awning projecting over the right-of-way at 840 West Grand Avenue, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

River North Carwash -- 1317 West North Avenue; and

[O2023-0006430]

Soardist USA -- 2225 West Hubbard Street.

[O2023-0006429]

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 905 West Fulton Market;

[Or2023-0006434]

one sign/signboard at 1015 North Halsted Street -- Permit Number 101039183; and
[Or2023-0006432]

one sign/signboard at 1015 North Halsted Street -- Permit Number 101038902.
[Or2023-0006433]

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Presented By

**ALDERPERSON ERVIN (28th Ward):**

*Referred* -- CALL FOR REMOVAL OF CITY COUNCIL OFFICE OF FINANCIAL ANALYSIS DIRECTOR KENNETH P. WILLIAMS, SR.
[R2023-0006243]

A proposed resolution calling for the direct removal of Kenneth P. Williams, Sr. from his position as Director of City Council Office of Financial Analysis, effective upon adoption of this proposed resolution by a two-thirds vote of all members of the City Council, which was *Referred to the Committee on the Budget and Government Operations.*

---

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

The Community Builders -- 4309 and 4329 West Madison Street; and
[O2023-0006255]

Premium Velocity Auto LLC, doing business as Jiffy Lube -- 1224 South Western Avenue.
[O2023-0006256]

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, five proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 801 South Canal Street;
[Or2023-0006246]

one sign/signboard at 1101 South Canal Street -- Permit Number 101023095;
[Or2023-0006342]

one sign/signboard at 1101 South Canal Street -- Permit Number 101023098;
[Or2023-0006341]

one sign/signboard at 1101 South Canal Street -- Permit Number 101023099; and
[Or2023-0006340]

one sign/signboard at 1101 South Canal Street -- Permit Number 101023100.
[Or2023-0006339]

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Presented By

**ALDERPERSON ERVIN (28th Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 2-74 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-74-075 ENTITLED "HIRING PREFERENCES FOR RESIDENTS OF SOCIO-ECONOMICALLY DISADVANTAGED AREAS".

[O2023-0006443]

A proposed ordinance, presented by Alderpersons Ervin, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Coleman, Moore, Curtis, Taylor, Mosley, Scott, Burnett, Taliaferro, Mitts, Clay, Martin and Hadden, to amend Title 2, Chapter 74 of the Municipal Code of Chicago by adding new Section 2-74-075 entitled "Hiring Preference For Residents Of Socio-Economically Disadvantaged Areas", which requires that each City department give 25 percent numerical preference to applicants for covered positions, including applicants for promotion, who are residents of a socio-economically disadvantaged area, as defined by Section 2-92-390 of the Municipal Code, and will remain in said socio-economically

disadvantaged area for at least seven years; to require that each department head maintain records to monitor compliance; and further, to require the Commissioner of Human Resources to promulgate and publish rules pertaining to the administration and enforcement of said proposed ordinance, which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERPERSON TALIAFERRO (29th Ward):**

*Referred* -- EXEMPTION OF ARTURO'S MEXICAN FOOD FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006068]

A proposed ordinance to exempt Arturo's Mexican Food from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7146 West Diversey Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON CRUZ (30th Ward):**

*Referred* -- APPROVAL OF NINE ON CENTRAL RESUBDIVISION.

[O2023-0006447]

A proposed ordinance directing the Commissioner of Transportation or her designee to approve the Nine on Central Resubdivision in the block bounded by West Cornelia Avenue, North Central Avenue, West Newport Avenue and North Major Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON RAMIREZ-ROSA (35th Ward):**

*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

West Fullerton Avenue, from North Kimball Avenue (southwest corner) to North Kedzie Boulevard -- to be known as "Alderman Robert and Eugenie Brandt Way"; and

[O2023-0006053]

West Fullerton Avenue, from North Keystone Avenue (southeast corner) and going south -- to be known as "Miguel 'Nene' Padilla, Jr. Way".

[O2023-0006055]

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Presented By

**ALDERPERSON VILLEGAS (36th Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-32 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-32-165 CREATING GRANT RECIPIENT INFORMATION DATABASE AND MODIFYING SECTION 2-68-030 REGARDING ADMINISTRATION THEREOF.

[O2023-0006392]

A proposed ordinance to amend Title 2, Chapter 32 of the Municipal Code of Chicago by adding new Section 2-32-165 entitled "Grant Recipient Information Database" and modifying Section 2-68-030 which directs the Comptroller and the Budget Director, in coordination with the Department of Technology and Innovation, to establish and maintain an online, searchable database of each grant disbursed by the City to accomplish a public purpose; the database shall include grant funding sources; administering department; name of primary recipient and name of receiving organization along with the principal place of business and any other operating locations within the City; issuance date; amount issued; neighborhood or area

to be benefited; grant application, agreement; and demographic information and city residence information of each individual for members of the board, employees and contractors of the recipient; and to direct the Budget Director to provide information to the Committee on the Budget and Government Operations regarding intended outcomes for any appropriation amendment related to a grant; and further, to direct the Comptroller to require each City department to deliver an annual report for each grant it administers, on or before June 1 of each year, to City Council, which was *Referred to the Committee on the Budget and Government Operations.*

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*Referred* -- EXEMPTION OF VOLO HOLDINGS LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006067]

Also, a proposed ordinance to exempt Volo Holdings LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 943 North Damen Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

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*Referred* -- ESTABLISHMENT OF PROJECT LABOR AGREEMENT PROCESSES FOR CONTRACTORS WHO PERFORM DEMOLITION, REMEDIATION, CONSTRUCTION OR OTHER SITE WORK ON CITY PROPERTY.

[O2023-0006419]

Also, a proposed ordinance establishing project labor agreements as a condition of each contract, purchase order, or agreement for the construction or development of any project awarded by any officer or agency of the City paid belonging to or administered by the City; such project labor agreement shall, at minimum, set forth mutually binding procedures for resolving jurisdictional labor disputes and grievances that arise before the completion of the work; contain guarantees against strikes, lockouts, or similar actions; ensure a reliable source of skilled and experienced labor; set forth goals for apprenticeship hours to be performed by minorities and women; and including other terms the parties deem appropriate, which was *Referred to the Committee on Workforce Development.*

Presented By

**ALDERPERSON VILLEGAS (36th Ward)**
**And ALDERPERSON LA SPATA (1st Ward):**

*Referred* -- CALL FOR HEARING(S) TO DISCUSS REPORT ENTITLED "WRONGFUL CONVICTIONS LITIGATION DATABASE: CHICAGO".

[R2023-0006157]

A proposed resolution calling on the Committee on Finance to hold public hearing to discuss the report entitled "Wrongful Convictions Litigation Database: Chicago" prepared by the Truth, Hope and Justice Initiative in partnership with the Law Firm Anti-Racism Alliance, Ropes & Gray, and Aon, including discussion regarding the report's findings and recommendations, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward)**
**And ALDERPERSON COLEMAN (16th Ward):**

*Referred* -- CALL ON CITY'S GENDER-BASED VIOLENCE TASK FORCE TO STUDY LEVELS OF VIOLENCE AFFECTING BLACK WOMEN AND FORMULATE STRATEGIC RESPONSE.

[Or2023-0006417]

A proposed order calling for the City of Chicago's gender-based task force, along with representatives of the Chicago Urban League and the National Association for the Advancement of Colored People, to study the causes of disproportionate levels of violence affecting Black women and formulate strategies to enhance coordination of prevention and intervention; improve law enforcement response; shift cultural norms on acceptability on what constitutes violence against Black women; utilize data to enhance efforts to combat violence and to create possible alternate responses outside the criminal justice system; and further, for the task force to submit a report of its findings to the Committee on Health and Human Relations and the Committee on Public Safety, which was *Referred to the Committee on Public Safety.*

Presented By

**ALDERPERSON SPOSATO (38th Ward):**

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 4734 North Cumberland Avenue; and

[Or2023-0006179]

one sign/signboard at 5859 West Irving Park Road.

[Or2023-0006181]

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Presented By

**ALDERPERSON NUGENT (39th Ward):**

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Blueprint Broadcasting -- 4986 North Elston Avenue; and

[O2023-0006042]

Taco Pros -- 4126 West Montrose Avenue.

[O2023-0005492]

Presented By

**ALDERPERSON VASQUEZ (40th Ward):**

*Referred* -- TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

[O2023-0006405]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2023 funds within the City Council Committee on Immigrant and Refugee Rights to meet the necessary obligations that have been or may be incurred during Year 2023 which was *Referred to the Committee on the Budget and Government Operations.*

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Presented By

**ALDERPERSON VASQUEZ (40th Ward)**
**And MANAA-HOPPENWORTH (48th Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. CATALPA AVE. AS "ELISE MALARY WAY".

[O2023-0006011]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the 1500 block of West Catalpa Avenue, from North Clark Street to North Ashland Avenue, as "Elise Malary Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON NAPOLITANO (41st Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 2-36 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-36-762 ESTABLISHING POLICY AND PROCEDURES FOR BEREAVEMENT LEAVE FOLLOWING DEATH OF UNIFORMED SERVICE MEMBER.

[O2023-0006445]

A proposed ordinance, presented by Alderpersons Napolitano, La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez,

Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, to amend Title 2, Chapter 36 of the Municipal Code of Chicago by adding new Section 2-36-762 regarding the Chicago Fire Department administrative leave bereavement procedures following the death of a member of the uniformed service, including death by suicide, which shall include the provision of counselors in the Fire Department's Employee Assistance Program to the firehouse of the deceased member; use of administrative leave for any uniformed service member assigned to the same firehouse on the day of such member's death; use of administrative leave for uniformed service members to attend funeral, wake or other memorial services; and, in cases not related to suicide, use of administrative leave for any member assigned to the same shift as the deceased; and further, establishing that any uniformed service member placed out of service or an administrative leave for these reasons receive full pay for such period of absence, which was *Referred to the Committee on Police and Fire.*

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Presented By

**ALDERPERSON REILLY (42nd Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. GRAND AVE. AS "ROSE FAY THOMAS WAY".

[O2023-0006444]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the south side of West Grand Avenue, from North LaSalle Drive to North Clark Street as "Rose Fay Thomas Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON MARTIN (47th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-6-230 OF MUNICIPAL CODE TO DISALLOW BOOTING OPERATIONS IN 47TH WARD.

[O2023-0006423]

A proposed ordinance to amend Title 4, Chapter 6, Section 230 of the Municipal Code of Chicago by disallowing booting operations within the 47th Ward, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 40.16(a) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. DAMEN AVE.

[O2023-0006425]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 40.16(a) to allow the issuance of additional alcoholic liquor licenses on the east side of North Damen Avenue, from West Lawrence Avenue to West Argyle Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- AMENDMENT OF CHAPTER 2-84 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-84-510 TO ESTABLISH COMPREHENSIVE STAFFING ANALYSIS FOR DEPARTMENT OF POLICE.

[O2023-0006424]

Also, a proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding new Section 2-84-510 directing the Department of Police to enter into an agreement with a qualified third party to conduct a comprehensive staffing analysis which shall include department-wide staffing levels and workforce allocation analysis and to present a written report of their findings and recommendations to the department within one year of the execution of the agreement; and directing the Committee on Police and Fire and the Committee on Ethics and Government Oversight to hold a hearing regarding the report within 30 days of receipt; and further, to use such report to develop an allocation methodology to adjust department staffing at least once a year, no later than April 1, which was *Referred to the Committee on Police and Fire.*

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Presented By

**ALDERPERSON MANAA-HOPPENWORTH (48th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 48.25 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. CLARK ST.

[O2023-0006127]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsection 48.25 to disallow the issuance of additional alcoholic liquor licenses on the east side of North Clark Street, from West Balmoral Avenue to West Foster Avenue, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

JC Autos -- 5521 North Clark Street; and

[O2023-0006438]

ONE Collision Auto & Glass, Inc. -- 1123 West Catalpa Avenue.

[O2023-0006439]

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Presented By

**ALDERPERSON HADDEN (49th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 49.41 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. LUNT AVE.

[O2023-0006144]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 49.41 to disallow the issuance of additional package goods license on West Lunt Avenue, from North Glenwood Avenue to North Ashland Avenue, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- EXEMPTION OF TAPIA'S AUTO REPAIR FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0006140]

Also, a proposed ordinance to exempt Tapia's Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7015 North Ravenswood Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON SILVERSTEIN (50th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 6450 N. CALIFORNIA AVE.

[Or2023-0006420]

A proposed order for the issuance of a permit to install a sign/signboard at 6450 North California Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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## *APPROVAL OF JOURNAL OF PROCEEDINGS.*

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JOURNAL (November 9, 2023)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Thursday, November 9, 2023 at 4:00 P.M., signed by her as such City Clerk.

Alderperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

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JOURNAL (November 15, 2023)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, November 15, 2023 at 10:00 A.M., signed by her as such City Clerk.

Alderperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## *UNFINISHED BUSINESS.*

None.

## *MISCELLANEOUS BUSINESS.*

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

members of the Mount Carmel High School state championship football team;

student council members from Northside Learning Center High School, accompanied by faculty members: Lisa Anderson, special education teacher; Jean Deering, social worker; and Neil Palma, teaching assistant;

students from Ray Graham Training Center High School;

members of the French Heritage Society;

Anjanette Young;

Chicago Police Officer Carlos Yanez, Jr.;

family members of the late Rudy Lozano;

representatives for the Chicago Gay Men's Chorus: Kevin Corbett, executive director; Jim Hennessey, board member; Eric Fredericks, board member; Craig Blessing, board member; Antonio Musillami, board member; Greg Marquis, board member;

Chicago Dragons rugby club president, Mark Pilkington.

At this point in the proceedings, Alderperson Mitchell recognized and congratulated Alderperson Harris on the occasion of her birthday. The members of the City Council and assembled guests joined together in applause.

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**Time Fixed For Next Succeeding Regular Meeting.**

[O2023-0006448]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, January 24, 2024, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- None.

Alderperson Hopkins moved to reconsider the foregoing vote. The motion was lost.

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At this point in the proceedings, Mayor Johnson expressed his appreciation to Jamila McMillon for her dedicated service as Senior Legislative Assistant and conveyed his best wishes as she leaves the Office of the Mayor to pursue new opportunities.

**Adjournment.**

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 24, 2024, at 10:00 A.M., in the Council Chamber in City Hall.

Andrea M. Valencia

ANDREA M. VALENCIA,
*City Clerk.*