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**COPY**



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

---

Regular Meeting -- Wednesday, February 21, 2024

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, February 21, 2024

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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, February 21, 2024 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, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Rodríguez-Sánchez, Mitts and Silverstein submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, on motion of the Chair, the request by Alderpersons Rodríguez-Sánchez, Mitts and Silverstein to attend the meeting remotely was *Accepted* by a viva voce vote.

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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.**

Reverend Dr. Joel D. Taylor, pastor of St. Paul Missionary Baptist Church, 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:

Lisa Bowden

George Blakemore

Tiwon Sims

Jessica Jackson

Zoe Leigh

Michael Young-Bey

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

John Paul Jones

Janice Cody

Judy King

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**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

*Rules Suspended* -- CELEBRATION OF BLACK HISTORY MONTH.

[R2024-0007854]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Martin, Ramirez-Rosa, Yancy, Hadden, Rodríguez-Sánchez, Manaa-Hoppenworth, Harris, Curtis, Villegas, Dowell, Vasquez, Mitts, Hall, Nugent, La Spata, Gutiérrez, Sigcho-Lopez, Cardona, Robinson, Clay, Burnett, Mitchell and City Clerk Valencia, a resolution celebrating Black History Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

Aldersperson 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, February is Black History Month, an annual celebration of the many achievements by African Americans and their central role in the history of the United States; and

WHEREAS, The origin of Black History Month began in 1915, half a century after the 13<sup>th</sup> Amendment abolished slavery in the United States, and grew out of "Negro History Week", the creation of noted historian Carter G. Woodson and other prominent African Americans; and

WHEREAS, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

WHEREAS, African Americans suffered enslavement and subsequently faced the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

WHEREAS, The vestiges of those injustices and inequalities remain evident in the society of the United States in 2024; and

WHEREAS, As a result of slavery, segregation, systemic racism and mass incarceration, the Black family has often been fractured, but not broken, as the love within communities has extended the familial bonds to support the family through oppression and other hard times; and

WHEREAS, The United States could have never achieved the greatness that it has achieved were it not for all the contributions that African Americans have made; and

WHEREAS, With the Civil Rights Movement and a growing awareness of Black identity, Black History Month or National African American History Month evolved to an annual celebration of achievements by Black Americans and a time for recognizing the central role of African Americans in U.S. history; and

WHEREAS, Black History Month provides Chicagoans with an opportunity to reflect on our shared history as Americans; and honor the contributions and sacrifices of Black Americans who have helped shape our Nation; and

WHEREAS, Our very own neighbors, friends, and constituents, contribute to deepening the richness and the landscape of Black history every day in our communities; and

WHEREAS, We recognize that we must continually recommit ourselves to the task of education, to see history not only through our own eyes, but through the eyes of those who experienced the world differently than we experience it and appreciate the struggles for the betterment of self, family, and community that so many have suffered for, strived for, worked for, and sacrificed for; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council, assembled this 21<sup>st</sup> day of February 2024, do hereby celebrate Black History Month, and encourage all Chicagoans to join in the celebration.

On motion of Alderperson Mitchell, seconded by Alderpersons Hall, Harris, Moore, Dowell, Yancy, Curtis, Mitts, Taylor, Robinson, Coleman, Mosley, Lopez, Hadden and Ervin, the foregoing proposed 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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 February as Black History Month. Since the founding of our city by Jean Baptiste Point DuSable, Chicago has been shaped by the achievements and contributions of our Black residents, the Mayor asserted, and while we strive to uplift and celebrate our Black residents every day, Black History Month presents the opportunity for us to celebrate the indelible contributions and honor the sacrifices of those who came before and it encourages us to continue our fight for equality, civil rights, and justice. "Through slavery, segregation, systemic racism, disparities, and mass incarceration, Black people continue to love, support, and uplift one another because we are a resilient people", the Mayor stated, and expressed his pride as Mayor of the City of Chicago in joining together with the distinguished guests in attendance at today's City Council meeting along with Black Chicagoans across the city in celebrating Black History Month. Reflecting on the contributions and sacrifices of Black Americans throughout our nation's history and the legacy gifted to each new generation, Mayor Johnson spoke of William Dawson who fought to establish a pro-immigrant and pro-Black liberation in the 1930s and Roberta Wilson who marched in Chicago to fight for fair housing in the 1960s and observed that the turmoil that we see around us and the resistance that we are experiencing now are not new. As we salute and honor the contributions and sacrifices of Black Americans, we can be assured that our city and nation will be better, stronger and safer, the Mayor declared, because of our long history of Black liberation. Mayor Johnson then left the Mayor's rostrum and strode to the commissioners gallery where he presented a parchment copy of the congratulation resolution to the distinguished guests in attendance.

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At this point in the proceedings, the Honorable Brandon Johnson, Mayor, requested that the members of the City Council and assembled guests observe a moment of silence in remembrance of the life of the late Ann Lightfoot, mother of former Mayor Lori Lightfoot.

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*Rules Suspended* -- RECOGNITION OF LEGACY OF "DIVINE NINE" BLACK FRATERNITIES AND SORORITIES.

[R2024-0007857]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Martin, Ramirez-Rosa, Yancy, Hadden, Rodríguez-Sánchez, Manaa-Hoppenworth, Harris, Curtis, Villegas, Dowell, Vasquez, Mitts, Hall, Nugent, La Spata, Gutiérrez, Sigcho-Lopez, Cardona, Robinson, Clay, Burnett, Mitchell and City Clerk Valencia, a resolution honoring the "Divine Nine" fraternities and sororities.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

Aldersperson 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 service and appreciation of their positive community impact, the Mayor and members of this Chamber are pleased to honor the "Divine Nine" fraternities and sororities; and

WHEREAS, The "Divine Nine" fraternities and sororities were established in the early 20<sup>th</sup> century as a way for Black college students to connect with each other and build support networks; and

WHEREAS, These organizations were formed as a response to the exclusion and discrimination that Black students faced in predominantly white fraternities and sororities; and

WHEREAS, The "Divine Nine" includes the following organizations: Alpha Phi Alpha, Kappa Alpha Psi, Omega Psi Phi, Alpha Kappa Alpha, Delta Sigma Theta, Phi Beta Sigma, Zeta Phi Beta, Sigma Gamma Rho, and Iota Phi Theta; and

WHEREAS, The first Black fraternity, Alpha Phi Alpha, was founded in 1906 at Cornell University, followed by Kappa Alpha Psi fraternity in 1911 and Omega Psi Phi fraternity in 1911, and the first Black sorority, Alpha Kappa Alpha, was founded in 1908 at Howard University, followed by Delta Sigma Theta sorority in 1913; and

WHEREAS, The National Pan-Hellenic Council (NPHC), established in 1930 at Howard University in Washington, D.C. as a way for these organizations to collaborate and coordinate their efforts, serves as the governing council for the "Divine Nine"; and

WHEREAS, The "Divine Nine" organizations hold a significant position in the Black community, because they are known for always promoting leadership, scholarship, and community service, with their members being active in programs such as voter registration and education reform; and

WHEREAS, The NPHC also serves as a connection between its member organizations and the larger community, working to build partnerships with other organizations and promoting the positive impact of the "Divine Nine"; and

WHEREAS, Black fraternities and sororities have expanded their presence beyond HBCUs to most college and university campuses; and

WHEREAS, There are thousands of Black Americans who are members of fraternities and sororities, including pivotal figures such as Vice President Kamala Harris and Dr. Martin Luther King, Jr., working together daily and making strides to improve the lives of all Americans; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of February 2024, do hereby honor the legacy of the "Divine Nine" fraternities and sororities, express to them our heartfelt gratitude for molding pillars of our community, and extend to them our best wishes for continued growth and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the National Pan-Hellenic Council in recognition of all of the impactful work of its member organizations.

On motion of Alderperson Mitchell, seconded by Alderpersons Yancy, Dowell, Burnett, Harris, Coleman, Lee, Moore, Mitchell and Robinson, the foregoing proposed 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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 recognizing and honoring the legacy of the "Divine Nine" fraternities and sororities. "This collective of historically Black fraternities and sororities has left a mark on our nation's history, our culture, and the influence that Black men and women have provided for this city", the Mayor stated. As we celebrate the uniqueness of each fraternity and sorority within the Divine Nine we are also reminded, the Mayor observed, that together their collective response and commitment to not only academic excellence but to community service "makes them much more divine". The members of the "Divine Nine" take tremendous strides to improve the lives of all Americans through service, education, and scholarship, the Mayor continued, and we are delighted in the example these organizations set as they continue to serve as a source of inspiration, empowerment, and pride. Mayor Johnson then left the Mayor's rostrum and strode to the commissioners gallery where he presented a parchment copy of the congratulation resolution to the distinguished guests in attendance.

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO CHICAGO AREA MOREHOUSE COLLEGE ALUMNI ASSOCIATION ON 157<sup>TH</sup> ANNIVERSARY.

[R2024-0007858]

The Honorable Brandon Johnson, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Martin, Ramirez-Rosa, Yancy, Hadden, Rodríguez-Sánchez, Manaa-Hoppenworth, Harris, Curtis, Villegas, Dowell, Vasquez, Mitts, Hall, Nugent, La Spata, Gutiérrez, Sigcho-Lopez, Cardona, Robinson, Clay, Burnett, Mitchell and City Clerk Valencia, a resolution honoring the Morehouse College Chicago-area Alumni Association celebrating its 157<sup>th</sup> anniversary.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

Aldersperson 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 City Council is pleased to honor Chicago Area Morehouse College Alumni Association as Morehouse College celebrates its 157<sup>th</sup> anniversary and a tradition of producing many of the world's greatest leaders; and

WHEREAS, On February 14, 1867, two years after the Civil War ended, Augusta Theological Institute, which later became Morehouse College, was established in the basement of Springfield Baptist Church in Augusta, Georgia; and

WHEREAS, In 1879, the Reverend Frank Quarles invited the Augusta Theological Institute to move to the basement of Friendship Baptist Church in Atlanta, which it did and changed its name to Atlanta Baptist Seminary, and later, after another move, Atlanta Baptist College; and

WHEREAS, Atlanta Baptist College, already a leader in preparing African Americans for teaching and the ministry, expanded its curriculum and established the tradition of educating leaders for all areas of life; and

WHEREAS, Upon the death of its founder in 1913, Atlanta Baptist College was named Morehouse College in honor of Henry L. Morehouse, the corresponding secretary of the Northern Baptist Home Mission Society; and

WHEREAS, Today, Morehouse College is located on a 66-acre campus in Atlanta and enjoys an international reputation for producing black male leaders who have influenced national and world history; and

WHEREAS, As Morehouse celebrates its 157<sup>th</sup> anniversary in 2024, the Chicago Area Morehouse College Alumni Association, since its establishment in the early 1960s, has continuously supported and furthered the ideals and interests of Morehouse College; and

WHEREAS, In partnership with leaders at the national, regional, and local level, the Chicago Area Morehouse College Alumni Association provides service and support to its alumni, students, and the larger Morehouse family through a variety of programs and initiatives; and

WHEREAS, The Chicago Area Morehouse College Alumni Association supported Dr. Martin Luther King, Jr. by participating in the 1966 Chicago Freedom Movement Campaign; and

WHEREAS, For decades, the Chicago Area Morehouse College Alumni Association has performed as a leading Morehouse Alumni Chapter in securing high volumes of incoming Morehouse freshmen; and

WHEREAS, The Chicago Area Morehouse Alumni Association has historically supported Chicago high school graduates with securing thousands of scholarship dollars by way of the Walter and Shirley Massey Scholarship; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of February 2024, do hereby honor the Chicago Area Morehouse College Alumni Association on the occasion of Morehouse College's 157<sup>th</sup> anniversary.

On motion of Alderperson Mitchell, seconded by Alderpersons Hall, Burnett, Moore, Ervin, Coleman and Mosley, the foregoing proposed 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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 recognizing and honoring the Chicago Morehouse College Alumni Association and their contributions to the City of Chicago. Declaring Morehouse College not only a beacon of learning and empowerment for Black men, but also a source of pride, Mayor Johnson lauded the alumni of Morehouse for blazing trails across sectors and fields of study and breaking down barriers only to prove once again that excellence knows no bounds. As we celebrate the 157<sup>th</sup> anniversary of Morehouse College, it is also important that we recognize the mark that these men are making on communities by providing hope and direction for posterity, the Mayor observed. The men of Morehouse College have consistently demonstrated their unique ability to change the world with leadership and service, the Mayor continued, and a debt of gratitude is owed to the members of the Chicago Alumni Association for their positive influence on our city and especially in the lives of Chicago's young Black men. Mayor Johnson then left the Mayor's rostrum and strode to the commissioners gallery where he presented a parchment copy of the congratulation resolution to the distinguished guests in attendance.

REGULAR ORDER OF BUSINESS RESUMED.

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*Referred* -- APPOINTMENT OF JULIE HERNANDEZ-TOMLIN AS COMMISSIONER OF DEPARTMENT OF FLEET AND FACILITY MANAGEMENT.

[A2024-0007823]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Julie Hernandez-Tomlin as Commissioner of the Department of Fleet and Facility Management.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- REAPPOINTMENT OF RIC PORREZ AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2024-0007827]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have reappointed Ric Porrez as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

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*Referred -- REAPPOINTMENT OF HELEN R. BAILEY AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).*

[A2024-0007825]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have reappointed Helen R. Bailey as a member of Special Service Area Number 27, the West Lakeview Commission, for a term effective immediately and expiring February 15, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred -- APPOINTMENT OF ROBERT L. TAYLOR AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).*

[A2024-0007829]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Robert L. Taylor as a member of Special Service Area Number 43, the Devon Avenue Commission, for a term effective immediately and expiring February 7, 2027, to succeed Rebecca Vazquez, 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 ANGELICA M. MARKS AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).*

[A2024-0007830]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Angelica M. Marks as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred -- APPOINTMENT OF JAMES A. NURSS AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).*

[A2024-0007831]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed James A. Nurss as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred --* APPOINTMENT OF GEORGE W. ROBNETT III AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007837]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed George W. Robnett III as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred --* APPOINTMENT OF MARY J. ROGEL AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007832]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Mary J. Rogel as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

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*Referred -- APPOINTMENT OF GEORGE W. RUMSEY AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).*

[A2024-0007833]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed George W. Rumsey as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- APPOINTMENT OF NANCY H. STANEK AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).*

[A2024-0007834]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Nancy H. Stanek as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred -- APPOINTMENT OF ERIC L. THOMPSON AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).*

[A2024-0007835]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Eric L. Thompson as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

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*Referred* -- APPOINTMENT OF JENNIFER HESSER AS MEMBER OF  
NORTH MICHIGAN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 76).  
[A2024-0007826]

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

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Jennifer Hesser as a member of Special Service Area Number 76, the North Michigan Avenue Commission, for a term expiring March 23, 2028, such period allocated as follows: a term effective immediately and expiring March 23, 2025, to complete the unexpired term of Adrienne E. O'Brien, who has resigned, followed immediately by a full three-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 MARSHALL ELIJAH HATCH, SR., AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.  
[A2024-0007853]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Education and Child Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Marshall Elijah Hatch, Sr., as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2026, to succeed Deborah H. Telman, 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 DARLINE OLIVER HIGHTOWER AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.  
[A2024-0007855]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Education and Child Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Darline Oliver Hightower as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2025, to succeed Karen Kent, 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 KATYA NUQUES AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007852]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Education and Child Development:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Katya Nuques as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2026, to succeed Walter E. Massey, 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 OSCAR SANCHEZ AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007856]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Education and Child Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Oscar Sanchez as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2025, to succeed Darrell A. Williams, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred --* APPOINTMENT OF ADRIENNE M. JOHNSON AS MEMBER OF DISTRICT COUNCIL 001.

[A2024-0007824]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- Pursuant to Section 2-80-070(c) of the Municipal Code of Chicago, I have appointed Adrienne M. Johnson as a member of District Council 001 to fill a current vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred --* APPOINTMENT OF ROBERTO REQUEJO AS MEMBER OF CHICAGO TRANSIT BOARD.

[A2024-0007851]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- I have appointed Roberto Requejo as a member of the Chicago Transit Board for a term effective immediately and expiring September 1, 2029, to succeed Alejandro Silva, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

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*Referred* -- ISSUANCE OF GENERAL OBLIGATION AND/OR SALES TAX  
SECURITIZATION CORPORATION BONDS FOR ECONOMIC DEVELOPMENT  
AND AFFORDABLE HOUSING PROGRAMS.

[O2024-0007838]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Housing and Real Estate, the communication, together with the proposed ordinance transmitted therewith, was *Referred to the Committee on Committees and Rules.*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*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 authorizing the issuance of up to \$1.25 Billion in General Obligation and/or Sales Tax Securitization Corporation bonds for economic development and affordable housing programs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- LOAN RESTRUCTURING AGREEMENT WITH HALSTED LIMITED PARTNERSHIP RELATED TO ACQUISITION AND REHABILITATION OF BUILDING AT 3600 -- 3616 N. HALSTED ST.

[O2024-0007870]

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

February 21, 2024.

*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 execution of a loan restructuring agreement with Halsted Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- LOAN RESTRUCTURING AGREEMENT WITH HOLLYWOOD HOUSE LIMITED PARTNERSHIP RELATED TO ACQUISITION AND REHABILITATION OF BUILDING AT 5700 N. SHERIDAN RD.

[O2024-0007868]

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

February 21, 2024.

*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 execution of a loan restructuring agreement with Hollywood House Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT VARIOUS CITY PARKS.

[O2024-0007872, O2024-0007873, O2024-0007875]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*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 execution of intergovernmental agreements with the Chicago Park District to provide TIF funds for improvements at various City parks.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH CHICAGO COOPERATIVE FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION OF BUILDING AT 4620 N. BROADWAY INTO GROCERY STORE.

[O2024-0007864]

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

February 21, 2024.

*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 execution of an amended redevelopment agreement with Chicago Corporative to provide TIF funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH PORTAGE PARK CAPITAL LLC FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR CONSTRUCTION OF PROJECT AT 3611 -- 3657 N. CENTRAL AVE.

[O2024-0007876]

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

February 21, 2024.

*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 execution of an amended redevelopment agreement with Portage Park Capital LLC to provide TIF funds for improvements at 3657 North Central Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- TECHNICAL SERVICES AGREEMENT WITH NATIONAL RENEWABLE ENERGY LABORATORY AT O'HARE INTERNATIONAL AIRPORT.

[O2024-0007861]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a technical service agreement with National Renewable Energy Laboratory.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*



*Referred* -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2024-0007859]

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

February 21, 2024.

*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 Number 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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*Referred* -- SUPPORT OF COOK COUNTY TAX INCENTIVES FOR PROPERTIES  
AT VARIOUS LOCATIONS.

[O2024-0007878, O2024-0007879]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*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 provision of favorable tax incentives to various properties within the City.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- SALE OF VARIOUS CITY-OWNED PROPERTIES.*

[O2024-0007887, O2024-0007894,  
O2024-0007907, O2024-0007912]

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

February 21, 2024.

*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 sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO METROPOLITAN AGENCY FOR PLANNING REGARDING ECONOMIC IMPACT ANALYSIS OF TRANSPORTATION IMPROVEMENTS CONSIDERING LOCATION, WALKABILITY, MULTIMODAL SAFETY AND CONNECTIVITY FOR ALL USERS WHEN CONSIDERING COMMERCIAL EXPANSION.

[O2024-0007884]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Transportation and Public Way*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

February 21, 2024.

*To the Honorable, The City Council of the City of Chicago:*

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Metropolitan Agency for Planning.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

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**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNAL.

February 15, 2024.  
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on February 15, 2024, 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 February 21, 2024, 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 special meeting held on February 15, 2024, 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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**Miscellaneous Communications, Reports, Et Cetera,  
Requiring Council Action (Transmitted To  
City Council By City Clerk).**

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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:

Amaro, Erendira	[CL2024-0007850]
Braselton, Jessalynn, L.	[CL2024-0007848]
Daniel, Larry L.	[CL2024-0007923]
Frisk, Sara B.	[CL2024-0007889]
Goodman, Jalen J.	[CL2024-0007888]
Hondzinski, Jennifer L.	[CL2024-0007820]
Hoslett, Cristha G.	[CL2024-0007847]
Jenkins, Fritzgerald	[CL2024-0007849]

Johnson, Lamont	[CL2024-0007846]
Kotzamanis, James N.	[CL2024-0007836]
Kuran, Michael	[CL2024-0007821]
Liao, Jiajie	[CL2024-0007818]
Montgomery, James D., Jr.	[CL2024-0007921]
Ochoa, Erika C.	[CL2024-0007919]
Peterson, Claudia T.	[CL2024-0007839]
Phillips, Sheila M.	[CL2024-0007922]
Richardson, Lawrence J.	[CL2024-0007815]
Stefanski, Nelli	[CL2024-0007822]
Wang, Huan	[CL2024-0007920]

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*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF PHEBE AND JOHN GRAY HOUSE AT 4362 W. GRACE ST. AS CHICAGO LANDMARK.

[O2024-0007798]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of February 15, 2024, and received in the Office of the City Clerk on February 15, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of the Phebe and John Gray House at 4632 West Grace Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO PARKSIDE PHASE III, L.P. FOR ACQUISITION, LEASING, CONSTRUCTION AND EQUIPPING OF LOW- AND MODERATE-INCOME RESIDENTIAL FACILITIES AND RELATED COMMON FACILITIES AT VARIOUS LOCATIONS.

[SO2024-0007326]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Finance, to which was referred a substitute ordinance concerning the issuance of financial assistance to Parkside Phase III LLC for the Parkside Phase III affordable housing project, located at 500 -- 520 West Hobbie Street, 542 West Elm Street, 558 -- 576 West Elm Street, 1101 -- 1129 North Cambridge Avenue and 1100 -- 1128 North Cleveland Avenue, located in the 27<sup>th</sup> Ward (SO2024-0007326), in the amount of up to \$4,250,000 in Multi-Family Program Funds and up to \$16,400,000 in Tax Increment Financing (TIF) funds, having had 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 February 14, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

On motion of Alderperson Dowell, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 27, 2021, and published at pages 40213 -- 40503 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, the City Council of the City (the "City Council") authorized the issuance of general obligation bonds in one or more series, in an aggregate principal amount not to exceed \$660,000,000 for the Chicago Recovery Plan ("CRP") to finance the costs of the Recovery Purposes (as defined therein); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to Parkside Phase III, L.P., an Illinois limited partnership (the "Borrower" or the "Partnership"), the general partner of which is Parkside III, LLC, an Illinois limited liability company, (the "General Partner"), the sole member of which is Parkside Associates, LLC, an Illinois limited liability company, of which Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC"), and Holsten Real Estate Development Corporation, an Illinois corporation, are members, in an amount not to exceed \$4,250,000 (the "Loan"), to be funded from Multi-Family Program Funds and/or CRP proceeds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof, to enable it to pay or reimburse a portion of the costs of acquiring, leasing, constructing, and equipping of low- and moderate- income residential rental facilities and related common facilities and

containing approximately 99 units, 65 of which will be affordable units and approximately 34 of which will be unrestricted units (together with related common areas along with parking lot facilities and as further described on Exhibit A hereto, the "Project"), located on the properties: (i) bounded by North Larrabee Street on the west, West Elm Street on the south, North Cambridge Avenue on the east, and a prior Parkside Phase to the north, and (ii) bounded by North Cambridge Avenue on the west, West Elm Street on the north, North Cleveland Avenue on the east, and West Hobbie Street on the south, Chicago, Cook County, Illinois (the "Property"); and

WHEREAS, In the event LAC receives the Loan, LAC will loan all Loan proceeds to the Borrower in connection with the Project; and

WHEREAS, Pursuant to ordinances adopted on July 30, 1997, and published in the *Journal* for such date at pages 49207 to 49373, 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: (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Near North 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"). The Original Plan Ordinance, the Designation Ordinance, and the TIF Adoption Ordinance, as amended by Amendment Number 1 and Amendment Number 2 (defined below), are referred to herein collectively as the "TIF Ordinances"; and

WHEREAS, The City Council first amended the Original Plan Ordinance pursuant to an ordinance adopted on April 24, 2020, and published in the *Journal* for such date at pages 15310 to 15313 ("Amendment Number 1"), and subsequently amended it pursuant to an ordinance adopted on October 14, 2021, and published in the *Journal* for such date at pages 37143 to 37296 ("Amendment Number 2", and together with the Original Plan and Amendment Number 1, the "Plan"); and

WHEREAS, LAC and the Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, as amended (310 ILCS 10/1, et seq.) (the "CHA") are entering into a long-term ground lease for the Property, which leasehold interest will be assigned to the Partnership, on which the Partnership will construct the Project; and

WHEREAS, The Project is necessary for the redevelopment of the Area; and

WHEREAS, The Borrower and LAC (hereinafter collectively referred to as the "Developer") will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement ("Redevelopment Agreement") to be executed by the Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Near North Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-B(b) of the Act ("Incremental Taxes"); and

WHEREAS, Pursuant to its Resolution 23-CDC-28 adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 13, 2023, the Commission has recommended that the Developer be designated as the developer for the Project and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

*Be It Ordained by the City Council of the City of Chicago, as follows:*

SECTION 1. 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 Redevelopment Agreement.

SECTION 2. Upon the approval and availability of the Additional Financing (as described on Exhibit A hereto), 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 Loan. 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 Loan which 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 Loan to LAC and/or the Borrower.

SECTION 3. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. Upon the approval and availability of the Additional Financing, the Commissioner of DPD or a designee thereof (the "Authorized DPD Officer") is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement with the Developer, and such other supporting documents as may be necessary to carry out and comply with the provisions of such agreements, with such changes, deletions and insertions as shall be approved by the persons executing such agreements. The Redevelopment Agreement shall 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 DPD Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this Ordinance.

SECTION 5. The City Council hereby finds that the City is authorized to pay an aggregate amount not to exceed \$16,400,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund to LAC to finance a portion of the eligible costs included within the Project, including securing any portion of the Additional Financing. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 5.

SECTION 6. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk 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 7. 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 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 8. This ordinance shall be in full force and effect upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

*Project And Financing.*

**Borrower:** Parkside Phase III, L.P., an Illinois limited partnership (the "Partnership"), and/or Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC").

**Project:** Acquisition, leasing, construction, and equipping of low- and moderate-income residential facilities and related common facilities on the properties: (i) bounded by North Larrabee Street on the west, West Elm Street on the south, North Cambridge Avenue on the east, and a prior Parkside Phase to the north, and (ii) bounded by North Cambridge Avenue on the west, West Elm Street on the north, North Cleveland Avenue on the east, and West Hobbie Street on the south, in Chicago, Illinois (the "Property") and consisting of 99 units, 65 of which will be affordable units and 34 of which will be unrestricted market-rate units (together with related common areas along with parking lot facilities, the "Project").

**Loan:**

<b>Source:</b>	Multi-Program Funds and/or CRP proceeds.
<b>Amount:</b>	Not to exceed \$4,250,000.
<b>Term:</b>	Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.
<b>Interest:</b>	Zero percent per annum.
<b>Security:</b>	Non-recourse loan(s); fourth mortgage on the Property (the "City Mortgage").

**Additional Financing:**

1. 1<sup>st</sup> Permanent Mortgage Loan:

Amount: Approximately \$10,100,000 or such other amount to which the DOH Commissioner may consent.

Term: Not to exceed 40 years or such other term acceptable to the DOH Commissioner.

Source: An entity acceptable to the DOH Commissioner.

Interest: Not to exceed 8 percent or such other lesser rate acceptable to the DOH Commissioner.

Security: First mortgage lien on the Property, senior to the lien of the City Mortgage during the permanent phase.

2. 1<sup>st</sup> Construction Mortgage Loan:

Amount: Approximately \$34,700,000 or such other amount to which the DOH Commissioner may consent.

Term: Not to exceed 4 years.

Source: JPMorgan Chase Bank, N.A., or another entity acceptable to the DOH Commissioner.

Interest: A variable rate not to exceed 12 percent, or such other lesser rate acceptable to the DOH Commissioner.

Security: A first mortgage lien on the Property, senior to the lien of the City Mortgage during the construction phase.

3. 2<sup>nd</sup> Construction/Permanent Mortgage Loan:

Amount: Approximately \$1,000,000 or such other amount to which the DOH Commissioner may consent.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.

Source: An entity acceptable to the DOH Commissioner.

Interest: A variable rate not to exceed 8 percent, or such other lesser rate acceptable to the DOH Commissioner.

Security: A second mortgage lien on the Property, senior to the lien of the City Mortgage.

4. CHA Funds 3<sup>rd</sup> Mortgage Loan:

Amount:	Approximately \$11,500,000 or such other amount to which the DOH Commissioner may consent.
Source:	Chicago Housing Authority or other funds from sources acceptable to the DOH Commissioner.
Term:	Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.
Interest:	Zero percent per annum, or such other rate acceptable to the DOH Commissioner.
Security:	A mortgage lien on the Property, senior to the lien of the City Mortgage.

5. Donations Tax Credit 5<sup>th</sup> Mortgage Loan:

Amount:	Approximately \$4,734,214 or such other amount to which the DOH Commissioner may consent.
Term:	Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.
Source:	Illinois Affordable Housing Tax Credits allocated to the CHA in the aggregate approximate amount of \$5,156,755. The CHA will loan the proceeds from the sale of such donation tax credits to the Borrower or another entity acceptable to the DOH Commissioner.
Interest:	Zero percent per annum or such other interest rate acceptable to the DOH Commissioner.
Security:	A fifth mortgage lien on the Property, junior to the lien of the City Mortgage.

6. TIF Loan 6<sup>th</sup> Mortgage Loan:

Amount:	Not to exceed \$16,400,000.
Source:	Available incremental taxes from the City of Chicago, Near North Tax Increment Financing Redevelopment Project Area, which will be used to repay a portion of the Lender Financing (as defined in the Redevelopment Agreement).

Term: Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.

Interest: Zero percent per annum or such other interest rate acceptable to the DOH Commissioner.

Security: A sixth mortgage lien on the Property, junior to the lien of the City Mortgage.

7. LIHTC Equity:

Amount: Approximately \$17,866,062, or such other amount to which the DOH Commissioner may consent.

Source: To be derived from the syndication by the General Partner of low-income housing tax credits generated by the Property.

8. ComEd Grant 7<sup>th</sup> Mortgage Loan:

Amount: Approximately \$331,415.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the DOH Commissioner.

Source: ComEd.

Interest: Zero percent per annum or such other interest rate acceptable to the DOH Commissioner.

Security: A seventh mortgage lien on the Property, junior to the lien of the City Mortgage.

9. General Partner Contribution:

Amount: Approximately \$10,100.

Source: General Partner.

10. Deferred Developer Fee:

Amount: Approximately \$1,000,000.

*Exhibit "B".*  
(To Ordinance)

*Parkside Phase III, L.P. Redevelopment Agreement.*

This Parkside Phase III, L.P. Redevelopment Agreement (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Parkside Phase III, L.P. an Illinois limited partnership ("Rental Owner"), and Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC").

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, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Near North redevelopment project area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on July 30, 1997 and subsequently amended on April 24, 2020, and on October 14, 2021, and published in the Journal for such respective dates.

D. The Project: Parkside Associates, LLC, an Illinois limited liability company ("Parkside") of which Holsten Real Estate Development Corporation ("Holsten") and LAC are members, previously entered into a Contract for Redevelopment of Cabrini-Green Extension North dated September 29, 2005 (as amended, the "CHA Redevelopment Agreement") with the Chicago Housing Authority ("CHA") and Daniel E. Levin and The Habitat Company LLC, not personally but in their former official capacity as Receiver for CHA, for the construction by Parkside and other entities formed by Parkside of approximately 718 housing units, including

replacement public housing, on sites located within the Near North Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"). The project contemplated by this Redevelopment Agreement is for the construction of approximately 99 of those units on sites legally described on Exhibit A (the "Property"). CHA will lease the Property to LAC which will assign the ground lease to Rental Owner, subject to certain regulatory restrictions. The Property is approximately 2.14 acres and is located wholly within the Redevelopment Area. The Property is currently undeveloped and subject to the zoning requirements stated in Residential-Business Planned District No. 1006 and District No. 1556 (including any approved amendment thereof, the "PD"). In accordance with this Agreement, the Developer Parties (as hereinafter defined) plan to construct a combination of an eight-story mid-rise building, and three (3) three-story walk-up buildings. The buildings will collectively comprise approximately 99 rental units consisting of 65 rental units for low-income families, 37 of which will also be CHA-RAD rental units, and 34 market rate rental units, community spaces, outdoor spaces, and approximately 69 off-street parking spaces (the "Facility"). The "Project" means the Facility and related improvements, 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: The Project will be carried out in accordance with this Agreement, the PD, 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 Parties 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 Parties agree 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.

<b>Table of Contents</b>	<b>List of Exhibits</b>
1. Recitals, Headings and Exhibits	A *Legal Description of the Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Requisition Form
4. Financing	D [intentionally omitted]
5. Conditions Precedent	
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	

<p>8. Covenants/Representations/Warranties of Developer Parties                  9. Covenants/Representations/Warranties of the City                  10. Developer Parties' Employment Obligations                  11. Environmental Matters                  12. Insurance                  13. Indemnification                  14. Maintaining Records/Right to Inspect                  15. Defaults and Remedies                  16. Mortgaging of the Project                  17. Notice                  18. Miscellaneous</p>	<p>(An asterisk (*) indicates which exhibits are to be recorded.)</p>
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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 Parties.

“Annual Compliance Report” means a signed report from Rental Owner to the City (a) itemizing each of Developer Parties’ obligations under this Agreement during the preceding calendar year, (b) certifying Developer Parties’ 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 Parties are 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 8.26); and (8) compliance with all other executory provisions of this Agreement.

“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 Parties pursuant to this Agreement.

“Certificate” means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

“CHA-RAD Units” shall mean the 37 residential units in the Project which shall be leased to CHA Residents by the Rental Owner.

“CHA Residents” shall mean tenants converting from “public housing” as defined in Section 3(b) of the United States Housing Act of 1937, as amended, to assistance under Section 8 of the aforesaid Act in accordance with the Rental Assistance Demonstration (“RAD”) Program authorized by the Consolidated and Further Continuing Appropriations Act of 2012, as such laws may hereafter be amended from time to time or any successor legislation, together with all regulations implementing the same.

“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).

“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 Rental Owner and the General Contractor providing for construction of the Project.

“Corporation Counsel” means the City’s Department of Law.

“Developer Parties” means, collectively, the Rental Owner, and LAC; “Developer Party” means any one of the Developer Parties.

“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 Parties' 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 the 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 Parties and Developer Parties' lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Existing Materials" shall mean the Hazardous Materials and other environmental conditions described in any SRP reports existing on the Property prior to or as of the Closing Date.

"Facility" 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 Parties 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 Parties 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 Parties or by third parties in positions ancillary to Developer Parties' 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 Rental Owner pursuant to Section 6.01.

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic, or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall

include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

“Human Rights Ordinance” is defined in Section 10.

“In Balance” is defined in Section 4.07.

“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 Parties from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

“Limited Partner” means Alliant Tax Credit Fund 116, LP, a California limited partnership or another affiliate of Alliant, Inc., and its successors and assigns.

“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.

“NFRL” shall mean a No Further Remediation Letter issued pursuant to the SRP.

“Non-Governmental Charges” means all non-governmental charges, liens, claims, or encumbrances relating to Developer Parties, the Property, or the Project.

“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 Parties’ 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.

"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).

"Prior Obligations" means those amounts of Incremental Taxes deposited in the TIF Fund attributable to the taxes levied on the Redevelopment Area that have been pledged by the City to pay the following:

<b>Prior obligation</b>	<b>Amount</b>
DOH-Parkside Four Phase 3 (25336)	\$13,479,990
DOH - Parkside Four Phase 3 (25337)	\$16,400,000
RDA - North Town Village - Phase 1 - CHA	\$26,254,328
<i>RDA - Parkside 4 - Phase 3</i>	\$19,150,000
IGA - CPS - Franklin E.S. - Plumbing	\$2,860,000
IGA - CPS - Manierre E.S. - MEP/Plumbing/Fire 0 Alarm/Roof/Masonry	\$6,952,000
IGA-CPS-Skinner North	\$10,450,000
IGA-CPD-Near North Park Athletic Field	\$4,400,000
AIS-Fire Air Mask Service-1044 N Orleans Facility - MEP Upgrades/Interior Exterior Renovations	\$1,000,000
AIS-Police Station-District 18- 1160 N Larrabee St-MEP	\$1,500,000
CDOT - CTA Division St Brown Line Station - 0 Feasibility and Engineering Study	\$11,000,000
CDOT - Bridge - Division St - Pre- Construction	\$32,699,598

"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 Parties to DPD, in accordance with Section 3.03.

"Property" is defined in the Recitals.

"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.

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer Parties 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" means the State of Illinois Site Remediation Program, as codified at 415 ILCS 5/58, et seq., as amended from time to time.

"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 leasehold title insurance policy in the most recently revised ALTA or equivalent form, showing Rental 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.

"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 Facility, Developer Parties shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 36 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. Rental Owner has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, Rental Owner shall submit to DPD 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. Rental Owner 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. Rental Owner has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$[67,191,793]. Rental Owner hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity 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. Rental Owner shall promptly

deliver to DPD 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 Developer Parties to DPD's Construction and Compliance division for DPD's prior written approval. Provided that a complete submission has been made as indicated above, DPD will use reasonable efforts to review all submitted change order documentation and issue written determinations within 30 days of the submission. Developer Parties 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. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. 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 Developer Parties.

3.05 DPD Approval. Any approval granted by 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 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 approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer Parties' obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals). Developer Parties shall not start construction of the Project until Developer Parties have obtained all necessary permits and approvals (including but not limited to DPD'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. After the Closing Date, on or before the \_\_\_ of each reporting month, Rental Owner shall provide 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 DPD's written approval pursuant to Section 3.04). Developer Parties shall provide an updated Survey to DPD if requested by 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 Rental Owner's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Rental Owner'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 DPD, before Rental Owner 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 Parties' 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, Rental Owner shall install a construction barricade of a type and appearance satisfactory to the City and it shall be 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 (other than the name and logo of the Project).

3.10 Signs and Public Relations. Developer Parties 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 Parties, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Developer Parties 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 Parties 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 Parties 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.

#### 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:

1 <sup>st</sup> Mortgage	\$10,100,000
2 <sup>nd</sup> Mortgage	\$1,000,000
CHA Funds	\$11,500,000
City Funds	\$16,400,000
City Multi-Family Loan Funds	\$4,250,000
Donation Tax Credit (DTC) Loan	[\$4,734,215]
9% LIHTC Equity	\$17,866,063
ComEd Grant	\$331,415
GP Contribution Equity	\$10,100
Deferred Developer Fee	\$1,000,000
Estimated Total	[\$67,191,793]

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 Parties Funds. Equity 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 Parties 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. City Funds may be structured as a grant to LAC, which will then loan the funds to the Rental Owner.

(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 City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer Parties for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$16,400,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$16,400,000; 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 Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$16,400,000 is contingent upon the fulfillment of the condition set forth in this subsection. If such condition is not fulfilled, the amount of Equity to be contributed by Developer Parties pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08, and Section 5 hereof, the City shall disburse the City Funds in five (5) payments as follows: (i) \$4,100,000 upon the completion of 25% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (ii) \$4,100,000 upon the completion of 50% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (iii) \$4,100,000 upon the completion of 75% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; (iv) \$2,050,000 upon the completion of 100% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and (v) \$2,050,000 upon issuance of the Certificate. The Developer Parties hereby appoint the Rental Owner as the agent for all the Developer Parties for the purpose of executing Requisition Forms and other certifications required to be delivered to the City pursuant to this Agreement and providing support documentation in connection with requests for disbursement of City Funds hereunder.

4.04 Requisition Form. Developer Parties shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the

Requisition Form. Developer Parties shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

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 Parties incur and pay Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer Parties are required to demonstrate before the Closing Date, then Developer Parties shall 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 Parties under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer Parties but shall reduce the amount of Equity and/or Lender Financing Developer Parties are required to contribute under Section 4.01.

(b) TIF District Administration Fee. Annually, the City may allocate from the TIF Fund 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 Parties 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 Parties shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer Parties' delivery of any request for disbursement of City Funds shall, in addition to the items expressly set forth in such request, constitute Developer Parties' 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 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 Parties have 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 Parties are in compliance with all covenants contained in this Agreement;

(e) Developer Parties have 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 Parties hereby agrees that, if the Project is not In Balance, Developer Parties shall, within 10 days after a written request by the City, 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 Parties 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 Parties. In addition, Developer Parties 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 Parties' compliance with the provisions of this Agreement, and are subject to being reimbursed as provided in Section 15.02.

## SECTION 5. CONDITIONS PRECEDENT

Developer Parties have complied with the following conditions to the City's satisfaction on or before the Closing Date:

5.01 Project Budget. Developer Parties have 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 Parties have 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 Parties have 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 Parties have furnished proof reasonably acceptable to the City that Developer Parties have 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 Parties have furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer Parties 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. If the City is not a party to the Escrow Agreement, then Developer Parties have delivered to DPD a copy of the Escrow Agreement. 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 Parties' expense, with the Cook County Clerk's Office. The City agrees that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders if any such lenders require such collateral assignment.

5.05 Acquisition and Title. On the Closing Date, Developer Parties have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Rental Owner 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 Parties have provided to DPD, on or before the Closing Date, documentation related to the acquisition of the Property and certified copies of all easements and encumbrances of record with respect to the Property and any endorsements to the Title Policy.

5.06 Evidence of Clean Title. Developer Parties, at its own expense, has provided the City with searches as indicated in the chart below under Developer Parties' name and Developer Parties' trade names showing no liens against Developer Parties, the Property or any fixtures now or hereafter affixed to the Property, except for the Permitted Liens:

<b>Jurisdiction</b>	<b>Searches</b>
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 Parties have furnished the City with a copy of the Survey.

5.08 Insurance. Developer Parties, at its own expense, have insured the Property in accordance with Section 12, and have delivered certificates required pursuant to Section 12 evidencing the required coverages to DPD.

5.09 Opinion of Developer Parties' Counsel. On the Closing Date, Developer Parties furnished the City with an opinion of counsel in form and substance acceptable to Corporation Counsel. If Developer Parties have 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 Parties from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Evidence of Prior Expenditures. Developer Parties have 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 Parties have provided Financial Statements to DPD for its most recent fiscal year and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer Parties have 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. If 15 or more permanent jobs, whether FTE or otherwise, will be created in connection with the Project, then at least thirty (30) days before the Closing Date, Developer Parties will have met with the Workforce Solutions division of DPD to review employment opportunities with Developer Parties after construction or rehabilitation work on the Project is completed.

5.13 Environmental. Developer Parties have provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer Parties have provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. Developer Parties have provided a copy of its articles or certificate of incorporation or organization or limited partnership 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 Parties are qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement or partnership agreement; and such other organizational documentation as the City has requested.

Each of the Developer Parties have provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer Parties 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. 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 Parties 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. (a) DPD acknowledges that Rental Owner has selected GMA Construction Group as the General Contractor for the Project. Rental Owner shall cause the General Contractor to solicit, bids from qualified subcontractors 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 Parties shall submit copies of the Construction Contract to DPD 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 DPD within five (5) business days after they are signed. Developer Parties 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 DPD and all requisite permits have been obtained.

6.02 Construction Contract. Before executing the Construction Contract, Developer Parties shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. Within ten (10) business days after the Construction Contract is executed by all parties thereto, Developer Parties shall deliver to DPD 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, Developer Parties shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Before starting construction of any portion of the Project which includes work on the public way, Developer Parties 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 Parties shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 ; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontract to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

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 Parties' written request, DPD shall issue to Developer Parties a Certificate in recordable form certifying that Developer Parties have fulfilled its obligation to complete the construction and/or rehabilitation of the Project in accordance with the terms of this Agreement. DPD shall respond to Developer Parties' 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 Parties to obtain the Certificate. Developer Parties may resubmit a written request for a Certificate upon completion of such measures, and the City will respond within forty-five (45) days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate.

The Developer Parties acknowledge and understand that the City will not issue the Certificate and pay out any portion of the City Funds conditioned on receipt of the Certificate, until the following conditions have been met:

- Evidence acceptable to DPD that the Total Project Cost equals or exceeds [\$67,191,793]; 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 Parties have incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$16,400,000); and
- Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the Developer Parties have complied with building permit requirements for the Project; and
- The Facility is open for operation and in the process of being marketed for lease to tenants in accordance with the affordability provisions of the regulatory agreement entered into by Rental Owner and the City; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer Parties are 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; 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 Parties' 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), Section 8.19 (Real Estate Provisions) and Section 8.20 (Affordability Requirements) 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 Parties or a permitted assignee of Developer Parties who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer Parties' rights under this Agreement and assume Developer Parties' liabilities under this Agreement.

7.03 Failure to Complete. If Developer Parties fail 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 Parties 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 Parties.

7.04 Notice of Expiration of Term of Agreement. When the Term of the Agreement expires, at Developer Parties' written request DPD shall provide Developer Parties with a written notice in recordable form stating that the Term of the Agreement has expired.

## SECTION 8 COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER PARTIES.

8.01 General. Each of Rental Owner and LAC represent, warrant, and covenant, as of the date of this Agreement as follows: Representations, warranties and covenants denoted (Rental Owner only) or (LAC only) shall be deemed to have been made only by the Rental Owner or LAC, as applicable; otherwise, they shall be deemed to apply to both. Each of the Developer Parties, as applicable, represent, warrant, and covenant, 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) LAC is an Illinois not-for-profit corporation, validly existing and in good standing (LAC only);
- (b) Holsten and LAC are the sole members of Parkside, which is the sole member of the general partner of Rental Owner;
- (c) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate LAC's Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which LAC is now a party or by which LAC or any of its assets is now or may become bound (LAC only); LAC has the right, power and authority to enter into, execute, deliver and perform this Agreement (LAC only);
- (d) Rental Owner (i) is an Illinois limited partnership duly organized in Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized by all necessary limited partnership action to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its certificate of limited partnership or partnership 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 the Rental Owner is now a party or by which it may become bound (Rental Owner only);
- (e) Rental Owner has acquired and will maintain good and merchantable leasehold title, and fee simple title, as the case may be, to the property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (Rental Owner only);
- (f) Rental Owner is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Rental Owner has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature (Rental Owner only);
- (g) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Rental Owner's actual knowledge threatened or affecting Rental Owner which would impair its ability to perform under this Agreement (Rental Owner only);
- (h) Rental Owner has or will acquire as necessary and will 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 (Rental Owner only);

(i) Rental Owner 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 Rental Owner is a party or by which Rental Owner or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement (Rental Owner only);

(j) The Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Rental Owner; and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Rental Owner since the date of Rental Owner's most recent Financial Statements (Rental Owner only);

(k) Prior to the issuance of the Certificate, Rental Owner will 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 (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or in accordance with Section 4.05 or as otherwise permitted hereunder; (3) enter into any transaction outside the ordinary course of Rental Owner's business; (4) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project); or (5) enter into any transaction that would cause a material and detrimental change to Rental Owner's financial condition (Rental Owner only);

(l) Rental Owner has not incurred and, prior to the issuance of the Certificate, will not, without prior written consent of the Commissioner of DPD, allow the existence of any liens against the Project other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Project or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget (Rental Owner only);

(m) None of the Developer Parties have 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 Parties in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended;

(n) None of the Developer Parties nor any affiliate of Developer Parties are 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.

(o) Developer Parties understand 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 Parties 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;

(p) Developer Parties have 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;

(q) Developer Parties understand 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 Parties acknowledge 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 Parties' receipt of all required building permits and governmental approvals, Developer Parties 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 Parties. 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 Parties represent 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 Parties shall be used by Developer Parties solely to pay for (or to reimburse Developer Parties for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. Developer Parties 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 Parties or the Project. Developer Parties shall, at Developer Parties' 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 Parties will use all reasonable business efforts to create not less than 4 FTE permanent jobs at the Project within six (6) months of the completion thereof. Developer Parties agree to report the number of jobs, whether FTE or otherwise, projected to be created by the Project at the Closing Date. Developer Parties agree to report the number of jobs, whether FTE or otherwise, to date created by the Project. Developer Parties hereby covenant and agree to maintain its operations within the City of Chicago at the Facility through the Term of the Agreement.

The covenants set forth in this Section shall run with the land and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. Developer Parties covenant and agree 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; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Developer Parties 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, Rental Owner shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Rental Owner shall correct any shortfall.

8.08 Employment Profile. Rental Owner 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. If Davis Bacon wage rates are required, then Developer Parties shall follow such requirements. If Davis Bacon Wage rates are not required, then Developer Parties 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 Parties 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 Parties 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 Parties shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer Parties and reimbursement to Developer Parties 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, each of the Developer Parties 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 Parties 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 Parties' business, the Property or any other property in the Redevelopment Area.

8.12 Disclosure of Interest. Developer Parties' counsel has no direct or indirect financial ownership interest in Developer Parties, the Property or any other aspect of the Project.

8.13 Financial Statements. Rental Owner shall obtain and provide to DPD Financial Statements for Rental Owner's most recent fiscal year and each fiscal year thereafter for the Term of the Agreement. In addition, Rental Owner 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 Parties, 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 Parties agree 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 Parties 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 Parties shall furnish to DPD, within thirty (30) days of DPD'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 Parties have the right, before any delinquency occurs:

(i) 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 Parties' 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 Developer Parties' Liabilities. Developer Parties 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 Parties to any other person or entity in connection with this Project. Each of the Developer Parties shall immediately notify DPD of any and all events or actions which may materially affect its ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements related to this Agreement or the Project.

8.17 Compliance with Laws. To the best of each Developer Party'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 Parties shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Rental Owner 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 Rental Owner'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. Subject to subsection (ii) below, Developer Parties agree to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer Parties, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer Parties 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 Parties, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer Parties have 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. Developer Parties' right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending Developer Parties' covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer Parties have given prior written notice to DPD of Developer Parties' intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(x) Developer Parties shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer Parties 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

(y) Developer Parties 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 Parties' Failure To Pay Or Discharge Lien. If Developer Parties fail to pay any Governmental Charge or to obtain discharge of the same, then Developer Parties 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 Parties under this Agreement. The Developer Parties 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 Parties fail to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

(c) 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 Parties 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 Parties shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Affordability Requirements. (a) Affordable Units. Of the 99 units comprising the Project, 37 units (or 37% of the Project's units) shall be CHA-RAD tenants, 28 units (or 28% of the Project's units) shall be non-CHA-RAD Units that are affordable to households at 60% AMI and below levels; and 34 units shall not have any affordability restrictions.

(b) CHA-RAD Units. The Developer Parties agree and covenant to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain City Regulatory Agreement executed by the Rental Owner and DPD as of the date hereof shall govern the terms of the Developer Parties' 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:

(i) During the term of the RAD Use Agreement and HAP Contract, the CHA-RAD Units shall be operated and maintained solely as residential rental housing;

(ii) All of the CHA-RAD Units shall be available for occupancy to and be occupied solely by Low Income Families (as defined below) upon initial occupancy; and

(iii) All of the CHA-RAD Units have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(iv) As used in this Section 8.20, the following terms have the following meanings:

(A) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(B) "Low Income Families" shall mean Families 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.

(c) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee.

(d) The City and the Rental Owner may enter into a separate agreement to implement the provisions of this Section 8.20;

8.21 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Rental Owner 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.

8.22 Inspector General. It is the duty of Developer Parties 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 Parties' 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 Parties represent 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.

8.23 Sustainable Development Policy. The Developer Parties 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, and the Developer Parties have failed to cure such default, the City shall have the right to reduce the City Funds by \$250,000 as described in Section 15.02.

8.24. FOIA and Local Records Act Compliance.

(a) FOIA. Developer Parties acknowledge 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 Parties receive a request from the City to produce records within the scope of FOIA, then Developer Parties covenant to comply with such request within 48 hours of the date of such request. Failure by Developer Parties to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer Parties submit 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 Parties to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer Parties mark any such documents as "proprietary, privileged or confidential." If Developer Parties mark 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 Parties acknowledge 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 Parties covenant to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.25 Survival of Covenants. All warranties, representations, covenants and agreements of Developer Parties contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer Parties' 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 7 when the Certificate is issued, shall be in effect throughout the Term of the Agreement.

8.26 Increment and Rate of Return Reporting. Developer Parties agree to report the increment projected to be created by the Project at the Closing Date. Developer Parties agree to report the increment to date created by the Project. Developer Parties agree to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.27 Job Readiness Program. Developer Parties 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 Parties' business on the Property.

#### 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 PARTIES' EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Rental Owner, 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 Rental Owner operating on the Property (collectively, with Rental Owner, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Rental Owner 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, subject to the cure rights under Section 15.03.

10.02 City Resident Construction Worker Employment Requirement. Rental Owner 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, Rental Owner, 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.

Rental Owner 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 in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"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.

Rental Owner, 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.

Upon 2 business days prior written notice, Rental Owner, 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. Rental Owner, 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 Rental Owner, 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 Rental Owner, 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 Rental Owner 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 Rental Owner 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 Rental Owner, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Rental Owner 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 Rental Owner 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.

Rental Owner 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. Rental Owner 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 six percent by WBEs.

(b) For purposes of this Section 10.03 only, Rental Owner (and any party to whom a contract is let by Rental Owner in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Rental Owner 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, Rental Owner's MBE/WBE commitment may be achieved in part by Rental Owner's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Rental Owner) 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 Rental Owner 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 Rental Owner's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Rental Owner shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Rental Owner 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 Rental Owner 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 Rental Owner's compliance with this MBE/WBE commitment. Rental Owner 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 Rental Owner, on five Business Days' notice, to allow the City to review Rental Owner'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, Rental Owner 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 Rental Owner'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, Rental Owner shall be required to meet with the City's monitoring staff with regard to Rental Owner'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, Rental Owner 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, Rental Owner 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 Rental Owner is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Rental Owner, 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 Parties to halt the Project, (2) withhold any further payment of any City Funds to Developer Parties or the General Contractor, or (3) seek any other remedies against Developer Parties available at law or in equity.

## SECTION 11. ENVIRONMENTAL MATTERS

Rental Owner hereby represents and warrants to the City that Rental Owner has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws (taking into account the anticipated issuance and applicability of any NFRL issued with respect to the Property) 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, Rental Owner 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 Rental Owner: (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 Rental Owner, or any person directly or indirectly controlling, controlled by or under common control with Rental Owner, 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 Rental Owner), 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 Rental Owner or any of its Affiliates under any Environmental Laws relating to the Property.

## SECTION 12. INSURANCE

Developer Parties must provide and maintain, at Developer Parties' 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 Parties 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 Parties 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 Parties undertakes any construction, including improvements, betterments, and/or repairs, Developer Parties 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 Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer Parties 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 Parties 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 Parties 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 Parties is not a waiver by the City of any requirements for Developer Parties to obtain and maintain the specified coverages. Developer Parties shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer Parties 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 Parties and Contractors.

Developer Parties 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 Parties in no way limit Developer Parties' 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 Parties 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 Parties are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Developer Parties must require Contractor and subcontractors to provide the insurance required herein, or Developer Parties may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer Parties unless otherwise specified in this Agreement.

If Developer Parties, 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 Parties agree 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 Parties' failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer Parties' 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 Parties or any Affiliate Developer Parties or any agents, employees, contractors or persons acting under the control or at the request of Developer Parties or any Affiliate of Developer Parties; or

(iv) Developer Parties' failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer Parties 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 Parties 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 Parties 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 Rental Owner'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 Rental Owner's offices for inspection, copying, audit and examination by an authorized representative of the City, at Rental Owner's expense. Rental Owner shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer Parties 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, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by a Developer Party, as applicable, hereunder (provided, however, the occurrence of an Event of Default by Rental Owner shall not be deemed to constitute an Event of Default by LAC and the occurrence of an Event of Default by LAC shall not be deemed to constitute an Event of Default by Rental Owner):

(a) a Developer Party fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such party under this Agreement or any related agreement;

(b) a Developer Party fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such party under any other agreement with any person or entity if such failure may have a material adverse effect on such party's business, property, assets, operations or condition, financial or otherwise;

(c) a Developer Party 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 when made;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt by a Developer Party 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 a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party'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 a Developer Party; 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 a Developer Party, for any substantial part of Developer Parties' assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of a Developer Party; 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 a Developer Party 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 Rental Owner or LAC;

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against a Developer Party or any natural person who owns a material interest in a Developer Party and is not dismissed within thirty (30) days, or a Developer Party or any natural person who owns a material interest in a Developer Party is indicted for any crime (other than a misdemeanor);

(k) before the expiration of the Term of this Agreement, a majority of the ownership interests of a Developer Party are sold or transferred without the prior written consent of the City, except that (i) Rental Owner's limited partners shall be permitted to (A) remove and replace any general partner of the Rental Owner for cause in accordance with the Rental Owner's Amended and Restated Agreement of Limited Partnership (the "**Partnership Agreement**") upon prior written notification to the City, and (B) directly or indirectly transfer their partnership interests in Rental Owner in accordance with the terms of the Partnership Agreement without the prior written consent of the City (each, a "**Permitted Transfer**"), and (ii) no Permitted Transfer shall cause a default under this Agreement;

(l) a Developer Party or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to a Developer Party 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 Parties fail 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.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in a Developer Party shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of a Developer Party. The City hereby agrees that, in addition to the cure rights set out in Section 15.03 below, any cure of any default made or tendered by one or more of Rental Owner's limited partners shall be deemed to be a cure by the Rental Owner and/or Developer Parties and shall be accepted or rejected on the same basis as if made or tendered by Rental Owner and/or Developer Parties.

**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 Parties are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid which would be subordinate to the lien of the senior mortgage, 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 Parties 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 Parties shall not relieve Developer Parties 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.

If an Event of Default attributable to LAC's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against Rental Owner. If an Event of Default attributable to Rental Owner's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against LAC.

15.03 Curative Period. (a) In the event a Developer Party shall fail to perform a monetary covenant which it 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 the applicable party 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 a Developer Party shall fail to perform a non-monetary covenant which it 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 the applicable party 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, the applicable party shall not be deemed to have committed an Event of Default under this Agreement if it has started 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.

15.04 Lender Notice and Cure Right. If an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing Lender Financing at the addresses in Section 17, and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party

seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

#### 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 Parties 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 Parties 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 Parties agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer Parties' 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 Parties' 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 Parties 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 specified in Section 7.02.

(b) If any mortgagee shall succeed to Rental Owner'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 Parties' 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 Parties for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer Parties" 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 Parties' interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer Parties which accrued before such party succeeded to the interest of Developer Parties under this Agreement, in which case Developer Parties shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer Parties' 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 Parties 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. After the issuance of a Certificate, consent of the Commissioner of DPD is not required for any such New Mortgage.

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) teletype or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

<p><b>If to the City:</b></p> <p>City of Chicago                  Department of Planning and Development                  121 North LaSalle Street, Room 1000                  Chicago, Illinois 60602                  Attention: Commissioner</p>	<p><b>If to a Developer Party:</b></p> <p>Parkside Phase III, LP                  1020 West Montrose Ave                  Chicago, Illinois 60613                  Attention: Peter Holsten</p>
<p><b>With Copies To:</b></p> <p>City of Chicago                  Department of Law                  121 North LaSalle Street, Room 600                  Chicago, Illinois 60602                  Attention: Finance and Economic Development Division</p>	<p><b>With Copies To:</b></p> <p>Parkside III, LLC                  1020 West Montrose Ave                  Chicago, Illinois 60613                  Attention: Peter Holsten</p> <p><b>And to:</b>                  Cabrini Green LAC Community Development Corporation                  460 West Division                  Chicago, Illinois 60610                  Attention: President</p> <p><b>And to:</b>                  Holsten Real Estate Development Corporation                  1020 West Montrose Avenue                  Chicago, Illinois 60613                  Attention: Peter Holsten</p> <p><b>And to:</b>                  Applegate &amp; Thorne-Thomsen, P.C.                  425 S. Financial Place, Suite 1900                  Chicago, Illinois 60605                  Attention: Nicole Jackson, Esq.</p> <p><b>And to:</b>                  Edwin F. Mandel Legal Aid Clinic                  6020 S. University Avenue                  Chicago, Illinois 60637                  Attention: Jeff Leslie, Esq.</p>

	<p>And to: c/o Alliant Capital, Ltd. 26050 Mureau Road, Suite 200 Calabasas, California 91302 Attention: General Counsel</p> <p>And to: Nixon Peabody LLP 799 9th Street NW, Suite 500 Washington, D.C. 20001 Attention: Matthew W. Mullen, Esq</p>
<p>If to Construction Lender:</p>	<p>JPMorgan Chase Bank, N.A Community Development Real Estate Group Chase Tower / Mail Code IL1-0953 10 South Dearborn Street Chicago, Illinois 60603 Attn: John D. Bernhard</p>

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. Except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, 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 Parties (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 Parties affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer Parties 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 Parties 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 Parties from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer Parties agree 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 Parties 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 Parties 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 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.

18.14 Assignment. Developer Parties may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that the Developer Parties may collaterally assign their respective interests in this Agreement to any of their collective or respective lenders identified to the City as of the Closing Date if any such lenders require such collateral assignment. Any successor in interest to Developer Parties 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. Each of the Developer Parties 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 Parties, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer Parties, 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 Parties 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 Parties are required to provide notice under the WARN Act, Developer Parties 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 Parties have locations in the State. Failure by Developer Parties 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 Parties agree 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 Parties also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer Parties acknowledge (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer Parties have 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 Parties 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

[DEVELOPER PARTIES]

Parkside Phase III, LP,  
an Illinois limited partnership

By: Parkside III, LLC,  
an Illinois limited liability company  
Its general partner

By: Parkside Associates, LLC,  
an Illinois limited liability company,  
Its sole member

By: Holsten Real Estate Development Corporation,  
an Illinois corporation, a member

By: \_\_\_\_\_  
Name: Peter M. Holsten  
Title: President

By: Cabrini Green LAC Community Development Corporation,  
an Illinois not-for-profit corporation, a member

By: \_\_\_\_\_  
Name: Randall Blakey  
Title: President

CITY OF CHICAGO

By: \_\_\_\_\_  
Ciere Boatright, 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 Peter Holsten, personally known to me to be the President of Holsten Real Estate Development Corporation, an Illinois corporation and member of Parkside Associates, LLC, an Illinois limited liability company, the sole member of Parkside III, LLC, an Illinois limited liability company and general partner of Parkside Phase III, LP, an Illinois limited partnership ("Rental Owner"), 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 Rental Owner, as his/her free and voluntary act and as the free and voluntary act of Rental Owner, 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 \_\_\_\_\_ of Cabrini Green LAC Community Development Corporation, an Illinois not-for-profit corporation ("LAC"), 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 LAC, as his/her free and voluntary act and as the free and voluntary act of LAC, 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 Ciera Boatright, 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 "D" referred to in this Parkside Phase III, L.P. Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "A", "B" and "C" referred to in this Parkside Phase III, L.P. Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*  
(To Parkside Phase III, L.P. Redevelopment Agreement)

*Legal Description Of The Property.*

[Subject To Survey And Title Insurance]

Property Addresses:

500 -- 520 West Hobbie Street  
Chicago, Illinois 60610;

542, 558 -- 576 West Elm Street  
Chicago, Illinois 60610;

1101 -- 1129 North Cambridge Avenue  
Chicago, Illinois 60610; and

1100 -- 1128 North Cleveland Avenue  
Chicago, Illinois 60610.

Property Identification Numbers (PINs):

17-04-304-049 to 17-04-304-059; and  
17-04-312-039 to 17-04-312-070.

Legal Description:

(See attached).

*(Sub)Exhibit "B".*  
(To Parkside Phase III, L.P. Redevelopment Agreement)

*Project Budgets (Project Budget, MBE/WBE Budget And TIF-Funded Improvements.*

(See attached).

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.



All capitalized terms which are not defined in this requisition form have the meanings given such terms in the Agreement.

[Developer Parties]

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

\_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION FOR ALLOCATION OF TAX INCREMENT FINANCING FUNDS FOR SOCCER FIELD IMPROVEMENTS AT PERCY L. JULIAN HIGH SCHOOL, 10330 S. ELIZABETH ST.

[SO2024-0007323]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Finance, to which was referred a substitute ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with the Chicago Board of Education for the provision of Tax Increment Financing (TIF) funds for an artificial turf multipurpose field and related improvements at Percy Julian High School, located at 10330 South Elizabeth Street, located in the 21<sup>st</sup> Ward (SO2024-0007323), in the amount of \$3,500,000, having had 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 February 14, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

On motion of Alderperson Dowell, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 municipal corporation and 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 Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; 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 blight conditions through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The Board is a taxing district under the Act; and

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal* for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11 -74.4-3(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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 other provisions of this ordinance.

SECTION 5. This ordinance takes effect upon passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

1. School:

Percy L. Julian High School.

2. Property:

a. Common Address:

10330 South Elizabeth Street  
Chicago, Illinois 60643.

b. Permanent Index Numbers ("PINs"):

25-17-104-009-0000; 25-17-104-011-0000; 25-17-104-012-0000;  
25-17-104-013-0000; 25-17-104-014-0000; 25-17-104-015-0000;  
25-17-104-016-0000; 25-17-105-043-0000; 25-17-105-044-0000;  
25-17-105-045-0000; 25-17-105-046-0000; 25-17-105-047-0000;  
25-17-105-048-0000; 25-17-105-049-0000; 25-17-109-004-0000;  
25-17-110-042-0000; 25-17-110-046-0000; and 25-17-110-047-0000.

3. Project:

Replace the existing natural grass area with a multipurpose artificial turf field with soccer and football striping surrounded by a six-lane polyurethane rubber surface running track, concrete curb and gutter, score board, four (4) high light poles with LED light fixtures and associated electrical connections, stormwater management and drainage infrastructure.

## 4. Amount Of Redevelopment Area Increment:

Not to exceed \$3,500,000.

## 5. a. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 530,000	\$ 0
Construction	4,213,500	3,500,000
Environmental	265,000	0
Project Implementation	291,500	0
Total:	\$ 5,300,000	\$ 3,500,000

## b. Sources:

Sources	Amount
Chicago Public Schools	\$ 1,800,000
TIF	3,500,000
Total:	\$ 5,300,000

## 6. TIF-Funded Improvements:

Replace the existing natural grass area with a multipurpose artificial turf field with soccer and football striping surrounded by a six-lane polyurethane rubber surface running track, concrete curb and gutter, score board, four (4) high light poles with LED light fixtures and associated electrical connections, stormwater management and drainage infrastructure.

## 7. Redevelopment Area:

105<sup>th</sup>/Vincennes.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on October 3, 2001, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Project Area as a "Redevelopment Project Area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area. The Plan was amended by ordinances adopted on April 26, 2006 and November 13, 2013.

9. Modifications To Form Agreement For This Project:

Add to the end of Subsection 2 of Article Three, the following language: "Notwithstanding anything to the contrary in this Article Three, Subsection 2 or elsewhere in this Agreement, the Board's funding obligations under this Agreement are contingent on the securing of available funding either through Board-approved capital plan(s) or third-party sources and shall not exceed \$1,800,000 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder other than as set forth in the preceding sentence." Add to the end of the "TIF-Funded Improvements" section of Exhibit A, the following language: "The Board's Project funding shall not exceed the limits of and is subject to the contingencies set forth in Article Three, Subsection 2 of the Agreement."

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EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH  
TEAM PIONEROS LLC FOR REHABILITATION OF FORMER PIONEER  
BANK BUILDING AT 4000 -- 4008 W. NORTH AVE.

[O2024-0007325]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Finance, to which was referred an ordinance concerning an amended redevelopment agreement with Team Pioneros LLC to provide TIF funds for the redevelopment of the former Pioneer Bank building, located at 4000 -- 4008 West North Avenue in the 26<sup>th</sup> Ward (O2024-0007325) in the amount of \$13,000,000, 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 February 14, 2024.

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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 9, 1999 and published at pages 3704 to 3851 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 Pulaski Corridor 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 was amended by a first amendment on October 3, 2012 and published at pages 33746 to 33748 of the *Journal* of such date, by a second amendment on July 30, 2014 and published at pages 84883 to 84886 of the *Journal* of such date, and a third amendment on December 14, 2022; and

WHEREAS, Team Pioneros LLC, an Illinois limited liability company ("Developer") owns property within the Area at 4000 -- 4008 West North Avenue, Chicago, Illinois 60639 (the "Site") and desires to complete rehabilitation of the former Pioneer Bank building and an adjacent annex on the Site (the "Facility"); and

WHEREAS, The Facility will include an architectural firm, office space for neighborhood non-profits with a focus on workforce management and community business incubator, commercial office space and special event space for community public events ("Project"); and

WHEREAS, The Developer has proposed to undertake the redevelopment of the Site in accordance with the Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to rehabilitation of the facilities and to be financed in part by Incremental Taxes from the Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 19, 2023, and published at pages 62267 to 62319 of the *Journal* of such date, the City authorized the Developer as developer for the Project and authorized a redevelopment agreement between the City and Developer for the construction of the Project (the "Original Redevelopment Agreement"); and

WHEREAS, The closing on the Original Redevelopment Agreement has not yet occurred; and

WHEREAS, In order to facilitate completion of the Project, the City and Developer now desire to replace the Original Redevelopment Agreement to: (i) change the sources of financing for the Project; (ii) increase the Project budget; and (iii) change the manner by which the City funds will be reimbursed to the Developer for tax increment financing funded improvements, among other things; 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 Original Redevelopment Agreement shall be replaced with the replacement redevelopment agreement, substantially in the form attached hereto as Exhibit A (the "Redevelopment Agreement").

SECTION 3. The Commissioner of Planning and Development or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement, and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with 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 in full force and effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*  
(To Ordinance)

*Team Pioneros LLC Redevelopment Agreement.*

This Team Pioneros, LLC Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Team Pioneros, LLC, an Illinois limited liability company (the "Developer

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.

City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 9, 1999 and published in the Journal of Proceedings of the City Council ("Journal") for said date at pages 3704 to 3885 inclusive: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Pulaski Corridor Redevelopment Project Area" (the "Redevelopment Plan Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Pulaski Corridor 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 Pulaski Corridor Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above, as subsequently amended by ordinances adopted by City Council, is legally described in Exhibit A hereto (the "Redevelopment Area").

C. The Property. The development site is located in the Redevelopment Area at 4000-4008 West North Avenue, Chicago, Illinois. and is legally described in Exhibit B (the "Property").

D. The Project. The Developer, as owner of the Property, intends to redevelop the approximately 50,000 square foot former Pioneer Bank building, located generally at 4000 W. North Avenue ("Bank Space"), into a mix of office and business incubator space. It is anticipated that Moreno Architects Ltd. d/b/a JGMA ("JGMA"), an affiliate, will house its corporate headquarters in the Bank Space. It is also anticipated that portions of the Bank Space will be leased other community based development partners who will utilize their space for corporate office space and sublet to and manage not-for-profit entities focusing on workforce management and community business incubator. A portion of the first floor Bank Space will be open and accessible to local community organizations for special events. The approximately 10,000 square foot adjacent two story former Pioneer Bank annex building, located generally at 4008 W. North Avenue (the "Annex Space"), will be redeveloped into commercial space for future tenants. The rehabilitated Bank Space and Annex Space together constitute the "Facility." The Facility and related on site improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) and adjacent improvements in the public right of way, if any, are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. In addition to completing the Project, the Developer anticipates creating a total of fifty (50) new full-time-equivalent employees ("FTEs") as well as three hundred fifty (350) temporary FTE construction-related positions.

E. Redevelopment Plan. The City of Chicago Pulaski Corridor Tax Increment Financing Redevelopment Area Project and Plan (the "Original Redevelopment Plan") included in the TIF-Adoption Ordinance has been amended by ordinances adopted on October 3, 2012 (the "First Amendment"), July 30, 2014 (the "Second Amendment") and December 14, 2022 (the "Third Amendment"). The Original Redevelopment Plan, as amended by the First Amendment, the Second Amendment, and Third Amendment, is herein referred to as the "Redevelopment Plan." The Project will be carried out 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 hereof, Incremental Taxes (as defined below) to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

G. Authority for City to Execute Agreement. The City is authorized to execute and deliver the Agreement pursuant to that certain ordinance adopted by the City Council on April 19, 2023, and published in the Journal for said date at pages 62267 to 62319, as amended on \_\_\_\_\_, 2024 and published in the Journal for said date at pages \_\_\_\_\_ to \_\_\_\_\_, inclusive (the "Agreement Authorizing 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 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 2. Definitions 3. The Project 4. Financing 5. Conditions Precedent 6. Agreements with Contractors 7. Completion of Construction or Rehabilitation 8. Covenants/Representations/Warranties of Developer 9. Covenants/Representations/Warranties of the City 10. Developer’s Employment Obligations 11. Environmental Matters 12. Insurance 13. Indemnification 14. Maintaining Records/Right to Inspect 15. Defaults and Remedies 16. Mortgaging of the Project 17. Notice 18. Miscellaneous	A *Redevelopment Area B *Property C *TIF-Funded Improvements D *Permitted Liens E-1 *Project Budget E-2 *MBE/WBE Budget F Approved Prior Expenditures G Data Sharing Form H * Developer Note  (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:

“Act” shall have the meaning set forth in the Recitals hereof.

“Actual Residents of the City” shall have the meaning set forth in Section 10.02 hereof.

“Affiliate” shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

“Agreement Authorizing Ordinance” shall have the meaning set forth in the Recitals hereof.

"Annual Compliance Report" shall mean 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. The obligations to be covered by the Annual Compliance Report shall include, but not be limited to, the following: (1) compliance with the TIF Recapture Covenant (Section 8.05); (2) compliance with the Operations Covenant, Occupancy Covenant, Job Creation Goals (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 the Data Sharing Form; (7) Compliance with the City's Sustainable Development Policy (Section 8.23); and (8) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall mean: (1) the undisbursed Lender Financing, if any; (2) the undisbursed Equity and (3) any other amounts deposited by Developer pursuant to this Agreement.

"Capital Event" shall have the meaning set forth in Section 8.05(b) hereof.

"Certificate of Completion" shall mean the Certificate of Completion of Construction described in Section 7.01 hereof.

"Change Order" shall mean 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.

"Chicago Sustainable Development Policy" shall mean the sustainable standards provided by the City in the Chicago Sustainable Development Policy Handbook.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Fee" shall mean the fee described in Section 4.05(b) hereof.

"City Funds" shall mean the funds paid to the Developer pursuant to Section 4.03(b) hereof, as the same may be reduced or terminated pursuant to this Agreement and shall not be in excess of the Maximum TIF Assistance.

"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 and which shall occur no later than 180 days after the adoption date of the Agreement Authorization Ordinance, unless a longer period is approved by DPD.

“Closing Date Total Project Cost” shall have the meaning set forth in Section 3.03 hereof.

“Collateral Assignment” shall mean a collateral assignment of the right to receive payment of City Funds, such collateral assignment to be made by Developer to secure a bridge loan and in form and substance acceptable to the City in its sole discretion.

“Compliance Period” shall mean the period of time starting on the date of issuance of the Certificate of Completion, pursuant to Section 7.01 hereof, through, and including, the tenth anniversary of the date of the issuance of the Certificate of Completion.

“Contract” shall have the meaning set forth in Section 10.03 hereof.

“Contractor” shall have the meaning set forth in Section 10.03 hereof.

“Construction Contract” shall mean that certain contract to be entered into between the Developer and the General Contractor providing for construction of the Project.

“Corporation Counsel” shall mean the City's Department of Law.

“Covenant Cure Periods” shall have the meaning set forth in Section 8.06(b) hereof.

“Data Sharing Form” shall mean a data sharing form, in a form substantially similar to Exhibit G to this Agreement, that Developer shall submit with each Annual Compliance Report that (subject to the Project tenants' willingness and agreement to provide such information) includes, but is not limited to, the following information: (1) employee status as full-time or part-time, including average hours worked; (2) the ZIP code for each employee's primary residency; (3) total employment tenure of each employee in months; (4) whether each wages were above or below the “Living Wage” rate as defined for that year; (5) the tenant roster for and the actual rental rates for the leased portions of the Bank Space and the Annex Space.

“Developer” shall mean Team Pioneros, LLC, an Illinois limited liability company, together with its permitted successors and/or assigns.

“Developer Note” means that certain Note substantially in the form attached as Exhibit H hereto made by Developer to the City in the original principal amount of the City Funds.

“DPD” shall mean the City's Department of Planning and Development, or any successor department thereto.

“EDS” shall mean 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)” shall have the meaning set forth in Section 10 hereof.

“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.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available as and when required for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Federal Historic Tax Credit Investor" means MPC FED Pioneer PCFd, LLC, a Georgia limited liability company.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements for the finances of the Project, which shall include a detailed accounting of all Operating Expenses as well as an accounting of any and all disbursements to Affiliates of the Developer, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"FOIA" shall have the meaning set forth in Section 8.27(a) hereof.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Substances or Other Regulated Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.07(g) hereof.

"Income Taxes" shall have the meaning set forth in Section 8.05(c) hereof.

"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.

"Indemnitee" and "Indemnites" shall have the meanings set forth in Section 13.01 hereof.

“Laws” shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

“Lender” shall mean any provider of Lender Financing.

“Lender Financing” shall mean 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 hereof.

“Local Records Act” shall have the meaning set forth in Section 8.27(c) hereof.

“Maximum TIF Assistance” shall mean an amount no greater than \$13,000,000.

“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 E-2, as described in Section 10.03.

“MBE/WBE Program” shall have the meaning set forth in Section 10.03 hereof.

“Municipal Code” shall mean the Municipal Code of the City of Chicago, as amended from time to time.

“New Mortgage” shall have the meaning set forth in Article 16 hereof.

“Non-Governmental Charges” shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

“Occupancy Covenant” shall have the meaning set forth in Section 8.06(a)(ii) hereof.

“Operations Covenant” shall have the meaning set forth in Section 8.06(a)(i) hereof.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit D hereto, and shall include without limitation, the Developer’s pledge of City Funds received by Developer hereunder, to the TIF Bridge Lender.

“Permitted Mortgage” shall have the meaning set forth in Article 16 hereof.

“Plans and Specifications” shall mean initial construction documents, and any amendments thereto, 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 Expenditure(s)” shall have the meaning set forth in Section 4.05(a) hereof.

“Project” shall have the meaning set forth in the Recitals hereof.

“Project Budget” shall mean the budget attached hereto as Exhibit E-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

“Property” shall have the meaning set forth in the Recitals hereof.

“Redevelopment Area” shall have the meaning set forth in the Recitals hereof.

“Redevelopment Plan” shall have the meaning set forth in the Recitals hereof.

“Redevelopment Project Costs” shall mean 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.

“Reporting Period” shall mean the January 1 through and including December 31 for each year beginning one year after the issuance of the Certificate of Completion; provided, however, the first reporting period shall be such shorter amount of time from the date of issuance of the Certificate of Completion through and including December 31 for the same year.

“Scope Drawings” shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

“State Historic Tax Credit Investor” means Team Pioneros State Investor Member, LLC, an Illinois limited liability company.

“Survey” shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to 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 completion of the Project as required by the City or Lender(s) providing Lender Financing).

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending upon the expiration of the Compliance Period.

“TIF Adoption Ordinance” shall have the meaning set forth in the Recitals hereof.

“TIF Bridge Lender” shall mean Untamed Equity, LLC, of such other Lender as may be engaged by Developer to provide a TIF Bridge Loan.

“TIF Bridge Loan” shall mean Lender Financing for TIF-Funded Improvements intended to be repaid with Incremental Taxes made available to Developer hereunder for such purposes.

“TIF Fund” shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which Incremental Taxes will be deposited.

“TIF-Funded Improvements” shall mean 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 C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"TIF Recapture Amount" shall mean the amount of money paid to the City pursuant to Section 8.05(a).

"Title Company" shall mean [to be inserted at closing], or such other title company reasonably acceptable to the City and Developer.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement 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.

"Total Project Cost" shall mean the aggregate costs expended by Developer for completion of the Project, including without limitation hard and soft costs of construction, financing fees, and all other costs identified as separate line items within the Project Budget. "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 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof and the receipt of all necessary permits: (i) commence construction no later than ninety (90) days after the Closing Date; and (ii) complete construction and commence business operations therein no later than twenty-four (24) months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered (a) the Plans and Specifications to all appropriate City departments and DPD has approved same, (b) Scope Drawings to DPD and DPD has approved same, and (c) submitted the Plans and Specifications to the Buildings Department. After such initial approvals, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order in accordance with Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the terms and conditions of the Agreement, the Planned Development and the Redevelopment Plan and all Laws, including without limitation, all zoning and building code requirements. The Developer shall submit all necessary documents to the City's Buildings 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. The Developer has furnished to DPD, and DPD has approved, a Project Budget showing the Total Project Cost in an amount of not less than Twenty Four Million Eighty Thousand Eighty-Five Dollars (\$24,080,085) (the "Closing Date Total Project Cost"). The Developer hereby certifies to the City that: (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects as of the date hereof. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

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 concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by the Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the leasable area within the Facility by five percent (5%) or more (either individually or cumulatively); (b) a change to any of the general uses of the Project from what is set forth in Recital E to this Agreement; (c) a delay in the completion of the Project by ninety (90) days or more; (d) any change that would impair the ability of the Project to be constructed on the Property; or (e) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. DPD will attempt to expeditiously review any such Change Order request and approve or disapprove (with a brief written explanation given of any disapproval) such proposed Change Order within thirty (30) days of its receipt thereof. The Developer shall not authorize or permit the performance of any work relating to any Change Order described in the preceding clauses (a) through (e) hereof or the furnishing of materials in connection therewith prior to the receipt by the Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. 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 Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within ten (10) business days after the execution of such Change Order and the Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by 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 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 approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as and when required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DPD with written quarterly construction progress reports (i.e., on or about January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup>) 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 DPD's written approval pursuant to Section 3.04 if such date is more than ninety (90) days after the completion date set forth in Section 3.01). The Developer shall provide three (3) copies of an updated Survey to DPD upon the request of 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 DPD shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD prior to requests for disbursement for costs related to the Project. With the written consent of DPD, the inspecting architect may be the inspecting architect engaged by or on behalf of any Lender and/or the Developer, provided that said architect is an independent architect licensed by the State of Illinois, or an inspecting agent of DPD.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all Laws. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades (other than the name and logo of the Developer).

3.10 Signs and Public Relations. The 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 the Developer, the Property and the Project in the City's promotional literature and communications.

#### SECTION 4. FINANCING

4.01. Total Project Cost and Sources of Funds. The Total Project Cost is estimated to be Twenty Four Million Eighty Thousand Eighty-Five Dollars (\$24,080,085), to be applied in the manner set forth in the Project Budget. The Total Project Costs shall be funded from the following sources:

Lender Financing	\$5,375,000
Historic Tax Credit Equity	\$4,555,085
Equity (subject to Sections 4.03(b) and 4.06)	\$1,150,000
TIF	\$13,000,000*
ESTIMATED TOTAL	\$24,080,085

(\* TIF Proceeds will be used to repay the TIF Bridge Loan in the approximate amount \$11,216,972)

4.02. Developer Funds. Equity and/or Lender Financing may be used to pay any portion of the Total Project Cost, including but not limited to Redevelopment Project Costs.

4.03. City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements incurred by the Developer that constitute Redevelopment Project Costs. Exhibit C 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 therein (subject to Sections 4.03 and 4.05(c)) contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. In no event, however, shall City Funds be paid to Developer either before the issuance of the Certificate of Completion or in excess of the Maximum TIF Assistance.

(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 hereof, the City hereby agrees to loan City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements incurred by Developer:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$13,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Thirteen Million Dollars (\$13,000,000) or fifty-four percent (54%) of the Total Project Cost as determined under the Certified Final Total Project Cost Accounting issued pursuant to Section 7.01(c)(i) below; and provided further, that the \$13,000,000 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. The City Funds shall be paid in two equal disbursements pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement and after the delivery of each Requisition Form required by Section 4.04, payments shall be made from Incremental Taxes deposited in the TIF Fund, as follows:

<b>Payment</b>	<b>Timing</b>	<b>Maximum Annual Payment</b>
Loan Payment #1	Issuance of the Certificate of Completion	\$6,500,000
Loan Payment #2	First Anniversary of the Issuance of the Certificate of Completion	\$6,500,000
<b>TOTAL CITY FUNDS</b>		<b>\$13,000,000</b>

provided, further, that the \$13,000,000 to be derived from Incremental Taxes, if any, shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

- (i) The amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

Developer acknowledges and agrees that the City's obligation to loan City Funds to pay for TIF-Funded Improvements up to a maximum of \$13,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Limitations on Reimbursements. In no event shall the City Funds, exceed \$13,000,000. In addition, if the Total Project Cost is less than the Closing Date Total Project Cost, then the maximum amount of City Funds shall be reduced on a dollar-for-dollar basis. Such reduction shall be taken from the Loan Payment #1 (and, if necessary, from the Loan Payment #2). Further, if the Developer fails to meet the sustainability requirements described in Section 8.23, the total amount of City Funds shall be reduced by \$250,000.

4.04. Requisition Form. Prior to the request for Loan Payment #1 and Loan Payment #2, Developer shall provide DPD with a Requisition Form (in a form acceptable to DPD), along with the documentation described therein. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD).

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit F hereto sets forth the prior expenditures approved by DPD as of the Closing Date as Prior Expenditures. 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 required to be contributed by Developer pursuant to Section 4.01 hereof.

(b) City Fee. Annually, the City may allocate an amount not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of 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 prior to any payment of City Funds hereunder.

(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 hereof, or if the cost of completing the Project exceeds the Project Budget, the 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. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Delivery by Developer to DPD of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a 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 herein;

(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. "Available Project Funds" as used herein shall mean: (i) the undisbursed Lender Financing, if any; (ii) the undisbursed Equity and (iii) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, make available (in a manner acceptable to the City) funding in an amount that will place the Project In Balance.

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 and this Agreement.

4.08. Conditional Loan of City Funds. The City Funds are being provided on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being terminated and/or reimbursed as provided in Section 15.02 hereof.

(a) The City Funds being provided hereunder are being loaned to the Developer subject to the Developer's compliance with the provisions of this Agreement (the "Loan"). As condition of this Agreement and receipt of the Loan, Developer shall execute and deliver the Developer Note in the original principal amount of the City Funds that Developer requests in the Requisition Form. The Loan shall bear interest at the rate of 1% per annum, and the Developer shall make annual interest only payments except as outlined in Section 4.08(b) below.

(b) The City shall forgive that portion of the Principal amount of the Loan, plus accrued and unpaid interest, as set forth below, provided Developer submits an Annual Compliance Report evidencing that all ongoing requirements of this Agreement has been satisfied during the preceding year:

Date of Annual Compliance Report	Loan Forgiveness Schedule
2025	N/A
2026	N/A
2027	\$1,625,000 of the outstanding Principal plus accrued interest
2028	\$1,625,000 of the outstanding Principal plus accrued interest
2029	\$1,625,000 of the outstanding Principal plus accrued interest
2030	\$1,625,000 of the outstanding Principal plus accrued interest
2031	\$1,625,000 of the outstanding Principal plus accrued interest
2032	\$1,625,000 of the outstanding Principal plus accrued interest
2033	\$1,625,000 of the outstanding Principal plus accrued interest
2034	\$1,625,000 of the outstanding Principal plus accrued interest

(c) To the extent an Annual Compliance Report shows an uncured Event of Default, no forgiveness of Principal or interest shall occur for the applicable year unless and until the Developer has cured any defaults for which it has received notice. In the event that the Developer corrects such noncompliance, and the Compliance Period is thereby extended, then the City shall forgive Principal and interest due for the non-compliant year(s) as of the first year (or, as applicable, the second year) of the extended Compliance Period.

(d) If a Capital Event occurs, the Developer agrees to pay and remit to the City an amount equal to the outstanding Principal balance of the Loan. There shall be no applicable cure period for Capital Events, and the City shall have the right thereupon to immediately accelerate payment of the Loan, including all accrued and unpaid interest.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01. Project Budget. The Developer has submitted to DPD, and DPD has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02. Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03. Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any Laws to begin construction of the Project and has submitted evidence thereof to DPD.

5.04. Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of all construction escrow agreements entered into by Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date, except Permitted Liens, have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the Corporation Counsel, executed on or prior to the Closing Date, which is to be recorded at the expense of the Developer with the Office of the Clerk of Cook County.

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 the Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit D hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. 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. The Developer has provided to DPD, on or prior to 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 thereto.

5.06. Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under the Developer's name showing no liens against Developer, the Developer's Managing Member, any person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after the Closing Date) beneficial interest (including ownership) in excess of 7.5% of the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

**Jurisdiction**

Secretary of State  
Cook County Recorder

U.S. District Court  
Clerk of Circuit Court, Cook County

**Searches**

UCC, Federal tax  
UCC, Fixtures, Federal tax, State tax, Memoranda of judgments  
Pending suits and judgments (including bankruptcy)  
Pending suits and judgments

5.07. Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08. Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

5.09. Opinion of Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel in a form acceptable to the Corporation Counsel. If the 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 shall be obtained by the Developer from its general corporate counsel.

5.10. Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DPD in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11. Financial Statements. The Developer has provided Financial Statements to DPD for its most recent fiscal year, and interim financial statements.

5.12. Documentation. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, as follows: (a) a copy of the executed leases/letters of intent for the Bank Space and Annex Space, (b) all diligence items that are provided to the Lender in connection with the Lender Financing entered into on even date with this Agreement unless such submissions have been waived by the City, and (c) any other documentation that would have a material impact on the Developer's ability to construct and/or operate the Project.

5.13. Environmental. The Developer has provided DPD with copies of that certain: (a) Phase I environmental audit completed with respect to the Property, and any Phase II environmental audit with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14. Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement; and such other organizational documentation as the City has requested.

The Developer has provided to the City all required EDS(s) in the City's current form, dated as of the Closing Date, which are incorporated by reference, and the Developer further will provide any other affidavits or certifications as may be required by applicable Laws in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS(s), failure of any of the EDSs 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 Section 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15. Litigation. The Developer has provided to the Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, 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 the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. For the TIF-Funded Improvements, 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. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Photocopies of all 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. 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 DPD and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior review. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the Corporation Counsel and DPD. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

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) hereof. Photocopies 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

### 7.01. Certificate of Completion of Construction.

(a) Upon (i) satisfaction of the conditions set forth in Section 7.01(c) hereof, and (ii) the Developer's written request (which shall include the Certified Final Project Cost Accounting as described in subsection (c)(i), below), DPD shall issue to the Developer a Certificate of Completion in recordable form certifying that all obligations to complete the Project have been fulfilled by the Developer in accordance with the terms of this Agreement.

(b) DPD shall use its best efforts to respond to the Developer's written request for a Certificate of Completion within forty-five (45) days by issuing either a Certificate of Completion 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 the Developer in order to obtain the Certificate of Completion. The Developer may resubmit a written request for a Certificate of Completion upon completion of such measures.

(c) The Developer acknowledges that the City will not issue a Certificate of Completion until all of the following conditions have been met:

(i) the Developer has given the City written notification that construction of the Project, including all of TIF-Funded Improvements, has been completed as required by this Agreement and has provided the City with a certified final accounting of the Total Project Cost, in form acceptable to DPD (the "Certified Final Project Cost Accounting"), showing that the Total Project Cost is equal to or in excess of Closing Date Total Project Cost. If the Total Project Cost, as shown in the Certified Final Project Cost Accounting, is less than the Closing Date Total Project Cost, then the City Funds shall be reduced on a dollar-for-dollar basis as provided in Section 4.03(c)(iii);

(ii) the Developer has provided the City with evidence acceptable to DPD that the final total cost for the TIF-Funded Improvements (other than interest costs) is equal to or in excess of Closing Date Total Project Cost;

(iii) the Developer has provided DPD with evidence acceptable to DPD showing that the Developer has completed the Project in compliance with the Plans and Specifications and all building permit requirements, including without limitation, receipt of all required certificate(s) of occupancy for the Project;

(iv) each of the following is met: (1) not less than fifty percent (50%) of the Project space is occupied and open to the public for business; and (2) Developer has submitted to DPD copies of all leases with tenants;

- (v) 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
- (vi) evidence acceptable to DPD that the Project has complied with the Chicago Sustainable Development Policy;
- (vii) 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 of Completion; Continuing Obligations. The Certificate of Completion relates only to the construction 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 issuance of a Certificate of Completion, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein 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 of Completion 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 8.01(i), 8.01(k), 8.02, 8.06, 8.19, 8.21 and 8.25 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 of Completion; provided, that upon the issuance of a Certificate of Completion, 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 issuance of a Certificate of Completion shall be binding only upon the Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

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 pursuant hereto;
- (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. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, 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 the Developer.

7.04. Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide Developer, at Developer's written request, 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 Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) the Developer is an Illinois limited liability company duly 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) the Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization 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 the Developer is now a party or by which the Developer is now or may become bound;

(d) unless otherwise permitted under the terms of this Agreement, or with written consent of DPD, the 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 hereof) through the Term of the Agreement;

(e) the 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 the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall, as and when required, maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals and building permits) necessary to conduct its business and to construct, complete and operate the Project;

(h) the 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 the Developer is a party or by which the Developer or the Property 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 the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) the 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; provided, however, no written consent or notice shall be needed when admitting new equity investors as member of Developer

or when equity investors transfer or convey their membership interests in Developer (including without limitation the admission of Federal Historic Tax Credit Investor and State Historic Tax Credit Investor as members of Developer, and the subsequent transfer or conveyance of their membership interests in Developer); (2) assign, 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); provided, however, no written consent or notice shall be needed for leases in the ordinary course of business for operation of the Project; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; or (6) cease to operate the Project as required by this Agreement.

(k) the Developer has not incurred, and, prior to the issuance of a Certificate of Completion, 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 and/or liens bonded by the Developer or insured by the Title Company; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(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 the Developer nor any affiliate of the 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 TIF Fund; (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 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 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 hereof, Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Ordinance, the Scope Drawings, Plans and Specifications, the Project Budget and all amendments thereto, and all Laws 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 of Completion with respect thereto.

8.03. Redevelopment Plan. The 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 the Developer shall be used by Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05. Recapture of TIF Assistance.

(a) Upon the happening of a Capital Event on or before the tenth anniversary of the issuance of the Certificate of Completion, the Developer agrees to pay and remit to the City on the closing date of such Capital Event, as defined below, an amount equal to 100% of the City Funds previously paid to the Developer.

(b) "Capital Event" shall mean the sale, transfer or refinancing of the Project or any part thereof.

8.06. Operations Covenant, Occupancy Covenant and Job Creation Goals

(a) *Operations Covenant; Occupancy Covenant, Job Creation Goals.*

(1) During the entire the Compliance Period, Developer covenants and agrees to operate the Project in the manner as described in Recital D, with the exception of recognized holidays or other closures due in the normal course of business, including extended closures as may reasonably be necessary for remodeling or improvement of commercial spaces from time to time (the "Operations Covenant").

(ii) During the Compliance Period, Developer shall maintain no less than seventy-five percent (75%) of the net rental square footage of the Project occupied by operational businesses and JGMA shall maintain its corporate headquarters at the Property (collectively, the "Occupancy Covenant").

(iii) Developer will aspire to create fifty (50) full-time equivalent, permanent jobs and three hundred fifty (350) temporary full-time equivalent, construction jobs at the Project. Developer's failure to reach the afore-stated goals will not constitute an Event of Default of this Agreement.

(b) *Operation and Occupancy Covenants Defaults and Cure Periods.*

(i) Non-Curable Covenant Default: There shall be no cure period for an event of default by Developer for failure to timely submit the Annual Compliance Report to the City.

(ii) Cure Periods. If Developer is in noncompliance with the Operations and Occupancy Covenants at the time of the Developer's Annual Compliance Report submission, such noncompliance shall constitute an Event of Default. However, the Developer shall be entitled to two (2) non-consecutive one-year cure periods ("Covenant Cure Periods") during the Compliance Period. If the Annual Compliance Report submission in the next subsequent year following one of the Covenant Cure Periods also documents noncompliance with the Operations Covenant or the Occupancy Covenant, then such noncompliance shall constitute an Event of Default without notice or opportunity to cure, and the City shall have such remedies as set forth in Section 15.02 hereof.

(c) *Operations Covenant Defaults*. Notwithstanding Section 15.03 herein, failure to comply with the Operations Covenant at any time shall be an Event of Default without notice or an opportunity to cure.

(d) The covenants set forth in this Section 8.06 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.07. Employment Opportunity; Progress Reports. The 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 hereof. 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 monthly. If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

8.08. Employment Profile. The 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. The 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, 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 Section 8.09.

8.10. Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, 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. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DPD's request, prior to any such disbursement.

8.11. Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the 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 the 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 the Developer's business, the Property or any other property in the Redevelopment Area.

8.12. Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

8.13. Financial Statements. The Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal years ended 2020 and 2021 and each December 31 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 hereof.

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, the 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. The Developer shall furnish to DPD, within thirty (30) days of DPD'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. The Developer has the right, before any delinquency occurs:

(i) 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. Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The 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.

(a) *Representation.* To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be, as and when required, in compliance with all Laws pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

(b) *Covenant.* The Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws. Upon the City's request, the Developer shall provide evidence to the City of its compliance with this covenant.

8.18. 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 on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19. Real Estate Provisions.

(a) *Governmental Charges.*

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the 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 the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) **Right to Contest.** The 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 the 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) The Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the 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

(iv) the 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 the 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 the 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 the 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 the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

8.20. **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 hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate of Completion) shall be in effect throughout the Term of the Agreement.

8.21. **Annual Compliance Report.** The Developer shall provide to DPD an Annual Compliance Report consisting of (a) an Affidavit from the Developer itemizing all ongoing requirements including references to all the relevant Sections of this Agreement in a form

acceptable to DPD, (b) sufficient documentation and certifications, to the satisfaction of DPD, to evidence that all ongoing requirements have been satisfied during the preceding reporting period (which DPD shall have the right, but not the obligation, to audit compliance with to determine the sufficiency of such Annual Compliance Report), and (c) the Data Sharing Form for the previous reporting period. The Annual Compliance Report shall be submitted each year within 60 days of each anniversary of the issuance of the Certificate of Completion (each such calendar year being a "Reporting Period"). Failure by the Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof. The covenants contained in this Section 8.21 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.22. Inspector General. It is the duty of the 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 the Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 Sustainability Requirements. The Developer shall provide evidence acceptable to DPD that it has complied with the Chicago Sustainable Development Policy for the Project within one (1) year from the date of the issuance of the Certificate. If a default occurs under the Chicago Sustainable Development Policy requirement, the City shall have the right to reduce the amount of the City Funds by \$250,000.

8.24 Job Readiness Program. Not less than thirty (30) days prior to the Closing Date, the Developer shall meet with Workforce Solutions (DPD workforce division) regarding compliance with all Section 8.24 requirements. During this meeting, the Developer will work with DPD to create an Employment Plan Needs Assessment for the Project. Developer shall work with DPD regarding the referral of potential candidates for job openings at the Project. The Developer hereby covenants and agrees to work with the City, and to use best efforts to have the retail and commercial tenants work with the City, to maximize the recruitment and interviewing of qualified City of Chicago candidates.

8.25. 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 under Section 8.21, (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.

8.26. *Survival of Covenants.* All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate of Completion) shall be in effect throughout the Term of the Agreement.

#### 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 hereunder.

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 hereto 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 of the Developer, 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 hereof.

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.

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 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.

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 E-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least 26 percent by MBEs.
- (2) At least six 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 construction of 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" 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) Prior to the commencement of 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

11.01. Environmental Studies. The Developer provided the City with a Phase I ESA, dated July 2022, and a Phase II ESA, dated XXX.

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Developer performed the 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. The Developer must obtain a new Phase I ESA, dated within 180 days prior to the Closing Date, and obtain a Phase II ESA to address any new RECs identified in the Phase I. The Developer shall enroll the Property in the IEPA's SRP in order to obtain a No Further Remediation Letter for the enrolled Property. The Developer acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a RAP Approval Letter for the Property.

The Developer covenants and agrees that upon, receipt of the RAP Approval Letter for the Property, the Developer shall promptly complete all Remediation Work necessary to obtain an NFR Letter for the Property, using all reasonable means. The City shall have the right to review in advance and approve all Environmental Documents and any changes thereto. Within 14 days (unless extended by the City), the Developer shall submit an estimate of the cost to perform the Remediation Work to the City. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the 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 that the City will not permit occupancy until the IEPA has issued, the City has approved, and the Developer has recorded with the Cook County Recorder of Deeds a Final Comprehensive residential NFR Letter for the Property enrolled in the SRP. The City's approval of the NFR Letter as issued by the IEPA 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 agrees to extend such time period, then the City shall have the right to issue a notice of default of this Agreement pursuant to Section 14 of this Agreement.

The Developer must abide by the terms and conditions of the NFR Letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the NFR Letter.

11.02 Developer will conduct a Hazardous Building Material Survey of the Site prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property. The Hazardous Building Material Survey shall include (but is not limited to) asbestos and lead-based paint surveys and testing and visually inspecting and, as necessary, testing the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after abatement work. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any abatement work.

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to and approved by the City prior to approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

11.03 Release and Indemnification. The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind

or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Materials from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA, 42 U.S.C. § 6901 et seq; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Closing Date. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

**11.04 Release Runs with the Property.** The covenant of release in Section 11.03 above shall run with the Property and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this RDA, and that, but for such release, the City would not have agreed to provide financial assistance to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 11.02 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

**11.05 Indemnity.** 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 Substances or Other Regulated Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substances or Other Regulated Materials 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.

11.06 Survival. This Section 11 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the Term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to 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. Prior to 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 Pollution 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 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 to the City on an insurance certificate form to the City's satisfaction prior to 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 during the Term of the Agreement.

#### 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 offering memorandum or information statement 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 of the 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 hereto;

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 shall have 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, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

- (a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;
- (b) the failure of Developer 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) 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) except as otherwise permitted hereunder, 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 and/or liens bonded by the Developer or insured by the Title Company to the satisfaction of DPD, 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) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of Developer or the sale or transfer of the majority of the ownership interests of the Developer or its Managing Member, without the written consent of the City;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, 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.

For purposes of Sections 15.01(j) hereof, a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests.

**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, discontinue payment of City Funds, place a lien on the Project in the amount of City Funds paid, and/or accelerate the Loan as provided in this Section 15.02 and seek reimbursement of any City Funds previously paid to the Developer. In the event that the City elects to accelerate the Loan hereunder, the Developer shall pay and remit to the City an amount equal to the outstanding Principal balance of the Loan plus accrued interest immediately upon demand from the City. In addition, 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 terms and conditions contained herein.

#### 15.03. Curative 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) 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 (except as provided in Section 8.06), 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 with respect to the filing of the Annual Compliance Report pursuant to Section 8.21 or for noncompliance with the Operations Covenant and that the cure period for noncompliance with the Occupancy Covenant shall be as provided for in Section 8.06(b) hereof.

15.04. Lender Notice and Cure Right. If Lender Financing is derived from a tax credit investment, including but not limited to the Federal Historic Tax Credit and State Historic Tax Credit, then if an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing Lender Financing at the addresses in Section 17, and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

### SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit D hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein 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 herein 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 herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) In the event that 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 hereunder in accordance with Section 18.14 hereof, 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) In the event that 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 hereunder in accordance with Section 18.14 hereof, 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" hereunder; 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 prior to the time 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 hereunder, 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) Prior to the issuance by the City to Developer of a Certificate of Completion pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder 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.

<p><b>If to the City:</b></p> <p>City of Chicago  Department of Planning and Development  121 North LaSalle Street, Room 1000  Chicago, Illinois 60602  Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>Team Pioneros, LLC  1425 South 55<sup>th</sup> Court  Cicero, Illinois 60804  Attention: Matt Mosher</p>
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<p><b>With Copies To:</b></p> <p>City of Chicago                  Department of Law                  121 North LaSalle Street, Room 600                  Chicago, Illinois 60602                  Attention: Finance and Economic                  Development Division</p>	<p><b>With Copies To:</b></p> <p>Ginsberg Jacobs LLC                  300 South Wacker Drive, Suite 2750                  Chicago, IL 60606                  Attention: Darryl Jacobs, Esq.</p>
<p><b>If to the Federal Historic Tax Credit Investor:</b></p> <p>MPC Fed Pioneer PCFd, LLC                  3414 Peachtree Road, Suite 825                  Atlanta, Georgia 30326                  Attention: Rick Chukas</p>	<p><b>If to the State Historic Tax Credit Investor:</b></p> <p>Team Pioneros State Investor Member, LLC                  c/o Team Pioneros, LLC                  1425 South 55<sup>th</sup> Court                  Cicero, Illinois 60804                  Attention: Matt Mosher</p>
<p><b>If to the TIF Bridge Lender:</b></p> <p>Untamed Equity, LLC                  111 W. 76th Street                  Davenport, IA 52806                  Attn: Emily Blaylock</p>	
<p><b>With Copies To:</b></p> <p>Husch Blackwell                  511 North Broadway, Suite 1100                  Milwaukee, Wisconsin 53202                  Attention: Rebecca Mitich, Esq.</p>	

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 the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party 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 18.01 shall be defined as any deviation from the terms of the Agreement which operates to (A) cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer

(including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%), (B) materially change the Property or character of the Project or any activities undertaken by Developer affecting the Property, the Project, or both, or (C) increase any time agreed for performance by Developer by more than ninety (90) days.

18.02. 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.

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 hereof. 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 hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06. 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.

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 herein 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 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 of Completion or otherwise administering this Agreement for the City.

18.14. Assignment. Except as permitted in Section 8.01(i) hereof, 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. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of TIF Bridge Lender as security for the TIF Bridge Loan. 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, including but not limited to Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs, Occupancy and Operations Covenant), Section 8.19 (Real Estate Provisions), Section 8.25 (FOIA and Local Records Act Compliance) and Section 8.26 (Survival of Covenants) hereof, for the Term of the Agreement. The proposed buyer or assignee of the Developer must be qualified to do business with the City (including but not limited to provision of Economic Development Statement(s) and compliance with anti-scofflaw requirements). 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 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.

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 acts of nature 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.

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 herein.

18.18. Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agree 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 That Create Financial Interests. 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 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 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. 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.

18.21. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

18.22. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

**TEAM PIONEROS, LLC**  
an Illinois limited liability company

By: Park Row Development, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Matt Mosher  
Title: Managing Member

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Name: Cierre Boatwright  
Title: 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 Matt Mosher, personally known to me to be the managing Member of Park Row Development, LLC ("Managing Member"), the managing member of Team Pioneros, LLC (the "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 signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Managing Member, as his free and voluntary act and as the free and voluntary act of the Managing Member and the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 Ciere Boatwright, personally known to me to be the Commissioner 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 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 \_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

(SEAL)

[(Sub)Exhibits "A", "B", "F" and "G" referred to in this Team Pioneros LLC Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "C", "D", "E-1", "E-2" and "H" referred to in this Team Pioneros LLC Redevelopment Agreement read as follows:

*(Sub)Exhibit "C".*  
(To Team Pioneros LLC Redevelopment Agreement)

*TIF-Funded Improvements\*.*

	TIF-Eligible Budget
Acquisition Costs:	\$ 1,775,000
Hard Costs:	
Building Sitework	\$ 1,125,000
Substructure	426,370
Shell	4,514,275
Interiors	2,377,569
Service:	3,798,000
Special Construction and Demolition	425,000
Hard Cost Contingency	<u>1,224,121</u>
Total Hard Costs:	\$13,890,335
Soft Costs/Fees:	
Architecture and Engineering	\$ 1,463,820
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Developer Fee	0
Soft Cost Contingency	<u>0</u>
Total Soft Costs:	\$ 1,463,820
Total:	\$17,129,155

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\* 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 and shall not exceed the maximum TIF Assistance.

*(Sub)Exhibit "D".*  
(To Team Pioneros LLC Redevelopment Agreement)

*Permitted Liens.*

1. Liens Or Encumbrances Against The Property On The Closing Date:

Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, 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.

2. Liens or encumbrances against Developer or the Project, other than liens against the Property, after the Closing Date:

[To be inserted at closing.]

*(Sub)Exhibit "E-1".*  
(To Team Pioneros LLC Redevelopment Agreement)

*Project Budget.*

	Project Budget
Acquisition Costs:	\$ 1,775,000
Hard Costs:	
Building Sitework	\$ 1,125,000
Substructure	426,370
Shell	4,514,275
Interiors	2,377,569

	Project Budget
Services	\$ 3,798,000
Special Construction and Demolition	425,000
Hard Cost Contingency	<u>1,224,121</u>
Total Hard Costs:	\$13,890,335
Soft Costs/Fees:	
Architecture and Engineering	\$1,463,820
Other Professional Services	4,586,788
Construction Management	164,391
Permits and Titles	227,500
Developer Fee	1,350,000
Soft Cost Contingency	<u>622,251</u>
Total Soft Costs:	\$ 8,414,750
Total:	\$24,080,085

*(Sub)Exhibit "E-2".*  
(To Team Pioneros LLC Redevelopment Agreement)

*MBE/WBE Budget.*

	MBE/WBE Budget
Acquisition Costs:	
Hard Costs:	
Building Sitework	\$ 1,125,000
Substructure	426,370

	MBE/WBE Budget
Shell	\$ 4,514,275
Interiors	2,377,569
Services	3,798,000
Special Construction and Demolition	425,000
Hard Cost Contingency	<u>1,224,121</u>
Total Hard Costs:	\$13,890,335
Soft Costs/Fees:	
Architecture and Engineering	\$ 1,463,820
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Developer Fee	0
Soft Cost Contingency	<u>0</u>
Total Soft Costs:	\$ 1,463,820
Total:	\$15,354,155
Project MBE Total at 26 percent:	\$ 3,992,080
Project WBE Total at 6 percent:	\$ 921,249

*(Sub)Exhibit "H".*  
(To Team Pioneros LLC Redevelopment Agreement)

*Developer Note.*

**NOTE**

**Maximum Amount**

\$13,000,000

Chicago, Illinois

\_\_\_\_\_, 2024

FOR VALUE RECEIVED, the undersigned, TEAM PIONEROS, LLC, an Illinois limited liability company ("Maker"), hereby promises to pay to the order of the City of Chicago, Illinois ("Holder") at its Department of Finance, 121 North LaSalle Street, Suite 700, Chicago, Illinois 60602 or at such other place as Holder may appoint, the principal sum of Thirteen Million Dollars (\$13,000,000) together with interest thereon at a rate of 1% per annum on the outstanding principal balance from time to time, due and payable in full on \_\_\_\_\_, 2034 (the "Maturity Date"); provided, however, that the term "Maturity Date" shall also mean such earlier date as of which the principal of and interest on the Loan may become due and payable because of acceleration or prepayment as provided in that certain Redevelopment Agreement dated as of \_\_\_\_\_, 202\_\_ between Maker and Holder (the "RDA").

Interest charged on this Note will accrue on the basis of a year consisting of 360 days, comprised of 12 months of 30 days each. Interest shall be due and payable to Holder annually.

Maker has executed and delivered this Note pursuant to the terms of the RDA in connection with the reimbursement of TIF-Funded Improvements by Maker on the property described on Exhibit B to the RDA (the "Project Property"). The principal amount of this Note is determined pursuant to the terms of the RDA. All capitalized terms used but not otherwise defined herein shall have the same meanings set forth in the RDA.

This Note may be prepaid by Maker at any time, in whole or in part, at a price equal to 100% of the principal amount being prepaid plus accrued interest on such amount to the prepayment date.

If any payment of principal or interest, if any, due hereunder, or any other charges due to Holder as required under this Note or the RDA, shall not be paid on the date such payment is due, Maker shall pay Holder hereof as liquidated damages and not as a penalty an additional "late charge" of 15 percent of such delinquent payment or the maximum permitted by law, whichever is less, in order to defray the increased cost of collection occasioned by any such delinquent payment or the maximum permitted by law, whichever is less, in order to defray the increased cost of collection occasioned by any such late payments. Further, any such delinquent payments (not including interest payments) shall bear interest from and after the date due at the lesser of the rate of 15 percent per annum or the maximum rate permitted by law until so paid.

Maker will pay all costs and expenses of collection, including attorneys' fees, incurred or paid by Holder in enforcing this Note or the obligations evidenced by the RDA to the extent permitted by law.

Maker hereby waives presentment, demand, notice, protest and all other demands or notices in connection with the delivery, acceptance, endorsement, performance, default or enforcement of this Note, except as may be specifically set forth in the RDA as to notices.

Holder is expressly authorized to apply payments made under this Note as Holder may elect against any and all amounts, or portions thereof, then due and payable to Holder hereunder or under the RDA.

The City shall forgive that portion of the Principal amount of the Loan, plus accrued and unpaid interest, as set forth below, provided Developer submits an Annual Compliance Report evidencing that all ongoing requirements of the RDA have been satisfied during the preceding year:

Date of Annual Compliance Report	Loan Forgiveness Schedule
2025	N/A
2026	N/A
2027	\$1,625,000 of the outstanding Principal plus accrued interest
2028	\$1,625,000 of the outstanding Principal plus accrued interest
2029	\$1,625,000 of the outstanding Principal plus accrued interest
2030	\$1,625,000 of the outstanding Principal plus accrued interest
2031	\$1,625,000 of the outstanding Principal plus accrued interest
2032	\$1,625,000 of the outstanding Principal plus accrued interest
2033	\$1,625,000 of the outstanding Principal plus accrued interest
2034	\$1,625,000 of the outstanding Principal plus accrued interest

Upon Maker's failure to pay, when due, any installment of principal or interest, if any, on this Note in accordance with the terms hereof, or upon Maker's failure to pay when due (including any applicable notice and/or cure periods) any other sums or perform or observe any covenant, term or provision hereof on a timely basis as required hereunder (which failure to perform or observe remains unremedied for 30 days after notice thereof from Holder to Maker; provided, however, that Holder shall not be precluded during any such periods from exercising any remedies available under the RDA if its security becomes or is about to become materially jeopardized by any such failure), or upon the occurrence of an Event of Default under the RDA, then, at the option of Holder hereof, Holder may elect without notice to Maker to accelerate the maturity of this Note and upon such election the principal sum remaining unpaid hereon, together with accrued interest if any, hereon and any additional indebtedness due by Maker to Holder under the RDA, shall become at once due and payable at the place of payment as aforesaid, and Holder may proceed to exercise any right and remedies available to Holder under the RDA and to exercise any other rights and remedies against Maker or with respect to this Note which Holder may have at law, in equity or otherwise. None of the rights or remedies of Holder hereunder or under the RDA are to be deemed waived or affected by any failure to exercise same. All remedies conferred upon Holder by the RDA or any other instrument, document or agreement to which Maker is a party or under which Maker is bound, shall be cumulative and not exclusive; any such remedies may be exercised singularly, concurrently or consecutively at Holder's option.

No delay or omission on the part of Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of Holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

The parties hereto intend and believe that each provision in this Note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare any provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained herein, and that the rights, obligations and interests of Maker and Holder under the remainder of this Note shall continue in full force and effect.

Upon any endorsement, assignment or other transfer of this Note by Holder or by operation of law, the term "Holder" as used herein, shall mean such endorsee, assignee or other transferee or successor. This Note shall inure to the benefit of Holder, its successors and assigns and shall be binding upon Maker, its successors and assigns.

MAKER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONCENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE AND BE EFFECTIVE IN THE MANNER PRESCRIBED FOR NOTICES AS SET FORTH HEREIN. MAKER HEREBY WAIVES TRIAL BY JURY, ANY OBJECTION BASED UPON FORUM NON CONVENIENS, AND ANY OBJECTION TO VEUE OF ANY ACTION INSTITUTED HEREUNDER. NOTHING IN THIS PARAGRAPH SHALL AFFECT THE RIGH TOF HOLDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF HOLDER TO BRING ANY ACTION OR PROCEEDING AGAINST MAKER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

<p><b>If to the City:</b></p> <p>City of Chicago                  Department of Planning and Development                  121 North LaSalle Street, Room 1000                  Chicago, Illinois 60602                  Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>Team Pioneros, LLC                  1425 South 55<sup>th</sup> Court                  Cicero, Illinois 60804                  Attention: Matt Mosher</p>
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<p>With Copies To:</p> <p>City of Chicago                  Department of Law                  121 North LaSalle Street, Room 600                  Chicago, Illinois 60602                  Attention: Finance and Economic                  Development Division</p>	<p>With Copies To:</p> <p>Ginsberg Jacobs LLC                  300 South Wacker Drive, Suite                  2750                  Chicago, IL 60606                  Attention: Darryl Jacobs, Esq.</p>
<p><b>If to the Federal Historic Tax Credit Investor:</b></p> <p>MPC Fed Pioneer PCFd, LLC                  3414 Peachtree Road, Suite 825                  Atlanta, Georgia 30326                  Attention: Rick Chukas</p>	<p><b>If to the State Historic Tax Credit Investor:</b></p> <p>Team Pioneros State Investor                  Member, LLC                  c/o Team Pioneros, LLC                  1425 South 55<sup>th</sup> Court                  Cicero, Illinois 60804                  Attention: Matt Mosher</p>
<p><b>If to the TIF Bridge Lender:</b></p> <p>Untamed Equity, LLC                  111 W. 76th Street                  Davenport, IA 52806                  Attn: Emily Blaylock</p>	
<p>With Copies To:</p> <p>Husch Blackwell                  511 North Broadway, Suite 1100                  Milwaukee, Wisconsin 53202                  Attention: Rebecca Mitich, Esq.</p>	

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day immediately following deposit with the overnight courier and, if sent pursuant to clause (d) above, shall be deemed received two Business Days following deposit in the mail.

This Note shall be construed and enforced according to the internal laws of the State of Illinois without regard to its conflict of laws principles.

Subject to the terms contained in the next two succeeding paragraph, the indebtedness evidenced by this Note shall be non-recourse and in the event of default hereunder, Holder's sole source of satisfaction of repayment of the amounts due to Holder hereunder or under the RDA shall be limited to Holder's rights with respect to the collateral pledged and assigned under the RDA.

Notwithstanding the immediately preceding paragraph, nothing herein or in the RDA shall limit the rights of Holder, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue Maker, if any, for any and all Losses incurred by holder arising from: (i) a material misrepresentation, fraud made in writing or misappropriation of funds by Maker, if any, (ii) intentional, or material waste to the Project Property; (iii) use of proceeds of the Loan other than for the payment or reimbursement of costs of TIF-Funded Improvements; (iv) the occurrence of a transfer not otherwise permitted under the RDA without Holder's prior written consent, to the extent such transfer results from the intentional, willful, voluntary and/or negligent acts or omissions of Maker, if any; (v) any breach of Maker's representations, warranties or covenants regarding Hazardous Materials or Environmental Laws contained in the RDA; (vi) the occurrence of any uninsured casualty to the Project Property or other collateral or security provided under the RDA for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the RDA; or (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project Property or other collateral or security provided under the RDA.

Holder waives any and all right to seek or demand any personal deficiency judgment against Maker, in conjunction with a foreclosure proceeding, under or by reason of any of the non-recourse monetary obligations of Maker; provided, however, that the foregoing shall not limit or affect Holder's right to sue or otherwise seek recourse against Maker, if any, in any separate action or proceeding for all Losses incurred by Holder arising from any of the matters described in the immediately preceding paragraph hereof.

In any case where the date of payment of interest, if any, on or principal of this Note shall not be a Business Day, then payment of such interest or principal need not be made on such date but may be made on the next succeeding Business Day and, if interest is charged on this Note, this Note shall continue to bear interest until such date of payment.

THE TERMS AND PROVISIONS OF THE RDA ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS NOTE.

**IN WITNESS WHEREOF**, Maker has caused this Note to be duly executed on the date first above written.

**TEAM PIONEROS, LLC**  
an Illinois limited liability company

By: Park Row Development, LLC, its Managing Member

By: \_\_\_\_\_  
Name: Matt Mosher  
Title: Managing Member

SETTLEMENT AGREEMENT REGARDING CASE OF *KEVIN LUSK V. PHILLIP RENAULT AND THE CITY OF CHICAGO, A MUNICIPAL CORPORATION.*

[Or2024-0007809]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

*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: *Kevin Lusk v. Phillip Renault and the City of Chicago, a Municipal Corporation*, cited as Case Number 2020 L 005141 (Cir. Ct. of Cook County, Law Division), in the amount of \$195,000, 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 February 14, 2024.

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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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: *Kevin Lusk v. Phillip Renault and the City of Chicago, a Municipal Corporation*, cited as Case Number 2020 L 005141 (Cir. Ct. of Cook County, Law Division), in the amount of \$195,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *AISHA HURSTON V. CITY OF CHICAGO, A MUNICIPALITY; DARREN L. EASTERDAY, STAR NO. 935 IN HIS CAPACITY AS A PRIVATE CITIZEN AS WELL AS IN HIS OFFICIAL CAPACITY AS A CITY OF CHICAGO POLICE SERGEANT.*

[Or2024-0007810]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

*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: *Aisha Hurston v. City of Chicago, a municipality; Darren L. Easterday, Star No. 935, in his capacity as a private citizen as well as in his official capacity as a City of Chicago Police Sergeant*, cited as Case Number 2019 L 7020 (Cir. Ct. of Cook County, Law Division), in the amount of \$400,000, 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 one (1) dissenting vote made by Alderperson Quinn (13<sup>th</sup> Ward) on February 14, 2024.

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, 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, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

*Nays* -- Alderpersons Quinn, Napolitano, Gardiner -- 3.

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: *Aisha Hurston v. City of Chicago, a municipality; Darren L. Easterday, Star No. 935, in his capacity as a private citizen as well as in his official capacity as a City of Chicago Police Sergeant, cited as Case Number 2019 L 7020 (Cir. Ct. of Cook County, Law Division), in the amount of \$400,000.*

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SETTLEMENT AGREEMENT REGARDING CASE OF *TONY PEARSON V. CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY AND THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO MICHAEL J. MC INERNEY, AND MICHAEL J. MC INERNEY, INDIVIDUALLY.*

[Or2024-0007811]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

*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: *Tony Pearson v. City of Chicago, a Municipal Corporation, by and through its authorized agents and employees, including but not limited to Michael J. McInerney, and Michael J. McInerney, individually, cited as Case Number 2019 L 7347 (Cir. Ct. of Cook County, Law Division), in the amount of \$425,000, 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 one (1) dissenting vote made by Alderperson Quinn (13<sup>th</sup> Ward) on February 14, 2024.

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, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

*Nays* -- Alderpersons Quinn, Lopez, Tabares, Napolitano, Reilly, Gardiner -- 6.

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: *Tony Pearson v. City of Chicago, a Municipal Corporation, by and through its authorized agents and employees, including but not limited to Michael J. McInerney, and Michael J. McInerney, individually*, cited as Case Number 2019 L 7347 (Cir. Ct. of Cook County, Law Division), in the amount of \$425,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF *FORESTINE WILLIAMS, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF MARTINA STANDLEY V. CITY OF CHICAGO, A MUNICIPAL CORPORATION; OFFICER BRIAN GREENE (BADGE NO. 5601)*.

[Or2024-0007812]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

*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: *Forestine Williams, as Independent Administrator of the Estate of Martina Standley v. City of Chicago, a Municipal Corporation; Officer Brian Greene (Badge No. 5601)*, cited as Case Number 19 L 12703 (Cir. Ct. of Cook County, Law Division), in the amount of \$3,250,000, 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 February 14, 2024.

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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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: *Forestine Williams, as Independent Administrator of the Estate of Martina Standley v. City of Chicago, a Municipal Corporation; Officer Brian Greene (Badge No. 5601)*, cited as Case Number 19 L 12703 (Cir. Ct. of Cook County, Law Division), in the amount of \$3,250,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2024-0007806]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

*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 February 14, 2024.

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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodriguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*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 pages 9421 and 9422 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
<b>Claimant Type Desc: Property(7)</b>									
ALVARADO	AARON	5947 W AUGUSTA BLVD	CHICAGO	IL	60651	08/19/2023	\$790.00	Claimant	5947 W AUGUSTA BLVD
COCHRANE	MARC	113 E. EDGE MONT LN	PARK RIDGE	IL	60068	09/25/2023	\$250.00	Claimant	11252 S. LANGLEY
DOMANGUE	EDWARD	8300 S ESSEX AVE	CHICAGO	IL	60617	02/11/2022	\$74.49	Claimant	8300 S ESSEX
MIHALIOS	MIHAIL	2434 N CICERO AVE.	CHICAGO	IL	60639	04/28/2022	\$436.48	DEPARTMENT OF REVENUE	2434 N CICERO
MORGESTERN	RIVKA	3625 W ROSEMONT AVE	CHICAGO	IL	60659	10/05/2022	\$200.00	Claimant	3625 W ROSEMONT
NORDBY	ERIK	2043 N HOYNE AVE	CHICAGO	IL	60647	08/10/2023	\$1,020.53	Claimant	2043 N HOYNE
NORDBY	ERIK	2043 N HOYNE AVE	CHICAGO	IL	60647	08/10/2023	\$35.00	DEPARTMENT OF REVENUE	2043 N HOYNE
PRESSEL	LENORE	4533 N MASON AVE	CHICAGO	IL	60630	03/31/2023	\$1,500.00	Claimant	4529 N MASON AVE
VEGAS	CHRIS	4644 N LEAMINGTON	CHICAGO	IL	60630	04/14/2022	\$168.30	Claimant	4644 N LEAMINGTON
Total of Split Claims: 9 \$4,471.80									
<b>Claimant Type Desc: Vehicle(8)</b>									
ALLSTATE A/S/O	-HUMPHREY, JERR	P.O. BOX 660636	DALLAS	TX	75266	03/01/2023	\$1,336.45	Claimant	11901 SASHLAND AVE.
BOONE	EDWARD	4159 W OAKDALE AVE	CHICAGO	IL	60641	05/08/2023	\$66.89	Claimant	5601 W WABANSIA AVE
BORSHEIM	WAYNE	3254 W CRYSTAL STREET	CHICAGO	IL	60651	08/10/2023	\$654.64	Claimant	408 N HALSTED STREET
CANCINO	EVA	3112 LACONIA LN	AURORA	IL	60504	02/26/2023	\$159.21	Claimant	2401 N LAKE SHORE DR
CASTREJON	DANIEL	3015 N KOSTNER AVE	CHICAGO	IL	60641	10/21/2023	\$250.26	Claimant	4120 W DIVERSEY AVE
CHARLES	COLLEEN	1310 NICHOLE LANE	SANDWITICH	IL	60548	08/01/2023	\$217.95	Claimant	4337 SOUTH CICERO AVE
CROWE	RYAN	6113 SCOTT STREET	ROSEMONT	IL	60018	10/04/2023	\$25.08	Claimant	3528 S LEAVITT STREET
DEPASQUALE	RYAN	6119 N KENMORE AVE 308	CHICAGO	IL	60660	04/21/2023	\$202.87	Claimant	NORTH BOUND ON S
DWYER	JAMES	738 PINTAIL DR	NEW LENOX	IL	60451	02/16/2023	\$119.09	Claimant	10700 S WESTERN
FARIA	ADA	2921 S 49TH AVENUE	CICERO	IL	60804	08/01/2023	\$100.00	DEPARTMENT OF REVENUE	4220 S CICERO AVENUE
FRATESCU	SERGHEI	3604 SIGWALT ST	ROLLING	IL	60008	01/31/2023	\$399.55	Claimant	1200 WCORTLAND AVE
GAMBINO	BENEDICT	535 N. MICHIGAN AVE.	CHICAGO	IL	60511	10/23/2023	\$90.61	Claimant	376 N MICHIGAN AVE
GARETT	JAHJ	4348 S LAKE PARK #3	CHICAGO	IL	60653	02/23/2023	\$189.02	Claimant	6600 S STONY ISLAND
GEICO INS A/S/O	RENNER, MARILYN	ONE GEICO CENTER	MACON	GA	31296	01/17/2022	\$1,527.03	Claimant	N ORLEANS ST & W
GOTTBERG	HEIDI	1217 WHOOD AVE #1	CHICAGO	IL	60660	03/07/2023	\$405.55	Claimant	4700 N LAKE SHORE DR
GUERRERO	LUIGI	508 S. LA GRANGE RD.	LA GRANGE	IL	60525	07/17/2023	\$181.25	Claimant	2800 W. CERMAK
HARRIS	DAMASCUS	4310 S BERKELEY AVE	CHICAGO	IL	60653	08/08/2023	\$600.73	Claimant	2560 W MADISON ST

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
IAKUBIAK	PAUL	1360 N LAKE SHORE DR #1714	CHICAGO	IL	60610	03/02/2023	\$876.99	Claimant	3700 N LAKE SHORE DR
JIMENEZ	ALEJANDRO	4850 S TRIPP AVE.	CHICAGO	IL	60632	03/25/2023	\$488.27	Claimant	4547 W 55TH
JONES	CHARLES	8820 S KOMENSKY	HOMETOWN	IL	60456	03/31/2022	\$80.00	DEPARTMENT OF REVENUE	8400 S VINCENNES AVE
JONES	CHARLES	8820 S KOMENSKY	HOMETOWN	IL	60456	03/31/2022	\$68.84	Claimant	8400 S VINCENNES AVE
JAPPIN	CHRISTOPHER	608 WILLOW LANE	GENEVA	IL	60134	02/23/2023	\$91.32	Claimant	1200 N LAKE SHORE
JUNA	LOU	106 PEYTON DR	CHICAGO	IL	60411	10/30/2023	\$285.01	Claimant	3700 S. WESTERN AVE
MCMEEL	MORGAN	3139 S LOWE AVE	CHICAGO	IL	60616	05/09/2023	\$305.94	DEPARTMENT OF REVENUE	700 N WESTERN
MECADO	WILFREDO	4535 N CHRISTIANA	CHICAGO	IL	60625	09/01/2022	\$317.37	Claimant	4538 N CHRISTIANA
MECADO	WILFREDO	4535 N CHRISTIANA	CHICAGO	IL	60625	09/01/2022	\$744.00	DEPARTMENT OF REVENUE	4538 N CHRISTIANA
SHEKERJIAN	MARK	1155 WEST MADISON STREET UNIT 602	CHICAGO	IL	60607	12/31/2022	\$422.78	Claimant	800 W HUBBARD ST
SMITH	ALFREDIA	2409 W BERWYN AVE APT 1B	CHICAGO	IL	60625	07/25/2023	\$324.69	Claimant	4200 S CICERO AVE
SMITH	JESSICA	1629 S PRAINE AVE #1701	CHICAGO	IL	60616	01/02/2023	\$209.78	DEPARTMENT OF REVENUE	365 N HALSTED ST
STATEFARM	HARTSON ELISSA	P.O BOX 106172	ATLANTA	GA	303486172	03/06/2023	\$1,950.90	Claimant	1350 W THORNDALE AVE
WILLIAMS	MARVEL	7243 S SEELEY AVE	CHICAGO	IL	606363729	11/08/2023	\$135.60	DEPARTMENT OF REVENUE	7100 S STATE

Total of Split Claims: Number 31 Amount \$12,827.67

Total of Split Claims: Number 40 Amount \$17,299.47

*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0007807]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2023.

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

Your Committee on Finance, small claims division, to which was referred on September 23, 2022 and on subsequent dates, 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 February 14, 2024.

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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

[List of denied claimants printed on page 9424 of this *Journal*.]

City Of Chicago  
**Denied Claims by Claim Name**

Denied Date: 02/21/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
BARR, JOHN H		9/23/22 12:00 AM		2023370368	STATUE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED.
BUSH, WHYNEE M		8/20/23 12:00 AM		2023370365	CITY IS NOT LIABLE, CLAIM NEED TO CONTACT HEARING
CHISOM, CHERYL E		11/13/23 12:00 AM		2023370374	FILE CLAIM WITH ILLINOIS DEPARTMENT OF TRANSPORTATION
DARRAGH, JEANNE N		11/6/23 12:00 AM		2023370390	BIGANE PAVING CONSTRUCTION, 935 W. CHESTNUT ST. SUITE
ELIAS, LULA D		11/13/23 12:00 AM		2023370376	BIGANE PAVING CO 935 W CHESTNUT ST STE 100, CHICAGO IL
JOHNSON, SHONE T		7/11/23 12:00 AM		2023370218	S&S HAS DENIED THIS CLAIM BASED OF INVESTIGATIONS.
KELLY, MARY E		11/22/23 12:00 AM		2023370371	CITY NOT LIABLE
ROBINSON, DYNEISHA		12/2/23 12:00 AM		2023370385	TORT LIABILITY
STATE FARM A/S/O LAUREN AMOS		7/13/23 12:00 AM	07/19/2023	2023370378	CLAIM ALREADY FILED BY LAUREN AMOS
STEPHANI, WILLIAM		4/3/23 12:00 AM		2023370205	STARR DENIED
TRIPP, FANNIE		6/6/23 12:00 AM		2023370362	CITY NOT LIABLE

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF JANUARY 2024.

[F2024-0007808]

The Committee on Finance submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Finance, to which was submitted a list of cases in which verdicts, judgments or settlements were entered into for the month of January 2024, 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 February 14, 2024.

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*.

**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

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**APPOINTMENT OF ALFONZO CONNER, JR. AS COMMISSIONER OF DEPARTMENT OF WATER MANAGEMENT.**

[A2024-0007310]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on the Budget and Government Operations, having had under consideration the appointment of Alfonzo Conner, Jr. as Commissioner of the Department of Water Management (A2024-0007310), begs leave to report and recommend that Your Honorable Body *Approve* the appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the committee's recommendation was *Concurred In* and the said proposed appointment of Alfonzo Conner, Jr. as Commissioner of the Department of Water Management 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2024-0007312]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 21, 2024.

*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 2024 amendment within Fund Number 925 (SO2024-0007312), 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.

Respectfully submitted,

(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, Rodríguez-Sanchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 2024 (the "2024 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 Public Health has been awarded additional federal COVID-19 carryover grant funds in the amount of \$502,000 by the United States Department of Health and Human Services for the Vaccine Preventable Diseases (Immunizations and Vaccines for Children) program; and

WHEREAS, The City through its Department of Police has been awarded state grant funds in the amount of \$1,970,000 by the Illinois Department of Commerce and Economic Opportunity for the Chicago Camera Program; and

WHEREAS, The City through its Department of Transportation has been awarded additional federal grant funds in the amount of \$48,040,000 by the United States Department of Transportation for the Congestion Mitigation Air Quality (CMAQ) program; now, therefore,

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

SECTION 1. The amount of \$50,512,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2024. The 2024 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 2024 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
Estimate Of Grant Revenue For 2024							
	Awards from Agencies of the Federal Government	\$2,518,220,000	\$2,566,260,000				
	Awards from Agencies of the Federal Government for COVID-19	939,843,000	940,345,000				
	Awards from Agencies of the State of Illinois	878,676,000	880,646,000				
925 -- Grant Funds							
Department Number	Department And Grant Name	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover	Strike Amount (2024 Total)	Add Amount (2024 Total)
41	Department Of Public Health: Vaccine Preventable Diseases (Immunizations And Vaccines For Children)			\$34,467,000	\$34,969,000	\$ 37,700,271	\$38,202,271
57	Department Of Police: Chicago Camera Program		\$ 1,970,000				1,970,000
84	Department Of Transportation: Congestion Mitigation Air Quality (CMAQ)	\$127,158,000	175,198,000			\$140,283,404	188,323,404

TRANSFER OF YEAR 2024 FUNDS WITHIN VARIOUS WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on the Budget and Government Operations, having had under consideration ordinances and substitute ordinances concerning transfer of funds within various Ward Wage Allowance/Aldermanic Expense Accounts for Year 2024, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinances 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 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following are said ordinances as passed:

1<sup>st</sup> Ward.

[O2024-0007048]

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 2024. 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	Ward
Expense to Staff Transfer	0100	015/2005	9008	\$47,386	1

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Expense to Staff Transfer	0100	015/2005	0017	\$47,386	1

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 1 during said year (see attached Appendix).

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

Appendix:

Re: Transfer of funds from expense account to wage allowance account for 1<sup>st</sup> Ward in the amount of \$47,386 for the following expected staff expenses:

Expected 2024 Full-Time Staff Salary Paid Out (\$284,500).

One Assistant to the Alderman:

Chief of Staff

Three Staff Assistants to the Alderman:

Policy Director

Community Development Specialist

Associate (to be hired)

Expected 2024 Part-Time (Hourly) Staff Paid Out (\$62,886).

Three Aldermanic Aide positions:

Two Constituent Services roles

One Communications role

—

11<sup>th</sup> Ward.

[O2024-0007032]

*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 2024. 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	Ward
Staff Funding Transfer	0100	0152005	9008	\$65,000	11

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Staff Funding Transfer	0100	0152005	0017	\$65,000	11

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 11 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

—

13<sup>th</sup> Ward.

[SO2024-0007339]

*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 2024. 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	Ward
Wage Allowance	0100	015/2005	0017	\$30,000	13

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$30,000	13

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 9008 Aldermanic Expense Account for Ward 13 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

17<sup>th</sup> Ward.

[SO2024-0006927]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$10,000	17

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$10,000	17

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 17 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

29<sup>th</sup> Ward.

[SO2024-0007331]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$44,096	29

## TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$44,096	29

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 29 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

—  
31<sup>st</sup> Ward.

[SO2024-0006647]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$52,000	31

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$52,000	31

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 31 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

38<sup>th</sup> Ward.

[SO2024-0007004]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$40,000	38

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$40,000	38

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 38 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

—

39<sup>th</sup> Ward.

[SO2024-0007504]

*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 2024. 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	Ward
Wage Allowance	0100	015/2005	0017	\$71,000	39

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$71,000	39

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 9008 Aldermanic Expense Account for Ward 39 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

*41<sup>st</sup> Ward.*

[O2024-0007338]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$40,000	41

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$40,000	41

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 41 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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*44<sup>th</sup> Ward.*

[SO2024-0007018]

*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 2024. 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	Ward
Wages	0100	015/2005	9008	\$38,000	44

## TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$38,000	44

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 44 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

—  
47<sup>th</sup> Ward.

[SO2024-0007356]

*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 2024. 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	Ward
Pay 47 <sup>th</sup> Ward Part-time Office Staff	0100	015/2005	9008	\$13,500	47

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Pay 47 <sup>th</sup> Ward Part-time Office Staff	0100	015/2005	0017	\$13,500	47

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 47 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

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**COMMITTEE ON ECONOMIC, CAPITAL AND  
TECHNOLOGY DEVELOPMENT.**

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REAPPOINTMENT OF FRANK J. CAPUTO AS MEMBER OF GREEKTOWN/  
HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0007289]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Frank J. Caputo as a member of Special Service Area Number 16, Greektown/Halsted Commission (A2024-0007289), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Frank J. Caputo as a member of the Greektown/Halsted Commission (Special Service Area Number 16) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF ANASTASIA MAKRIDAKIS AS MEMBER OF GREEKTOWN/  
HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0007291]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Anastasia Makridakis as a member of Special Service Area Number 16, Greektown/Halsted Commission (A2024-0007291), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Anastasia Makridakis as a member of the Greektown/Halsted Commission (Special Service Area Number 16) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

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REAPPOINTMENT OF A. THOMAS PASPALAS AS MEMBER OF GREEKTOWN/  
HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0007287]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of A. Thomas Paspalas as a member of Special Service Area Number 16, Greektown/Halsted Commission (A2024-0007287), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of A. Thomas Paspalas as a member of the Greektown/Halsted Commission (Special Service Area Number 16) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF MARIA M. TSOURAPAS AS MEMBER OF GREEKTOWN/  
HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0007288]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Maria M. Tsourapas as a member of Special Service Area Number 16, Greektown/Halsted Commission (A2024-0007288), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Maria M. Tsourapas as a member of the Greektown/Halsted Commission (Special Service Area Number 16) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

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REAPPOINTMENT OF JASON R. KRAUS AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2024-0007292]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Jason R. Kraus as a member of Special Service Area Number 21-2016, Lincoln Square Commission (A2024-0007292), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Jason R. Kraus as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF ANTHONY A. QAIYUM AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2024-0007293]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Anthony A. Qaiyum as a member of Special Service Area Number 21-2016, Lincoln Square Commission (A2024-0007293), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Anthony A. Qaiyum as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF LINCOLN SQUARE COMMISSION (SPECIAL SERVICE AREA NO. 21-2016).

[A2024-0007294]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Nicholas A. Yassan as a member of Special Service Area Number 21-2016, Lincoln Square Commission (A2024-0007294), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Nicholas A. Yassan as a member of the Lincoln Square Commission (Special Service Area Number 21-2016) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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APPOINTMENT OF JACOB RINGER AS MEMBER OF CLARK STREET-LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2024-0007295]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the appointment of Jacob Ringer

as a member of Special Service Area Number 23, Clark Street-Lincoln Park Commission (A2024-0007295), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Jacob Ringer as a member of the Clark Street-Lincoln Park Commission (Special Service Area Number 23) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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APPOINTMENT OF ADAM SILVERSTEIN AS MEMBER OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2024-0007296]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the appointment of

Adam Silverstein as a member of Special Service Area Number 33, Wicker Park and Bucktown Commission (A2024-0007296), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Adam Silverstein as a member of the Wicker Park and Bucktown Commission (Special Service Area Number 33) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF EDDA B. COSCIONI AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007297]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Edda B. Coscioni as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007297), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Edda B. Coscioni as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

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REAPPOINTMENT OF MARK H. DAVIS AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007298]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Mark H. Davis as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007298), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Mark H. Davis as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF KENNETH DOTSON AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007299]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Kenneth Dotson as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007299), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Kenneth Dotson as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF KEVIN J. GRECO AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007303]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Kevin J. Greco as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007303), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Kevin J. Greco as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF MICHAEL HOCHHAUSER AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007300]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment

of Michael Hochhauser as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007300), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Michael Hochhauser as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

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

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REAPPOINTMENT OF TIFFANY JOZWIAK AS MEMBER OF LINCOLN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 35-2015).

[A2024-0007301]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Tiffany Jozwiak as a member of Special Service Area Number 35-2015, Lincoln Avenue Commission (A2024-0007301), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Tiffany Jozwiak as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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REAPPOINTMENT OF HENRIK L. CHRISTENSEN AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2024-0007304]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 13, 2024, recommends *Approval* of the reappointment of Henrik L. Christensen as a member of Special Service Area Number 60, Albany Park Commission (A2024-0007304), introduced on January 24, 2024 by the Honorable Brandon Johnson, Mayor.

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 committee's recommendation was *Concurred In* and the said proposed reappointment of Henrik L. Christensen as a member of the Albany Park Commission (Special Service Area Number 60) 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

**COMMITTEE ON HOUSING AND REAL ESTATE.**

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**APPOINTMENT OF LISSETTE CASTAÑEDA AS COMMISSIONER OF DEPARTMENT OF HOUSING.**

[A2024-0007307]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024.

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred a communication from the Office of the Mayor for the appointment of Lissette Castañeda as Commissioner of the Department of Housing (A2024-0007307), 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 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 appointment transmitted with the foregoing committee report 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

ACCEPTANCE OF BID PURCHASE OF CITY-OWNED PROPERTY AT 6949 S. DR. MARTIN LUTHER KING, JR. DR. TO AMANDA CREW UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2024-0007328]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6949 South Dr. Martin Luther King, Jr. Drive to Amanda Crew under Adjacent Neighbors Land Acquisition Program (6<sup>th</sup> Ward) (O2024-0007328), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 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, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City of Chicago ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for

more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a City-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser identified on Exhibit A hereto; and

WHEREAS, The ANLAP Parcel is located in the 67<sup>th</sup>/Wentworth Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on May 14, 2011 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 116699 through 116873, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on March 7, 2023; and

WHEREAS, Purchaser's proposal was the highest (or only) ANLAP bid received by DPD, and no other proposals were received by the deadline indicated in the aforesaid newspaper notice; and

WHEREAS, By Resolution Number 23-041-21 adopted on October 19, 2023, the Chicago Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$3,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

Purchaser:

Amanda Crew.

Purchaser's Address:

6951 South Dr. Martin Luther King, Jr. Drive  
Chicago, Illinois 60637.

Appraised Value ("As Is"):

\$12,500.00.

Bid Amount:

\$3,000.00.

Legal Description (subject to title commitment and survey):

Lot 20 in Block 10 in Johnston and Clement's Subdivision of the west quarter of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6949 South Dr. Martin Luther King, Jr. Drive  
Chicago, Illinois 60637.

Property Index Number:

20-22-414-017-0000.

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**SALE OF VACANT CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS  
THROUGH CHIBLOCKBUILDER PROGRAM.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024.

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

Your Committee on Housing and Real Estate, for which a meeting was held on

February 16, 2024 and to which were referred ordinances from the Department of Planning and Development for the sale of vacant City-owned properties at various locations through the ChiBlockBuilder land sale platform, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances 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 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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):

*531 N. Laramie Ave.*

[O2024-0007433]

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, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and are costly to clean up and maintain, and because title to such properties is vested in the City, the properties are exempt from real estate taxes; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and on-line application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties on-line, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish), and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27 and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, The Department accepted applications in five categories: affordable housing, market rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category and supersedes the application of Chapter 2-159 of the Municipal Code of Chicago to the sale of City lots authorized hereunder; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five (5) years after the closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolution adopted on October 19, 2023, the Chicago Plan Commission recommended the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which comprises the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the

following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that planting may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall not construct any permanent improvements on the City Lot, excluding additions to Buyer's primary residence or a garage appurtenant thereto; (c) shall maintain the City Lot in accordance with the Municipal Code of Chicago; and (d) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revert title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such reversion of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. **Affordable Housing And Municipal Code Requirements.** Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity 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 approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*ChiBlockBuilder -- Side Yard Legal Descriptions.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

Buyers:

Roman Castrejon and Jasmine Castrejon.

Buyers' Address:

529 North Laramie Avenue  
Chicago, Illinois 60644.

Value ("As Is"):

\$9,442.69.

Purchase Price:

\$944.00.

**Legal Description:**

Lot 34 in Block 2 in Waller's Subdivision of the west half of the west half of the northwest quarter (except the north 22 acres thereof) of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

531 North Laramie Avenue  
Chicago, Illinois 60644.

**Property Index Number:**

16-09-216-012-0000.

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*4259 W. Monroe St.*

[O2024-0007362]

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, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and are costly to clean up and maintain, and because title to such properties is vested in the City, the properties are exempt from real estate taxes; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created [chiblockbuilder.com](http://chiblockbuilder.com) ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and on-line application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties on-line, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish), and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27 and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, The Department accepted applications in five categories: affordable housing, market rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category, and supersedes the application of Chapter 2-159 of the Municipal Code of Chicago to the sale of City lots authorized hereunder; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five (5) years after the closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolution adopted on October 19, 2023, the Chicago Plan Commission recommended the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which comprises the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve With Landscaped Open Space; Restriction On Conveyance. Buyer (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that planting may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall not construct any permanent improvements on the City Lot, excluding additions to

Buyer's primary residence or a garage appurtenant thereto; (c) shall maintain the City Lot in accordance with the Municipal Code of Chicago; and (d) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity 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 approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*ChiBlockBuilder -- Side Yard Legal Descriptions.*

(Legal Description Is Subject To Final Title Commitment And Survey)

Buyers:

Larry and Venetia Neuman.

Buyers' Address:

4259 West Monroe Street  
Chicago, Illinois 60624.

Value ("As Is"):

\$9,431.47.

Purchase Price:

\$943.00.

Legal Description:

Lot 12 in Block 2 in Place and Whitesides' Subdivision of the west half of the east half of the northwest quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

4259 West Monroe Street  
Chicago, Illinois 60624.

## Property Index Number:

16-15-205-001-0000.

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*1242 S. Harding Ave., 4047 W. Fifth Ave., 4157 W. Fifth Ave. And 1516 S. Tripp Ave.*  
[O2024-0007369]

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, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and are costly to clean up and maintain, and because title to such properties is vested in the City, the properties are exempt from real estate taxes; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created [chiblockbuilder.com](http://chiblockbuilder.com) ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and on-line application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties on-line, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish), and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27 and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, The Department accepted applications in five categories: affordable housing, market rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five (5) years after the closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolution adopted on October 19, 2023, the Chicago Plan Commission recommended the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which comprises the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve With Landscaped Open Space; Restriction On Conveyance. Buyer (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that planting may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall not construct any permanent improvements on the City Lot, excluding additions to Buyer's primary residence or a garage appurtenant thereto; (c) shall maintain the City Lot in accordance with the Municipal Code of Chicago; and (d) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or

environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity 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 approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*ChiBlockBuilder -- Side Yard Legal Descriptions.*

(Legal Descriptions Are Subject To Final Title Commitment And Survey)

Buyer:

Aileen Berg.

Buyer's Address:

1244 South Harding Avenue  
Chicago, Illinois 60623.

Value ("As Is"):

\$11,014.74.

Purchase Price:

\$1,102.00.

Legal Description:

Lot 23 in Block 1 in Frank Wells and Company Boulevard Subdivision of the northwest quarter of the northwest half of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1242 South Harding Avenue  
Chicago, Illinois 60623.

Property Index Number:

16-23-100-034-0000.

Buyer:

Pamela Walker.

Buyer's Address:

4045 West Fifth Avenue  
Chicago, Illinois 60624.

Value ("As Is"):

\$8,253.06.

Purchase Price:

\$825.00.

Legal Description:

Lot 20 in Yates Subdivision of one acre in the east half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4047 West Fifth Avenue  
Chicago, Illinois 60624.

Property Index Number:

16-15-412-005-0000.

Buyer:

Valerie Davis.

Buyer's Address:

4155 West Fifth Avenue  
Chicago, Illinois 60624.

Value ("As Is"):

\$11,757.30.

Purchase Price:

\$1,176.00.

Legal Description:

Lot 9 in Block 4 in Munson's Addition to Chicago in the east half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4157 West Fifth Avenue  
Chicago, Illinois 60624.

Property Index Number:

16-15-410-002-0000.

Buyer:

Darnell Tubbs, Sr.

Buyer's Address:

1518 South Tripp Avenue  
Chicago, Illinois 60617.

Value ("As Is"):

\$16,933.85.

Purchase Price:

\$1,693.00.

**Legal Description:**

Lot 7 in Block 1 in Citizen's Land Association Subdivision of Blocks 7 and 8 in subdivision by L.C. Paine Freer (as receiver) of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

1516 South Tripp Avenue  
Chicago, Illinois 60617.

**Property Index Number:**

16-22-225-023-0000.

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*1269 W. 73<sup>rd</sup> St., 1512 W. 71<sup>st</sup> St., 6812 S. Ada St., 6819 S. Wolcott Ave., 6837 S. Throop St., 7015 S. Elizabeth St., 7112 S. Morgan St., 7320 S. Damen Ave., 7411 S. Peoria St. And 7645 S. Bishop St.*

[O2024-0007371]

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, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and are costly to clean up and maintain, and because title to such properties is vested in the City, the properties are exempt from real estate taxes; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and on-line application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties on-line, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish), and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27 and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, The Department accepted applications in five categories: affordable housing, market rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the side yards category, and supersedes the application of Chapter 2-159 of the Municipal Code of Chicago to the sale of City lots authorized hereunder; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five (5) years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolution adopted on October 19, 2023 the Chicago Plan Commission recommended the disposition of the City Lots to the Buyers identified on Exhibit A; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which comprises the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve With Landscaped Open Space; Restriction On Conveyance.** Buyer (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that planting may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall not construct any permanent improvements on the City Lot, excluding additions to Buyer's primary residence or a garage appurtenant thereto; (c) shall maintain the

City Lot in accordance with the Municipal Code of Chicago; and (d) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils," EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
  
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
  
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("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 such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity 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 approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*ChiBlockBuilder -- Side Yard Legal Descriptions.*

(Legal Descriptions Are Subject To Final Title Commitment And Survey)

Buyer:

Delores Barnett.

Buyer's Address:

1271 West 73<sup>rd</sup> Street  
Chicago, Illinois 60636.

Value ("As Is"):

\$10,894.88.

Purchase Price:

\$1,090.00

Legal Description:

Lot 41 in Block 5 in Weddell and Cox's Hillside Subdivision in the northwest quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1269 West 73<sup>rd</sup> Street  
Chicago, Illinois 60636.

Property Index Number:

20-29-124-006-0000.

Buyer:

Marquis Spencer.

Buyer's Address:

1514 West 71<sup>st</sup> Street  
Chicago, Illinois 60636.

Value ("As Is"):

\$9,367.86.

Purchase Price:

\$937.00.

Legal Description:

Lot 23 in Block 6 in Marston and Augur's Subdivision of the southwest quarter of the southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1512 West 71<sup>st</sup> Street  
Chicago, Illinois 60636.

Property Index Number:

20-20-325-039-0000.

## Buyers:

Jose Guadalupe Perez Flores and Elsa Yolanda Guachichullca Guaman.

## Buyers' Address:

6810 South Ada Street  
Chicago, Illinois 60636.

## Value ("As Is"):

\$9,325.11.

## Purchase Price:

\$933.00.

## Legal Description:

Lot 334 in Weddell and Cox's Addition to Englewood, a subdivision of the east half of the southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

6812 South Ada Street  
Chicago, Illinois 60636.

## Property Index Number:

20-20-312-024-0000.

## Buyers:

Stephanie Orozco and Gustavo Hernandez.

## Buyers' Address:

6817 South Wolcott Avenue  
Chicago, Illinois 60636.

Value ("As Is"):

\$6,227.75.

Purchase Price:

\$623.00.

Legal Description:

Lot 85 in Englewood on the Hill Second Addition, a subdivision of the southeast quarter of the northwest quarter of the southeast quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6819 South Wolcott Avenue  
Chicago, Illinois 60636.

Property Index Number:

20-19-410-008-0000.

Buyer:

Contina Smith.

Buyer's Address:

6839 South Throop Street  
Chicago, Illinois 60636.

Value ("As Is"):

\$12,591.12.

Purchase Price:

\$1,259.00.

**Legal Description:**

The north 16 $\frac{2}{3}$  feet of Lot 265 and the south 16 $\frac{2}{3}$  feet of Lot 266 in Weddell and Cox's Addition to Englewood, said Addition being a subdivision of the east half of the southwest quarter of Section 20, Township 28 North, Range 14, the Third Principal Meridian, in Cook County, Illinois.

**Address:**

6837 South Throop Street  
Chicago, Illinois 60636.

**Property Index Number:**

20-20-314-014-0000.

**Buyers:**

Lewis Williams and Searcy Williams.

**Buyers' Address:**

7017 South Elizabeth Street  
Chicago, Illinois 60636.

**Value ("As Is"):**

\$9,322.98.

**Purchase Price:**

\$932.00.

**Legal Description:**

Lot 599 in Weddell and Cox Addition to Englewood, a subdivision of half of the southwest quarter of Section 20, Township 38 North, Range 14, the Third Principal Meridian, in Cook County, Illinois.

Address:

7015 South Elizabeth Street  
Chicago, Illinois 60636.

Property Index Number:

20-20-331-006-0000.

Buyer:

Alejandro Alvarado.

Buyer's Address:

7110 South Morgan Street  
Chicago, Illinois 60621.

Value ("As Is"):

\$9,387.24.

Purchase Price:

\$939.00.

Legal Description:

Lot 6 in Block 1 in McKey's Addition to Englewood, being a subdivision of the east half of the northwest quarter of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7112 South Morgan Street  
Chicago, Illinois 60621.

Property Index Number:

20-29-203-023-0000.

## Buyer:

Rogelio Bautista Martinez.

## Buyer's Address:

7318 South Damen Avenue  
Chicago, Illinois 60636.

## Value ("As Is"):

\$10,902.43.

## Purchase Price:

\$1,090.00.

## Legal Description:

Lot 9 in Block 9 in Herrod's Subdivision of 50 acres in the east half of the northwest quarter of Section 30, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

7320 South Damen Avenue  
Chicago, Illinois 60636.

## Property Index Number:

20-30-122-032-0000.

## Buyer:

David Howell.

## Buyer's Address:

7409 South Peoria Street  
Chicago, Illinois 60621.

Value ("As Is"):

\$9,349.71.

Purchase Price:

\$935.00.

Legal Description:

Lot 341 in Downing & Phillip's Normal Park Addition, being a subdivision of the east half of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the south 149 feet thereof) East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7411 South Peoria Street  
Chicago, Illinois 60621.

Property Index Number:

20-29-229-005-0000.

Buyers:

Felix Garcia Aguilar and Ana Palacios Jimenez.

Buyers' Address:

7649 South Bishop Street  
Chicago, Illinois 60620.

Value ("As Is"):

\$13,121.10.

Purchase Price:

\$1,312.00.

Legal Description:

Lot 341 in Downing & Phillip's Normal Park Addition, being a subdivision of the east half of the northeast quarter of Section 29, Township 38 North, Range 14, East of the Third Principal (except the south 149 feet thereof), East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7645 South Bishop Street  
Chicago, Illinois 60620.

Property Index Number:

20-29-306-016-0000.

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SALE OF CITY-OWNED LOTS ON PORTIONS OF W. FLOURNOY ST. AND W. LEXINGTON ST. TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH HOMAN HOUSING LLC FOR EAST GARFIELD PARK AFFORDABLE HOMES UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.

[O2024-0007430]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred an ordinance from the Department of Housing for the sale of City-owned lots at 3517, 3431, 3433 and 3303 West Flourney Street, and 3553 West Lexington Street to and execution of redevelopment agreement with

Homan Housing LLC for East Garfield Park affordable homes project under City Lots for Working Families program (24<sup>th</sup> Ward) (O2024-0007430), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 pursuant to Article VII, Section 6(a) 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 has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development ("DPD") created [chiblockbuilder.com](http://chiblockbuilder.com) ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and on-line application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties on-line, and apply to purchase lots for targeted purposes; and

WHEREAS, DPD retained the services of CBRE to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, DPD advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022, and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, DPD hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish), and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27, and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, DPD accepted applications in five categories: affordable housing, market-rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the affordable housing category under the City Lots for Working Families Program; and

WHEREAS, Specific evaluation criteria for affordable housing pursuant to the City Lots for Working Families Program included: the submission must meet the intent of the CL4WF Program; the submission must meet the zoning requirements of the Program; a minimum of eight permanent index numbers must be selected OR enough permanent index numbers to build a minimum of eight (8) homes; selected permanent index numbers must be closely clustered; evidence of a developer's financial capacity and ability to obtain project financing; completeness, quality, and experience of development team; and, proven depth and quality of experience in successfully developing residential buildings in the community where the selected development is located, or in a community with similar market characteristics; and

WHEREAS, The City, in recognition of the shortage of decent housing affordable to working families within the City, encourages the use of vacant land for the development of new owner-occupied homes; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of vacant land that are suitable for the construction of new owner-occupied housing affordable to working families; and

WHEREAS, Pursuant to an ordinance (the "Program Ordinance") adopted by the City Council of the City (the "City Council") on November 8, 2017, and published at pages 59287 through 59295 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, the City established a program for the sale of City-owned vacant land to developers for the construction of affordable single-family homes and two-flats (the "City Lots for Working Families Program"); and

WHEREAS, Pursuant to the City Lots for Working Families Program, the Department of Housing ("DOH"), as successor to DPD for the administration and implementation of this program, is authorized to evaluate proposals for the construction of eight (8) to twenty (20) new construction single-family homes and/or two-flats (each such single-family home or two-flat, a "Home") on City-owned vacant land; and

WHEREAS, The Program Ordinance authorizes DOH to (a) sell City-owned vacant zoning lots (each such vacant zoning lot, a "City Lot") with an appraised value of \$175,000.00 or less for \$1.00 per City Lot for projects approved under the City Lots for Working Families Program ("CL4WF Projects"); (b) exempt CL4WF Projects from MBE/WBE Requirements and City Residency Hiring Requirements (as those terms are defined in the Program Ordinance) if all City Lots within the CL4WF Project have an appraised value of \$125,000.00 or less, and (c) waive certain City fees for CL4WF Projects; and

WHEREAS, Pursuant to the City Lots for Working Families Program, up to twenty-five percent (25%) of the Homes in a CL4WF Project may be sold at market-rate prices (the "Market Rate Homes") and the rest must be sold at an Affordable Price (as defined in the Program Ordinance); and

WHEREAS, The City owns the five (5) City lots (each, a "City Lot") identified on Exhibit A attached hereto (collectively, the "Property"), which City Lots were included on ChiBlockBuilder; and

WHEREAS, The names of all applicants for each of the five (5) City Lots and a summary of the City's proposal selections are set forth on Exhibit B attached hereto; and

WHEREAS, IFF, an Illinois not-for-profit corporation, has submitted a proposal to DOH, which proposal identified Homan Housing LLC, an Illinois limited liability company, as the development entity ("Developer"), submitted a proposal to purchase nine (9) City Lots under the City Lots for Working Families Program; and

WHEREAS, Of those nine (9) City Lots, four (4) remain under review by the City for participation in the City Lots for Working Families Program; and

WHEREAS, DOH has approved IFF's proposal to purchase the remaining five (5) City Lots identified in IFF's proposal (i.e., the Property) under the City Lots for Working Families Program for Five and no/100 Dollars (\$5.00), for the construction of five (5) Affordable Price Homes on the Property (the "East Garfield Park Project"); and

WHEREAS, All the Affordable Price Homes that the Developer will construct on the Property will be single-family homes; and

WHEREAS, DOH wishes to modify the City Lots for Working Families Program for the East Garfield Park Project to allow the Developer to construct five (5) Homes on the Property, by adding the language underscored and by deleting the language struck-through, as follows:

"DOH shall approve the aggregate number of Homes to be constructed as part of each development proposal. All Development proposals shall include no less than five (5) but no more than twenty (20) Homes. Within a development proposal, DOH is hereby authorized to provide that up to twenty-five percent (25%) of the Homes may be sold as Market Rate Homes."

WHEREAS, The Appraised Value of the Property as of October 4, 2023, is approximately Sixty-eight Thousand One Hundred Forty-eight and no/100 Dollars (\$68,148), with no City Lot appraising at \$125,000.00 or more, as more specifically set forth on Exhibit A attached hereto; and

WHEREAS, The Developer has agreed to undertake the East Garfield Park Project in accordance with the Program Ordinance (except as modified herein), and pursuant to the conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit C (the "Redevelopment Agreement"), which Redevelopment Agreement shall, among other things, reduce or waive certain fees as set forth on Exhibit D attached hereto, waive MBE/WBE Requirements (as defined in the Program Ordinance) and waive City Residency Hiring Requirements (as defined in the Program Ordinance); and

WHEREAS, Consistent with the City Lots for Working Families Program, the East Garfield Park Project qualifies as "Affordable Housing" for purposes of Chapter 16-18 (the Open Space Impact Fee Ordinance) of the Municipal Code of Chicago (the "Municipal Code") and Section 2-44-085 of the Municipal Code shall not apply to the East Garfield Park Project; and

WHEREAS, Pursuant to ordinances adopted by the City Council on May 17, 2000 and published at pages 30775 through 30953, in the *Journal* for such date, a certain redevelopment plan and project (as subsequently amended, the "Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("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"); the Area was designated as a redevelopment project area pursuant to the TIF Act; and tax increment 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 Property is located in the Area; and

WHEREAS, By Resolution Number 26-036-21, adopted on October 19, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 23-CDC-43 adopted on November 14, 2023, the Community Development Commission ("Commission") authorized DOH to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved DOH's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals are received; and

WHEREAS, Public notices advertising DOH's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on November 22 and 29, and December 6, 2023; and

WHEREAS, DOH did not receive any alternative proposals in response to the aforementioned public notices published in the *Chicago Tribune*; now, therefore,

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

SECTION 1. The foregoing recitals are expressly adopted as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Developer is hereby designated a developer and the East Garfield Park Project is hereby designated a project pursuant to the City Lots for Working Families Program.

SECTION 3. The modifications to the City Lots for Working Families Program as set forth in the recitals are hereby approved for the East Garfield Park Project.

SECTION 4. The sale of the Property to the Developer for \$5.00 (or \$1.00 per buildable City Lot) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The commissioner of DOH (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 the Redevelopment Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement and such other supporting documents. Such documents may contain terms and provisions that the Commissioner, or a designee of the Commissioner, deems appropriate, including indemnification, releases, affidavits and other documents as may be necessary

to remove exceptions from title or that are otherwise reasonably necessary or appropriate to consummate the transactions contemplated hereby. If the Developer fails to execute the Redevelopment Agreement by June 30, 2023, then this ordinance shall be rendered null and void and of no further effect, unless waived or extended in writing by the Commissioner in the Commissioner's sole discretion.

SECTION 5. The Mayor or the Mayor's proxy is each hereby authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, a quitclaim deed or deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 6. The reduction and waiver of those certain fees described on Exhibit D attached hereto is hereby authorized.

SECTION 7. The East Garfield Park Project is hereby designated as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code, and Section 2-44-085 of the Municipal Code shall not apply to the East Garfield Park Project.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*  
(To Ordinance)

*Identification And Appraised Value Of Property.*

(Subject To Final Title And Survey.)

Parcel 1.

Lot 7 in Block 10 in Shoenberger's Subdivision of west three-quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3517 West Flourney Street  
Chicago, Illinois.

Square Feet:

3,101.

Appraised Value:

\$12,404.

Property Index Number:

16-14-404-021-0000.

Parcel 2.

Lot 1 in subdivision of Lots 11 to 15 in Block 7 in George K. Shoenberger's Subdivision of the west three-quarters of the north 40 rods, southeast quarter of Section 14, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3431 West Flourney Street  
Chicago, Illinois.

Square Feet:

3,864.

Appraised Value:

\$15,456.

Property Index Number:

16-14-405-009-0000.

## Parcel 3.

Sublot 2 in Brisch's Subdivision of Lots 11, 12, 13, 14 and 15 in Block 7 in George K. Shoenberger's Subdivision of the west three-quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Commonly Known As:

3433 West Flornoy Street  
Chicago, Illinois.

## Square Feet:

3,868.

## Appraised Value:

\$15,472.

## Property Index Number:

16-14-405-010-0000.

## Parcel 4.

Lot 2 in Block 6 in George K. Shoenberger's Subdivision of the west three-quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Commonly Known As:

3303 West Flornoy Street  
Chicago, Illinois.

## Square Feet:

3,068.

Appraised Value:

\$12,272.

Property Index Number:

16-14-406-023-0000.

Parcel 5.

Lot 22 in Block 16 in E.A. Cummings & Co.'s Central Park Avenue Addition, being a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the north 40 rods thereof and north of the north line of right-of-way of Chicago and Great Western Railroad, in Cook County, Illinois.

Commonly Known As:

3553 West Lexington Street  
Chicago, Illinois.

Square Feet:

3,136.

Appraised Value:

\$12,544.

Property Index Number:

16-14-408-002-0000.

*Exhibit "B".  
(To Ordinance)*

*Applicants And Selection Summary.*

**Parcel 1  
3517 W FLOURNOY ST Applications Submitted**

<b>Application No.</b>	<b>Applicant</b>	<b>Applicant Type</b>	<b>Selection Response</b>
<b>322</b>	IFF Development entity: Homan Housing, LLC	Non-Profit Organization	Application Accepted
<b>336</b>	Lisa Shelton	Sole Proprietor/Individual	An 'Additional Information Form' was requested to complete the assessment of the application. A response was not received by the specified deadline, which disqualified the application from further evaluation.
<b>812 917 921 929 935 936 938 941 943 945</b>	Starr Spencer	For-Profit Organization	We found multiple applications with duplicate PINs submitted. To streamline the process, these duplicate applications were consolidated into a single application for review.
<b>895</b>	Forever Young Development  (Keion Young)	For-Profit Organization	Your proposed development is runner-up to the selected applicant. While the proposed development aligns with the criteria for the sale of affordable housing through the City Lots for Working Families Program, the selected project better aligns with the existing community plans.

**Parcel 2  
3431 W FLOURNOY ST Applications Submitted**

<b>Application No.</b>	<b>Applicant</b>	<b>Applicant Type</b>	<b>Selection Response</b>
<b>322</b>	IFF Development entity: Homan Housing, LLC	Non-Profit Organization	Application Accepted
<b>812 917 921 929 935 936 938 941 943 945</b>	Starr Spencer	For-Profit Organization*  *according to Applicant's application	We found multiple applications with duplicate PINs submitted. To streamline the process, these duplicate applications were consolidated into a single application for review.  The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.
<b>842</b>	Agem Construction LLC  (Sheyla Padilla)	For-Profit Organization	It has been determined that your proposed development would be better suited for a Market Sale. Therefore, your application has been referred to the Department of Planning and Development (DPD) for further evaluation and consideration for their respective programs.
<b>895</b>	Forever Young Development  (Keion Young)	For-Profit Organization	Your proposed development is runner-up to the selected applicant. While the proposed development aligns with the criteria for the sale of affordable housing through the City Lots for Working Families Program, the selected project better aligns with the existing community plans.
<b>1446</b>	Lanesha Mohip	Sole Proprietor/ Individual	An 'Additional Information Form' was requested to complete the assessment of the application. A response was not received by the specified deadline, which disqualified the application from further evaluation.
<b>1790</b>	Samuel Woods	Sole Proprietor/Individual	The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.

**Parcel 3  
3433 W FLOURNOY ST Applications Submitted**

<b>Application No.</b>	<b>Applicant</b>	<b>Applicant Type</b>	<b>Selection Response</b>
<b>322</b>	IFF Development entity: Homan Housing, LLC	Non-Profit Organization	Application Accepted
<b>842</b>	Agem Construction LLC  (Sheyla Padilla)	For-Profit Organization	It has been determined that your proposed development would be better suited for a Market Sale. Therefore, your application has been referred to the Department of Planning and Development (DPD) for further evaluation and consideration for their respective programs.  The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.
<b>895</b>	Forever Young Development  (Keion Young)	For-Profit Organization	Your proposed development is runner-up to the selected applicant. While the proposed development aligns with the criteria for the sale of affordable housing through the City Lots for Working Families Program, the selected project better aligns with the existing community plans.
<b>1790</b>	Samuel Woods	Sole Proprietor/Individual	The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.

**Parcel 4  
3303 W FLOURNOY ST Applications Submitted**

<b>Application No.</b>	<b>Applicant</b>	<b>Applicant Type</b>	<b>Selection Response</b>
<b>322</b>	IFF Development entity: Homan Housing, LLC	Non-Profit Organization	Application Accepted
<b>336</b>	Lisa Shelton	Sole Proprietor/Individual	An 'Additional Information Form' was requested to complete the assessment of the application. A response was not received by the specified deadline, which disqualified the application from further evaluation.
<b>812 917 921 929 935 936 938 941 943 945</b>	Starr Spencer	For-Profit Organization*  *according to Applicant's application	We found multiple applications with duplicate PINs submitted. To streamline the process, these duplicate applications were consolidated into a single application for review.  The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.
<b>895</b>	Forever Young Development  (Keion Young)	For-Profit Organization	Your proposed development is runner-up to the selected applicant. While the proposed development aligns with the criteria for the sale of affordable housing through the City Lots for Working Families Program, the selected project better aligns with the existing community plans.

**Parcel 5  
3553 W LEXINGTON ST Applications Submitted**

<b>Application No.</b>	<b>Applicant</b>	<b>Applicant Type</b>	<b>Selection Response</b>
<b>322</b>	IFF Development entity: Homan Housing, LLC	Non-Profit Organization	Application Accepted
<b>336</b>	Lisa Shelton	Sole Proprietor/Individual	An 'Additional Information Form' was requested to complete the assessment of the application. A response was not received by the specified deadline, which disqualified the application from further evaluation.
<b>812 917 921 929 935 936 938 941 943 945</b>	Starr Spencer	For-Profit Organization*  *according to Applicant's application	We found multiple applications with duplicate PINs submitted. To streamline the process, these duplicate applications were consolidated into a single application for review.  The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives.
<b>895</b>	Forever Young Development  (Keion Young)	For-Profit Organization	Your proposed development is runner-up to the selected applicant. While the proposed development aligns with the criteria for the sale of affordable housing through the City Lots for Working Families Program, the selected project better aligns with the existing community plans.
<b>1790</b>	Samuel Woods	Sole Proprietor/Individual	The nature of your proposed development does not align with the criteria for the sale of affordable housing through the City Lots for Working Families Program as specified by our program guidelines and objectives. (Lot Selection scattered)

*Exhibit "C".*  
(To Ordinance)

*Agreement For The Sale And Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("**Agreement**") is made on or as of \_\_\_\_\_, 2024, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Housing ("**DOH**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **HOMAN HOUSING LLC**, an Illinois limited liability company (the "**Developer**").

**RECITALS**

**WHEREAS**, the City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of five (5) vacant lots (each, a "City Lot"); and

**WHEREAS**, pursuant to an ordinance (the "Program Ordinance") adopted by the City Council on November 8, 2017, and published at pages 59287 through 59295 in the Journal of the Proceedings of the City Council ("Journal") for such date, the City established a program for the sale of City-owned vacant land to developers for the construction of affordable single-family homes and two-flats (the "City Lots for Working Families Program"); and

**WHEREAS**, the Developer wishes to purchase the Property from the City for the construction of five (5) Affordable Price Homes pursuant to the City Lots for Working Families Program (the "Project"); and

**WHEREAS**, the Appraised Value of the Property as of October 4, 2023, is approximately Sixty-Eight Thousand One Hundred Forty-Eight and No/100 Dollars (\$68,148), with no City Lot appraising at \$125,000.00 or more, as more specifically set forth on Exhibit A attached hereto; and

**WHEREAS**, the City has agreed to sell the Property to the Developer for \$1.00 per City Lot in consideration of the Developer's obligations to construct the Project in accordance with the City Lots for Working Families Program and the terms and conditions of this Agreement; and

**WHEREAS**, as security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed for each City Lot in a form acceptable to the City (each, a "Reconveyance Deed") at the City's request; and

**WHEREAS**, pursuant to ordinances adopted by the City Council on May 17, 2000 and published at pages 30775 through 30953, in the Journal for such date, a certain redevelopment plan and project (as subsequently amended, "Redevelopment Plan") for the Midwest Tax Increment Financing Redevelopment Project Area ("Redevelopment 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"); the Area was designated as a redevelopment project area pursuant to the TIF Act; and tax increment 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 Property is located in the Redevelopment Area; and

**WHEREAS**, the City Council, pursuant to an ordinance (the "Project Ordinance") adopted on \_\_\_\_\_, 2024, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of such date, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

**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 agree as follows:

#### **SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

#### **SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"Additional Land Value Lien Amount" is defined in Section 3.

"Affiliate(s)" 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 person 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.

"Affordable Price" means an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-seven percent (97%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Home would total not more than thirty-three percent (33%) of household income with a family size equal

to the product of 1.5 multiplied by the number of bedrooms in the Home whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the 10-year average of interest rates, as calculated by the City based on data provided annually by the Federal National Mortgage Association or any successor organization thereto.

"Agent" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or its contractors or Affiliates.

"Agreement" is defined in the preamble.

"AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"Appraised Value" means the value of a City Lot as determined by an independent appraisal ordered by the City no earlier than one (1) year prior to the date of introduction to City Council of the Project Ordinance.

"Budget" is defined in Section 9.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"City" is defined in the preamble.

"City Council" is defined in the recitals.

"City Junior Mortgage" is defined in Section 15.4.

"City Lots" is defined in the recitals.

"City Lots for Working Families Program" is defined in the recitals.

"Closing" means the closing on the conveyance of one or more City Lots in accordance with this Agreement.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DOH or any successor City department, and any authorized designee.

"Construction and Compliance" means DOH's Construction and Compliance Division or any successor division thereto.

"Corporation Counsel" means the City's Department of Law.

"Deed" is defined in Section 6.1.

"Developer" is defined in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer Affiliates.

"DDFM" is defined in Section 22.

"DOH" is defined in the preamble.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Developer.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Law(s)" means any all Laws pertaining to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"Event of Default" is defined in Section 19.2.

"Final NFR Letter" means a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property, or any portion thereof, for the construction, development and operation of the Project in accordance with the site plan

approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the Property, or the applicable portion thereof, meets TACO Tier 1 residential criteria, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"General Contractor" means the general contractor selected by the Developer for the Project.

"Hazardous Substance(s)" is defined in 415 ILCS 5/3.215, as amended from time to time.

"Home" is defined in the recitals.

"IEPA" means the Illinois Environmental Protection Agency.

"Land Value Lien" is defined in Section 3.

"Land Value Lien Amount" is defined in Section 3.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"Market Rate Home" means a Home that does not have to be sold at an Affordable Price to a Qualified Household (i.e., a Home that is sold for "market rate").

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"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.

"Party(ies)" means the City, the Developer, or both, as applicable.

"Phase I ESA" is defined in Section 22.

"Phase II ESA" is defined in Section 22.

"Principal Residence" means an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Project" is defined in the recitals.

"Project Ordinance" is defined in the recitals.

"Proof of Financing" means proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing, in amounts adequate to complete the Project and satisfy its obligations under this Agreement. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

"Qualified Household" means a person or group of people whose household income does not exceed one hundred forty percent (140%) of AMI as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"RACR" means the remedial action completion report required by the IEPA in order to receive a Final NFR Letter.

"RAP" means the remedial action plan required by the IEPA in order to receive a Final NFR Letter.

"RAP Approval Letter" is defined in Section 22.

"Released Claims" is defined in Section 22.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, containing a site plan and preliminary drawings and specifications, as such site plan and preliminary drawings and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 22.

"TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, or any portion thereof, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section [ ] below) as encumbrances against the Property, or the applicable portion thereof.

"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.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of \$1.00 per City Lot ("Purchase Price"). For purposes of this Agreement, the Appraised Value for each City Lot is listed on Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the Appraised Value of such City Lot, as set forth on Exhibit A (the "Land Value Lien"). The Appraised Value of each City Lot, up to the first \$50,000 in value, is the "Land Value Lien Amount." The excess amount by which the Appraised Value of a City Lot exceeds \$50,000 (if any) is the "Additional Land Value Lien Amount." Except with respect to the Market Rate Homes, when the Developer conveys a City Lot to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall be secured by the City Junior Mortgage (as defined below).

**SECTION 4. CLOSING.**

The Closing shall take place at the downtown offices of the Title Company within fifteen (15) Business Days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DOH, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing Date occur any later than December 5, 2024 (the "Outside Closing Date"), unless the Commissioner of DOH, in the Commissioner's sole discretion, extends such Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

**SECTION 5. NOTIFICATION TO ASSESSOR OF CHANGE IN USE AND OWNERSHIP.**

Prior to the Closing Date for any City Lot, the Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the applicable City Lot. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, the Developer shall forward a copy of the return receipt to DOH, with a copy to the City's Corporation Counsel's office.

**SECTION 6. CONVEYANCE OF TITLE.**

6.1 Form of City Deed. The City shall convey the City Lots to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;

- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 **Recording.** At the Closing, the Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Lot to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 **Reconveyance Deed.** On the Closing Date, at the City's request, the Developer shall execute and deliver a Reconveyance deed to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance deed and revert title to the applicable City Lot and all improvements thereon in the City in accordance with Section 19 hereof.

#### **SECTION 7. TITLE AND SURVEY.**

7.1 **Title Commitment and Insurance.** Not less than fifteen (15) Business Days before any Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the applicable City Lot, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements. The Developer shall also pay all escrow fees and other closing costs.

7.2 **Correction of Title.** The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the applicable City Lot or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing the same, the City Lot remains subject to any tax liens, or if the City Lot is encumbered with any other exceptions that would adversely affect the use and insurability of the City Lot for the development of the Project, the Developer shall have the option to terminate this Agreement. If the Developer does not elect to terminate this Agreement as aforesaid, then the Developer shall be deemed to have accepted title subject to all exceptions.

#### **SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the first Home within two (2) months after passage and approval of the Project Ordinance, unless DOH, in its sole discretion, extends such

application date, and shall pursue such Governmental Approvals in good faith and with all due diligence

**SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.**

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of \$ \$2,128,355. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fifteen (15) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

**SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey any City Lot to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DOH in its sole discretion) at least fifteen (15) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DOH, and DOH has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DOH, and DOH has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Developer shall simultaneously close all Lender Financing approved pursuant to Section 9.

10.3 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct the Home on the City Lot and has submitted evidence thereof to DOH.

10.4 Title. On the Closing Date for any City Lot, the Developer shall furnish the City with a copy of the pro forma Title Policy for the City Lot, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, which may include, without limitation, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.

10.5 Survey. The Developer has submitted to the City, and the City has approved, a final plat of survey for the City Lot certified by a licensed surveyor showing all easements, encroachments and containing the legal description of the City Lot.

10.6 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the City Lot. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Partial Certificate of Completion for the City Lot.

10.7 Due Diligence (First Closing Only). The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.8 Organization and Authority Documents (First Closing Only). The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement, as certified by the secretary of the corporation; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.9 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.10 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Lot to the City for possible recording in accordance with Section 19 below, if applicable.

10.11 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.12 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 10 have not been satisfied to DOH's reasonable satisfaction within the time periods provided for herein, or waived by DOH, DOH may, at its option, upon thirty (30) days' prior written notice to the Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DOH in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

#### **SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Scope Drawings. The Developer has delivered the Scope Drawings for the Project to DOH and DOH has approved the same. Any material changes to the Scope Drawings for the Project shall be submitted to DOH for approval. The Scope Drawings and final plans and specifications for the Project shall at all times conform to the Redevelopment Plan and all applicable Laws. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. The Developer shall construct the Project in accordance with the approved Scope Drawings and final plans and specifications.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and 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.

11.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.4 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the final Partial Certificate of Completion, any authorized representative of the City shall have access to the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Scope Drawings, the Budget, and all applicable Laws and covenants and restrictions of record.

11.5 **Barricades and Signs.** The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DOH shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.6 **Survival.** The provisions of this Section 11 shall survive the Closing.

#### **SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DOH pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

#### **SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.**

The Developer shall commence construction of the Project within five (5) months after the Closing Date, and shall complete the Project (as evidenced by the issuance of the last Partial Certificate of Completion) no later than thirty-six (36) months after the construction commencement date in accordance with the construction schedule ("Schedule") attached hereto as Exhibit B.; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates upon the Developer's written request, by executing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with this Agreement, the Scope Drawings, the Budget, and all applicable Laws and covenants and restrictions of record.

#### **SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.**

14.1 Upon completion of each of the Homes comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit C. The Notice of Closing must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit D. Within forty-five (45) days after receipt of a Notice of Closing and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the Home ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the

Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Notice of Closing. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the applicable Deed with respect to the Developer's obligations to construct the Home. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Home, nor shall it serve as any guaranty as to the quality of the construction. Upon (a) recordation of a Partial Certificate of Completion for each of the Homes in the Project, and (b) the sale of the Affordable Price Homes to Qualified Households in accordance with Section 15.4 hereof, the City shall return the Reconveyance Deed to the Developer.

14.2 Notwithstanding the foregoing, a Partial Certificate of Completion for a Home will not be issued until the following requirements have been satisfied:

- (a) The Developer has obtained the Final NFR Letter for the applicable City Lot.
- (b) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

#### **SECTION 15. RESTRICTIONS ON USE.**

The Developer, for itself and its respective successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

15.3 Final NFR. The Developer shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter(s) for the Property.

15.4 Affordable Homes. The Developer shall develop and sell the Affordable Price Homes in accordance with the following provisions:

- (a) The Developer shall sell four (4) of the five (5) Homes in the Project to Qualified Households for an Affordable Price for their Principal Residences.
- (b) The City must approve the income eligibility of the purchaser of each Affordable Price Home to confirm that the purchaser is a Qualified Household. Toward

this end, the Developer shall deliver to DOH any information required by DOH in order to determine the purchaser's income eligibility. DOH shall have ten (10) Business Days from the date of receipt of a "complete information package" to qualify purchasers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the purchaser's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the purchaser with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association (or Fannie Mae).

(c) At the closing of each Affordable Price Home, the Developer shall require the purchaser to execute a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit E to this Agreement, which shall also include the homebuyer's covenant to use the Home as the homebuyer's Principal Residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment. The Land Value Lien Amount shall thereafter reduce in five equal installments on each anniversary date of such conveyance, and after the fifth anniversary date shall be zero. The Additional Land Value Lien Amount provisions shall not apply as the Appraised Value of the City Lots subject to a City Junior Mortgage do not exceed \$50,000. The Land Value Lien, evidenced by the City Junior Mortgage, shall be junior to any First Mortgage, and any subsequent purchase money mortgage obtained by any homebuyer of a Home (if such homebuyer is a Qualified Household), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(d) At the closing of each Home (including Market Rate Homes), the Developer shall deliver to the homebuyer a warranty of habitability in the form attached hereto as Exhibit F. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

(e) The Developer shall give preference in selling accessible Homes, as that term is defined in Section 17-17-0202 of the Municipal Code, to people with disabilities pursuant to DOH policy. In addition, the Developer shall comply with the marketing plan approved by DOH, and shall utilize solely those marketing materials approved by DOH either prior to or subsequent to the execution date of this Agreement for marketing the Homes to prospective homebuyers. The Developer agrees to place a sign on at least one of the City Lots stating that the Home was (or will be) constructed by the Developer pursuant to the City Lots for Working Families Program.

(f) The Developer shall refer each prospective homebuyer (including those purchasing Market Rate Homes) to pre-purchase counseling, which shall be offered either by DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide DOH with a certificate or other evidence of participation.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the use and affordability restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating affordable

housing for working families, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

#### **SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.**

Prior to the issuance of the final Partial Certificate of Completion, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or the Project or any interest therein; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DOH may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee.

#### **SECTION 17. MORTGAGES AND OTHER LIENS.**

17.1 Limitation upon Encumbrance of Project Site. Prior to the issuance of the final Partial Certificate of Completion, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project (or such portion of the Project located on the land so transferred), and shall also be bound by the other covenants running with the land specified in Section 18.

#### **SECTION 18. COVENANTS RUNNING WITH THE LAND.**

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 22.4 (Release and Indemnification), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity

for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

Section	Covenant	Termination
§13.1	Completion of Project	Upon issuance of final Partial Certificate of Completion
§15.1	Redevelopment Compliance Plan	Upon expiration of Redevelopment Plan
§15.2	Non-Discrimination	No limitation as to time
§15.3	NFR Letter	In accordance with terms of NFR Letter
§15.4	Affordable Homes	Upon issuance of final Partial Certificate of Completion
§16	Sale/Transfer Prohibition	Upon issuance of final Partial Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of final Partial Certificate of Completion
§22.4	Environmental Release	No limitation as to time

#### SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the entry of any judgment or order against the Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(e) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default. If an Event of Default occurs hereunder, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revert title to one or more City Lots in the City pursuant to the Reconveyance Deeds for such City Lots, provided, however, that the recording of a Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement, and further provided that the City shall have no right to record a Reconveyance Deed for any City Lot that has been improved with a Home following the sale of such Home to a bona fide purchaser. If a Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the applicable City Lot was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Lot during the period of time the City Lot was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records a Reconveyance Deed, such recording is effective for purposes of transferring title to the applicable City Lot to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the City Lot to the Developer and except for any mortgage authorized by this Agreement.

19.5 Resale of the Property. Upon the reconveyance of a City Lot to the City as provided in Section 19.4, the City may complete the Home at its own cost (if the Home has not been completed) or convey the City Lot to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Home or such other improvements as shall be satisfactory to DOH (if the Home has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells a City Lot as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any

mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) the fair market value of the City Lot as if it were vacant, which fair market value shall be calculated at the time of sale; and
- (b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Lot (less any income derived by the City from the City Lot in connection with such management); and
- (c) all unpaid taxes, assessments, and water and sewer charges assessed against the City Lot; and
- (d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (f) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

**SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

**SECTION 21. INDEMNIFICATION.**

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (each, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses 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 to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to

pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Agent or Affiliate of the Developer; (d) the Developer's failure to cure any material misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the first Closing. Notwithstanding the foregoing, no Indemnitee, shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. ENVIRONMENTAL MATTERS.**

22.1 "AS IS" SALE. "AS IS" SALE. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY HAVE HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE DEVELOPER PARTIES AGREE TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER PARTIES AGREE THAT IT IS THEIR SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

### 22.2 Environmental Due Diligence.

(a) At the request of the City's Department of Fleet and Facility Management ("DFFM"), prior to or after the Closing Date, the Developer shall perform a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard ("Phase I ESA"). DFFM shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project. Upon AIS's request, the Developer shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA. If the Phase I ESA identifies any Recognized Environmental Condition(s) ("REC(s)"), the Developer shall perform a Phase II Environmental Site Assessment ("Phase II ESA"). If the Phase II ESA discloses the presence of contaminants exceeding applicable remediation objectives, the Developer shall enroll the Property in the IEPA's SRP and thereafter take all necessary and proper steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"). The Developer acknowledges

and agrees that the Closing will not occur, and it may not commence construction, until the IEPA issues, and DFFM approves, the RAP Approval Letter for the Property. If the Remediation Work is not completed prior to the Closing, the Deed shall include a covenant obligating the Developer to remediate the Property in accordance with the terms of this Section 22. 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.

(b) The City shall grant Developer the right, at its sole cost and expense, to enter the Property to perform the Phase I ESA and any other surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property. The obligation of the Developer to purchase the Property is conditioned upon the Developer being satisfied with the condition of the Property. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, the Developer may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither the City nor the Developer shall have any further right, duty or obligation hereunder with respect to the Property. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2(b), it shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work including, but not limited to, the removal of pre-existing building foundations, soil exceeding residential (or commercial, as applicable) remediation objectives as determined by 35 Ill. Adm. Code Part 742, demolition debris, and the removal or treatment of Hazardous Substances. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. 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 that the City will not issue a Partial Certificate of Completion for any Home until the IEPA has issued, the City has approved, and the Developer has recorded a Final NFR Letter for the Property, which approval shall not be unreasonably withheld. The Developer must abide by the terms and conditions of the Final NFR letter

22.4 Release and Indemnification. The Developer, on behalf of itself and the Developer Parties, shall be deemed to release, relinquish and forever discharge the City, its officers, agents and employees, from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental

contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to the Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, upon the Closing, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 above shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer Parties acknowledge and agree that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

### **SECTION 23. EMPLOYMENT OPPORTUNITY.**

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

23.1 Neither the Developer nor any 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, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights

Ordinance). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, 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. The Developer and 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 Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

23.2 To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

23.3 The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

23.4 The Developer, in order to demonstrate compliance with the terms of this Section 23, 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.

23.5 The Developer and each Employer shall include the foregoing provisions of this Section 23 in every contract entered into in connection with the construction of 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.

23.6 Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

#### **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

- (a) The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay their debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

(g) The Developer is not in default in any material respect with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this 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 this Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(j) Neither the Developer nor any Affiliate of the 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 Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

#### **SECTION 25. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Housing 2 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Homan Housing, LLC c/o IFF 333 S. Wabash Avenue, #2800 Chicago, IL 60604 Attn: Kirby Burkholder – President, Core Business Solutions
With a copy to:	IFF 333 S Wabash, Suite 2800 Chicago, IL 60604 Attn: Charlie Biggam – Chief Legal Counsel

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or

on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

#### **SECTION 26. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it 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 described 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) notwithstanding anything to the contrary contained in this Agreement, 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 no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

#### **SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to the Mayor's political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City,

as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

- (ii) neither party is married; and
- (iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (v) two of the following four conditions exist for the partners:
  - (1) The partners have been residing together for at least 12 months.
  - (2) The partners have common or joint ownership of a residence.
  - (3) The partners have at least two of the following arrangements:
    - (A) joint ownership of a motor vehicle;
    - (B) joint credit account;
    - (C) a joint checking account;
    - (D) a lease for a residence identifying both domestic partners as tenants.
  - (4) Each partner identifies the other partner as a primary beneficiary in a will.
- (e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

**SECTION 28. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

**SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DOH. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in

effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

**SECTION 30. 2014 CITY HIRING PLAN.**

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

**SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

**SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

32.4 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.

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. Neither the City, 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 a delay due to unforeseeable 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, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

32.8 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.

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

32.16 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party 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.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on or as of the date first above written.

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Commissioner  
Department of Housing

**HOMAN HOUSING LLC**, an Illinois limited liability company

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

THIS INSTRUMENT PREPARED BY, AND  
AFTER RECORDING, PLEASE RETURN TO:

Arthur Dolinsky, Senior Counsel  
City of Chicago Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602

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 \_\_\_\_\_, the \_\_\_\_\_ of **HOMAN HOUSING LLC**, an Illinois limited liability company (the "Developer"), 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, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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 Lissette Castañeda, the Acting Commissioner of the Department of Housing of the City of Chicago, an Illinois municipal corporation ("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, being first duly sworn by me, acknowledged that, as said Acting Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance printed on pages 9502 through 9505 of this *Journal*.]

[(Sub)Exhibits "B" and "F" referred to in this Agreement for the Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "C", "D" and "E" referred to in this Agreement for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "C".  
(To Agreement For The Sale And Redevelopment Of Land)

Notice Of Closing.

City of Chicago  
Department of Housing  
2 North LaSalle Street, Room 620  
Chicago, Illinois 60602  
Attention: Brian O'Donnell

Re: Notice of Closing

Address: \_\_\_\_\_

Please be advised that Homan Housing LLC has completed the construction of a home at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of \_\_\_\_\_, 2024, and recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, on \_\_\_\_\_, 2024, as Document Number \_\_\_\_\_ ("Redevelopment Agreement"), and would like to schedule a closing on \_\_\_\_\_, 20\_\_\_\_. Attached hereto please find a copy of the required Certificate of Substantial Completion for the home. Please schedule your inspection with \_\_\_\_\_, who can be reached at (\_\_\_\_)\_\_\_\_\_. Please notify the undersigned when the Certificate of Substantial Completion is ready and available for pickup.

Homan Housing LLC, an Illinois limited liability company

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

Name: \_\_\_\_\_

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

(Sub)Exhibit "D".  
(To Agreement For The Sale And Redevelopment Of Land)

*Certificate Of Substantial Completion.*

City of Chicago  
Department of Housing  
2 North LaSalle Street, Room 620  
Chicago, Illinois 60602  
Attention: Brian O'Donnell

Re: Notice of Closing

Address: \_\_\_\_\_

This will certify that the single family home at the above-referenced location has been constructed in accordance with the plans and specifications dated \_\_\_\_\_, 20\_\_\_\_, last revised \_\_\_\_\_, 20\_\_\_\_, as submitted to the City as the basis for obtaining building permits for the home, and is complete except for minor punch list items specifically described in the exhibit attached to this Certificate, with estimated costs.

[Project Architect]

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

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

(Sub)Exhibit "E".  
 (To Agreement For The Sale And Redevelopment Of Land)

*Junior Mortgage.*

**MORTGAGE, SECURITY AND RECAPTURE AGREEMENT,  
 INCLUDING RESIDENCY, TRANSFER AND FINANCING COVENANTS**  
 (City Lots For Working Families)

	APPLICABLE SUBSIDIES (Enter Amount or "None")	
A.	Land Fair Market Value	\$ _____
B.	Recapture Amount (Up to \$50,000)	\$ _____
C.	Additional Recapture Agreement (Land Value in Excess of \$50,000)	None
D.	TOTAL RECAPTURE AMOUNT (B+C)	\$ _____

**THIS MORTGAGE, SECURITY AND RECAPTURE AGREEMENT, INCLUDING RESIDENCY, TRANSFER AND FINANCING COVENANTS** ("Mortgage") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ ("Mortgagor") to the **CITY OF CHICAGO**, an Illinois municipal corporation, acting by and through its Department of Housing (together with any successor department thereto, "DOH"), having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Mortgagee").

**RECITALS**

A. The City Council of the City, by ordinance adopted November 8, 2017, and published in the Journal of Proceedings of the City Council for such date at pages 59287-59295, established the City Lots for Working Families Program ("Program") in recognition of the shortage of decent housing affordable to working families within the City and to encourage the use of vacant, unused parcels of land located in various neighborhoods of the City for the development of new owner-occupied homes.

B. Pursuant to the objectives of the Program, the City and Homan Housing LLC, an Illinois limited liability company ("Developer"), executed the Redevelopment Agreement, whereby Developer redeveloped that certain real property legally described on Exhibit 1 attached hereto ("Land") by constructing a single-family housing unit ("Home") improving the Land.

C. When the City sold and conveyed the Land to the Developer, the Land had a fair market value of approximately \$ \_\_\_\_\_.

D. Pursuant to the Program and the Redevelopment Agreement, the City sold and conveyed the Land to the Developer for the sum of One Dollars (\$1.00).

E. Pursuant to the Program and the Redevelopment Agreement, the fair market value of the land up to the first Fifty Thousand Dollars (\$50,000) constitutes and is referred to hereinafter as the "Recapture Amount" and the amount by which the Land's fair market value exceeds Fifty Thousand Dollars (\$50,000) (if at all) constitutes and is referred to hereinafter as the "Additional Recapture Amount." The Recapture Amount and the Additional Recapture Amount for this Home are more specifically defined in Section I below.

F. The City's agreement to sell the Land to the Developer for \$1.00 was conditioned upon the Developer's undertaking to construct the Home and then sell the Home to a Qualified Household for an Affordable Price for its Principal Residence, subject to Mortgagor's execution of this Mortgage, which secures certain performance and payment covenants intended to assure that the City achieves the affordable housing objectives of the Program.

G. As a result of the land value write-down described above, the Mortgagor has been given the opportunity to buy the Home for an Affordable Price for its Principal Residence (which Affordable Price does not include the Recapture Amount or, if applicable, the Additional Recapture Amount).

H. Mortgagor has covenanted to Mortgagee herein that it meets the income eligibility requirements to participate as an initial homebuyer under the Program.

I. Pursuant to the terms of the Redevelopment Agreement, Developer now proposes to convey the Land and the completed Home to Mortgagor as the initial homebuyer and Mortgagor desires to execute this Mortgage.

**NOW, THEREFORE**, to secure the performance and observance by Mortgagor of all the

terms, covenants and conditions described herein, and in order to charge the properties, interests and rights hereinafter described with such consideration, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

(A) The Land;

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Home, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in any of the above-described Improvements, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the Recapture Amount and, if applicable, the Additional Recapture Amount, (b) performance of residency, transfer and financing covenants described herein and in Exhibit 2 attached hereto, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

## SECTION I

### INCORPORATION OF RECITALS; DEFINITIONS

The recitals set forth above constitute an integral part of this Mortgage and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain City Lots for Working Families Redevelopment Agreement, dated as of \_\_\_\_\_, 20\_\_, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on \_\_\_\_\_, 20\_\_, as document no. \_\_\_\_\_ ("Redevelopment Agreement"). In addition, as used herein, the following capitalized terms shall be defined as follows:

"Additional Recapture Amount" shall mean the amount, if any, set forth in Row C of the Applicable Subsidies Table on page 1 of this Mortgage, plus, (b) simple interest thereon at three percent (3%) per annum, which entire amount shall be subject to repayment if the Home is sold to a homebuyer during the thirty (30) year period commencing on the Purchase Date, unless such sale is to a Qualified Household who purchases the Home for an Affordable Price, as determined by the City's Department of Housing at the time of such resale, for its Principal Residence.

"Affordability Period" shall mean the five (5) year period commencing on the Purchase Date, so long as there is no Additional Recapture Amount, in which case the Affordability Period would mean the thirty (30) year period commencing on the Purchase Date.

"Affordable Price" shall mean an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-five percent (95%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Home would total not more than thirty percent (30%) of household income with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Home whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the higher of: (a) the current interest rate, as published in the Chicago Tribune or comparable newspaper and rounded up to the nearest quarter point; or (b) the 10-year average of interest rates, as calculated by the City based on data provided annually by the Federal National Mortgage Association or any successor organization thereto.

"AMI" shall mean the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor department thereto.

"Qualified Household" shall mean a person or group of people whose household income does not exceed one hundred forty percent (140%) AMI.

"Principal Residence" shall mean an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Recapture Amount" shall mean the amount set forth in Row B of the Applicable Subsidies Table on page 1 of this Mortgage, but which shall decline proportionately (i.e., by twenty percent (20%) of the original amount) on each anniversary date of the Purchase Date, and after the fifth (5<sup>th</sup>) anniversary date shall equal zero dollars (\$0.00).

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property.

"Total Recapture Amount" shall mean (a) the amount set forth in Row C of the Applicable

Subsidies Table on page 1 of this Mortgage, which shall decline proportionately (i.e. by twenty percent (20%) of the original amount) on the first, second, third, fourth, and fifth anniversary dates of the Purchase Date, and after such fifth anniversary date, shall equal zero dollars (\$0.00), and (b) the Additional Recapture Amount, if any, including the interest set forth in the definition of Additional Recapture Amount hereinabove.

## SECTION II

### COVENANTS, REPRESENTATIONS, AND WARRANTIES

Mortgagor covenants and agrees with Mortgagee that:

#### 2.1 Taxes and Assessments.

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.2 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor by the Senior Lender (as hereinafter defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be cancelled, except upon thirty (30) days prior written notice to Mortgagee.

#### 2.3 Maintenance of the Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property

to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of the insurer, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made available to Mortgagor for that purpose.

2.4 Subordination. The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of even date herewith between Mortgagor and \_\_\_\_\_ ("Senior Lender") recorded with the Office of the Cook County Clerk to secure an indebtedness in the original principal amount not to exceed the Affordable Price ("Senior Mortgage") pursuant to the terms of the Redevelopment Agreement. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an original principal amount greater than the Affordable Price. Additionally, this Mortgage shall be subordinate to that certain housing grant and recapture agreement, including residency, transfer and financing covenants dated as of even date herewith between Mortgagor and the City securing mortgagee's obligations under the Building Neighborhoods and Affordable Homes Purchase Price Assistance program adopted by the City Council of the City by ordinance dated October 31, 2018, and published in the Journal of Proceedings of the City Council for such date at pages 87215-87221.

2.5 Income Eligibility. Mortgagor covenants to Mortgagee that it meets the income eligibility requirements established by the City pursuant to the Program in order to participate as a homebuyer under the Program.

2.6 Foreclosure of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagor acknowledges and agrees that the residency, transfer and financing covenants set forth in Exhibit 2 attached hereto, and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the Program shall be released and shall have no further force or effect; provided, however, that all such covenants and affordability restrictions shall be revived according to the original terms if, during the applicable affordability period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

### SECTION III

#### RESIDENCY, TRANSFER, AND FINANCING COVENANTS

Mortgagor also covenants to comply with the residency, transfer, and financing covenants set forth in **Exhibit 2**, which covenants are all materially related to the City's achievement of the affordable housing objectives of the Program.

### SECTION IV

#### DEFAULT

4.1 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Mortgagor's breach of one or more of the residency, transfer or financing covenants set forth in **Exhibit 2**, which breach is not cured by Mortgagor within ten (10) business days of Mortgagor's receipt of written notice from Mortgagee of such breach; or

(b) Mortgagor's breach of any other material term, covenant, condition, or agreement of this Mortgage, which breach is not cured by Mortgagor within thirty (30) calendar days of Mortgagor's receipt of written notice from Mortgagee of such breach; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) calendar day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default; or

(c) Any default continuing beyond all applicable cure periods under the Senior Mortgage that permits the Senior Lender to foreclose its lien thereunder.

4.2 Remedies

(a) If an Event of Default arising from a breach of one or more of the covenants set forth in **Exhibit 2** occurs during the Affordability Period (and unless the last paragraph of such exhibit

applies) (such a default, a "Recapture Default"), the Recapture Amount shall become immediately due and payable and subject to recapture without further notice or demand and the Mortgagee shall be entitled to immediate payment of such Recapture Amount; and

(b) If a Recapture Default or any other Event of Default occurs, Mortgagee shall also be entitled to declare all other amounts secured hereby immediately due and payable without further notice or demand and shall have such rights and remedies as may be available at law or at equity, including, without limitation, and subject to the rights of the Senior Lender, the right to foreclose the lien hereof. The Mortgage and the right of foreclosure hereunder shall not (to the extent permitted by law) be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee hereunder, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 4.2(b) mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of any indebtedness secured by any permitted Senior Mortgage or a permitted refinancing thereof; (iii) all recapture amounts and other amounts due under this Mortgage; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

4.3 Mortgagor Waivers. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

4.4 Additional Mortgagee Rights. Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in

connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (a) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (b) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, and purchases and acquisitions; (c) the cost of such insurance; (d) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (e) other proper charges upon the Mortgaged Property or any part thereof; and (f) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full of all of the aforesaid amounts, shall be paid to Mortgagor.

4.5 Right to Receiver. Subject to the rights of the Senior Lender, if an Event of Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all the rights and powers to the fullest extent permitted by law.

4.6 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

4.7 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity, or by statute.

4.8 No Waiver By Mortgagee. No delay or omission of Mortgagee or of any holder of this Mortgage to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power, and remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall

not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers, or remedies on account of any breach or default by Mortgagor.

SECTION V

MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns. The Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors, and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors, and assigns of Mortgagor or Mortgagee, as applicable.

5.2 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first-class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago  
Department of Housing  
121 North LaSalle Street  
Room 1000 - City Hall  
Chicago, Illinois 60602  
Attn: Commissioner

With a copy to: City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Real Estate Division

If to Mortgagor: \_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois 606\_\_

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall

constitute delivery.

5.3 Terminology. All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to sections shall refer to the corresponding sections of the Mortgage unless specific reference is made to such sections of another document or instrument.

5.4 Severability. If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.5 Security Agreement. The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

5.6 Modification. No change, amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Land into a land trust without obtaining the prior written consent of the Mortgagee.

5.7 No Merger. It being the desire and intention of the parties that the Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.8 Applicable Law. The Mortgage shall be interpreted, construed, and enforced under the laws of the State of Illinois.

5.9 Release of Mortgage. If: (a) Mortgagor is not then in default under this Mortgage and retains ownership of the Mortgaged Property until the expiration of the Affordability Period, or (b) Mortgagor conveys the Mortgaged Property, giving rise to an Event of Default, and Mortgagor pays Mortgagee the amount Mortgagee is entitled to receive pursuant to the provisions of Section 4.2(a) above, then Mortgagor shall be deemed to have fully complied with the provisions contained in this Mortgage. In such event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

5.10 Further Assurances, Duty to Cooperate. Mortgagor, on request of Mortgagee, from time to time, covenants and agrees to execute and deliver such additional documents, amendments, agreements and undertakings as may be necessary to: correct any scrivener's error contained herein or in any related document; to perfect or to maintain as perfected valid lien(s) upon the Mortgaged Property any lien granted to Mortgagee under this Mortgage or under any other agreement or undertaking; or to more fully and accurately set forth and reflect the affordability requirements of the Program.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

\_\_\_\_\_

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me as the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that s/he signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

[(Sub)Exhibit 1 referred to in this Junior Mortgage, Security and Recapture Agreement not available at time of printing.]

(Sub)Exhibit 2 referred to in this Junior Mortgage, Security and Recapture Agreement reads as follows:

*(Sub)Exhibit 2.*

(To Junior Mortgage, Security and Recapture Agreement)

*Residency, Transfer And Financing Covenants.*

In consideration of the Applicable Subsidy (or Subsidies) set forth on page one of this Mortgage that has (or have) enabled the Mortgagor to purchase the Mortgaged Property for the Affordable Price, Mortgagor covenants that it shall own the Mortgaged Property, shall not lease the Mortgaged Property and shall utilize the Home as Mortgagor's Principal Residence.

Notwithstanding the above, Mortgagor may at any time sell the Mortgaged Property to a subsequent homebuyer who meets the then applicable income eligibility requirements of the Program and who pays an Affordable Price under the then applicable affordability requirements of the Program, in each instance as determined by Mortgagee's Department of Housing (or any successor department thereto), provided such purchaser assumes the then-remaining obligations of Mortgagee under this Mortgage. In such event, no Event of Default shall exist, and no recapture amounts shall be due and payable, provided that such successor homebuyer assumes the obligations of the Mortgagor under this Mortgage in writing. After the expiration of the Affordability Period, neither the covenant above nor the provisions of this paragraph, shall apply.

*Exhibit "D".*

(To Ordinance)

*Fee Reductions And Waivers.*

*Department Of Buildings.*

Plan review fees, permit fees and field inspection fees are to be paid in full for the first Home of each Home type (i.e., Single-Family Home or Two-Flat). The fees paid for each successive Home type would be reduced by fifty percent (50%). This fee reduction is not applicable to electrical permits.

*Department Of Housing.*

Open Space Impact Fees are not waived. For the City Lots for Working Families Program, an Open Space Impact Fee of One Hundred Dollars (\$100) per Home shall be assessed to the Developer to be paid to the City as a condition of issuance of a building permit.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

*Department Of Water Management.*

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City Lots are waived. 8-boxes, meters and remote readouts are not waived and need to be purchased.

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ACQUISITION OF PROPERTY WITH INDUSTRIAL BUILDING AT 4130 S. MORGAN ST. FROM TLP 4130 MORGAN LLC TO REPLACE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT'S STREETS AND SANITATION FACILITY ON W. PERSHING RD.

[O2024-0007431]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 20, 2024 and to which was referred an ordinance from the Department of Fleet and Facility Management for the acquisition of eight-acre property with industrial building at 4130 South Morgan Street from TLP 4130 Morgan LLC for the operation of the Department of Fleet and Facility Management's Streets and Sanitation facility (11<sup>th</sup> Ward) (O2024-0007431), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, TLP 4130 Morgan LLC, an Illinois limited liability company ("Seller"), is the owner of the property identified on Exhibit A attached hereto (the "Property"), which is located in the New City Community Area; and

WHEREAS, The Property consists of approximately 8.06 acres of land and is improved with a 168,350 square foot industrial building; and

WHEREAS, The Seller desires to sell the Property to the City for Twenty Million Eight Hundred Thousand and no/100 Dollars (\$20,800,000.00) (the "Purchase Price"), and the City, acting by and through its Department of Fleet and Facility Management ("2FM"), desires to purchase the Property for the Purchase Price in order to establish and operate a Streets & Sanitation ("S&S") facility to replace the facility S&S currently operates at 1717 West Pershing Road; and

WHEREAS, The Purchase Price for the Property shall be paid from legally available funds of the City, which are hereby appropriated for such purpose; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Property for operation of a Streets and Sanitation facility and other public purposes.

SECTION 3. The City's purchase of the Property from the Seller for the Purchase Price, plus closing costs and post-closing adjustments and other amounts due and payable under the Purchase Agreement (as hereafter defined), together with the City's performance of its other obligations and indemnity undertakings under the Purchase Agreement, are hereby approved.

SECTION 4. The Commissioner of AIS (the "AIS Commissioner"), or a designee of the AIS 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 purchase agreement for the Property ("Purchase Agreement"), and to execute such other documents and take such other actions as may be necessary or appropriate to consummate the City's purchase of the Property and to accept a deed to the Property, with such changes, deletions, insertions, terms and provisions, including indemnification, as the Commissioner deems appropriate.

SECTION 5. If any provision of this ordinance shall be held to be invalid or found 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 be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Identification Of Property.*

Legal Description (subject to final survey and title commitment):

All that certain lot or parcel of land situated in the County of Cook, State of Illinois, and being more particularly described as follows: a parcel of land consisting of a part of each of Lots 2 and 4 in Stock Yards Subdivision of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, said parcel of land being bounded

and described as follows: beginning at the point of intersection of the south line of the north 1,192 feet of said east half of Section 5 with the west line of the east 1,370.35 feet of said east half of Section 5 and running thence south along the west line of the east 1,370.35 feet, aforesaid, a distance of 461.57 feet to a point which is 3,666 feet north from the south line of said east half of Section 5; thence south westwardly along a straight line, a distance of 35.31 feet to a point on the north line of the south 3,641 feet of said east half of Section 5, which point is 1,395.35 feet west from the east line of said east half of Section 5; thence west along the north line of the south 3,641 feet, aforesaid, a distance of 698 feet to its intersection with the west line of the east 2,093.35 feet of said east half of Section 5; thence north along the west line of the east 2,093.35 feet, aforesaid, a distance of 485.77 feet to its intersection with the south line of the north 1,192 feet of said east half of Section 5; and thence east along the south line of the north 1,192 feet, aforesaid, a distance of 723 feet to the point of beginning, in Cook County, Illinois.

Common Address:

4130 South Morgan Street  
Chicago, Illinois 60609.

Property Index Number:

20-05-200-042-0000.

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RESTRUCTURING OF LOAN AGREEMENT WITH ERIE COOPERATIVE LIMITED PARTNERSHIP FOR REHABILITATION OF PROPERTIES IN VICINITY OF W. HURON ST. AND N. KEDZIE AVE.

[O2024-0007337]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred an ordinance from the Department of Housing for the restructuring of loan agreement with Erie Cooperative Limited Partnership for rehabilitation of properties in vicinity of West Huron Street and North Kedzie Avenue (27<sup>th</sup> Ward) (O2024-0007337), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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, pursuant to the HOME Investment Partnerships Program ("HOME Program"), received from the United States Department of Housing and Urban Development ("HUD") an allocation of funds ("HOME Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; 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, On July 3, 2003, the City made a loan of HOME Funds in the principal amount of \$6,341,532, with an interest rate of one percent per annum and a term not to exceed 43 years (the "Loan"), to Erie Cooperative Limited Partnership, an Illinois limited partnership (the "Borrower"), the general partner of which is BRC Affiliate, Inc., an Illinois not-for-profit corporation; and

WHEREAS, The Loan was evidenced by that certain Housing Loan Agreement (the "Loan Agreement") dated as of July 3, 2003, the Loan being secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated as of July 3, 2003, made by the Borrower in favor of the City (the "City Mortgage"), and which is further evidenced by that certain Note dated as of July 3, 2003 made by the Borrower in favor of the City in the original principal amount of the Loan (the "Note"), that certain Regulatory Agreement executed by the Borrower on July 3, 2003 (the "Regulatory Agreement") and that certain Assignment of Rents and Leases executed by the Borrower on July 3, 2003 (collectively, the "City Loan Documents"); and

WHEREAS, Proceeds of the Loan were used to provide for the acquisition, construction and equipping by the Borrower of multi-family buildings including 87 low-income units and adjacent facilities located generally at 619 -- 627 North Kedzie Avenue, 3136 -- 3138 West Ohio Street, 3120 -- 3122 West Ohio Street, 3117 -- 3119 West Huron Street, 3123 -- 3125 West Huron Street, 647 -- 649 North Troy Street, 3136 -- 3138 West Huron Street, 3120 -- 3122 West Huron Street, 3116 -- 3118 West Huron Street, 718 -- 720 North Troy Street, 626 -- 628 North Albany Avenue, 636 -- 638 North Albany Avenue, 3103 -- 3105 West Huron Street, 3100 West Huron Street, 3102 West Huron Street, 3106 West Huron Street, 3108 West Huron Street, and 3110 West Huron Street, Chicago, Illinois 60612 (the "Property"); and

WHEREAS, The Borrower desires to rehabilitate the Property, and in response to challenges presented by changing market conditions which may threaten the continued affordability of the Project, desires that the City approve the Restructuring as hereinafter defined and the New City Financing as hereinafter defined; and

WHEREAS, DOH desires to approve a restructuring of the Loan (the "Restructuring") in a manner that: (1) will not alter the maturity date of the Loan; (2) will, subject to consent by HUD, amend the Regulatory Agreement to allow up to 29 units to be restricted to occupancy

by households earning no more than 60 percent of the Chicago-area median income upon initial certification; and (3) will amend the Regulatory Agreement to extend the HOME Program affordability restrictions for an additional 15 years (collectively, the "Material Terms"); and,

WHEREAS, Pursuant to an ordinance passed by the City Council of the City (the "City Council") on October 11, 2017 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 55903 through 55915, inclusive (the "STSC Ordinance"), 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 "STSC Reimbursement Ordinance" and together with the STSC Ordinance, the "STSC Bond Ordinance"), the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified in the STSC Reimbursement Ordinance; and

WHEREAS, DOH has preliminarily reviewed and approved the making of a new loan to the Borrower in an amount not to exceed \$2,600,000 (the "New City Financing"), to be funded from Multi-Family Program Funds and/or STSC Bond funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; 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 (the "Commissioner") or a designee of the Commissioner (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. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago (the "Municipal Code") or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities that are direct owners in

excess of 7.5 percent of the Owner that changed in connection with the Restructuring, and all legal entities that constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 4. The 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 the implementation of the New City Financing. 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 New City Financing 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 New City Financing to the Borrower as described in Exhibit A hereto.

SECTION 5. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code. Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Project or the Property.

SECTION 6. In order to ensure clarity in the applicable affordability restrictions, the requirements of Sections 2-44-080 through 2-44-105, inclusive, of the Municipal Code shall not apply to multi-family housing projects: (i) which receive loans or grants from the City (including from bond proceeds, funds from grants received by the City or corporate funds, but excluding (x) loans and grants funded solely by revenues from the Affordable Housing Opportunity Fund as described in Section 2-44-085(l) of the Municipal Code, and (y) funds derived from one or more special tax allocation funds created pursuant to 65 ILCS 5/11-74.4-1, et seq. or 65 ILCS 5/11-74.6-1, et seq.), and/or which are eligible for tax credits administered by the City in connection with Section 42 of the Internal Revenue Code of 1986, as amended, or 20 ILCS 3805/7.28; and (ii) for which the applicable loan, grant and/or tax credit documents have not been executed and delivered by the City as of the effective date of this ordinance.

SECTION 7. 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 8. 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".*

*Terms And Conditions.*

**Borrower:** Erie Cooperative Limited Partnership, an Illinois limited partnership, the general partner of which is BRC Affiliate, Inc., an Illinois corporation, along with Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation, as the limited partner of Borrower.

**Project:** Rehabilitation of multi-family buildings located at 619 -- 627 North Kedzie Avenue, 3136 -- 3138 West Ohio Street, 3120 -- 3122 West Ohio Street, 3117 -- 3119 West Huron Street, 3123 -- 3125 West Huron Street, 647-- 649 North Troy Street, 3136 -- 3138 West Huron Street, 3120 -- 3122 West Huron Street, 3116 -- 3118 West Huron Street, 718 -- 720 North Troy Street, 626 -- 628 North Albany Avenue, 636 -- 638 North Albany Avenue, 3103 -- 3105 West Huron Street, 3100 West Huron Street, 3102 West Huron Street, 3106 West Huron Street, 3108 West Huron Street, and 3110 West Huron Street (collectively, the "Property") and of approximately 87 dwelling units contained therein as one-, two-, three-, and four-bedroom units for low- and moderate-income families, as commonly known as Harold Washington Unity Apartments.

**New City Financing:**

**Source:** Multi-Family Program Funds, and/or STSC Bonds ("STSC Funds") or another source acceptable to the Authorized Officer.

**Amount:** Not to exceed \$2,600,000.

**Term:** 32 years or such other term that is acceptable to the Authorized Officer.

**Interest:** One percent per annum or another rate acceptable to the Authorized Officer.

**Security:** One or more junior mortgage on the Property, or such other security acceptable to the Authorized Officer.

FIRST AMENDMENT TO RIGHT-OF-ENTRY AGREEMENT FOR TIME EXTENSION TO INSPECT CITY PROPERTY AT 1325 W. 119<sup>TH</sup> ST. AND CERTAIN ADJACENT LAND BY WEST PULLMAN DEVELOPMENT PARTNERS LLC AND DL3 REALTY ADVISORS LLC.

[SO2024-0007432]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024.

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred a substitute ordinance from the Department of Planning and Development for the first amendment to right-of-entry agreement for time extension to inspect City property at 1325 West 119<sup>th</sup> Street and certain adjacent land by West Pullman Development Partners LLC and DL3 Realty Advisors LLC (21<sup>st</sup> Ward) (SO2024-0007432), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 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 is the owner of the property located at 1325 West 119<sup>th</sup> Street, Chicago, Illinois 60643 (Permanent Index Numbers 25-29-101-025-0000 and 25-29-101-027-0000), as legally described in Exhibit A attached hereto (the "Original Property"); and

WHEREAS, The City is the owner of former railroad property located in the vicinity of the Original Property (Permanent Index Number 25-29-200-001-0000), as legally described in Exhibit B attached hereto (the "Additional Property"); and

WHEREAS, Together the Original Property and the Additional Property constitute the "Property"; and

WHEREAS, West Pullman Development Partners LLC, an Illinois limited liability company ("Licensee"), proposes to remediate and redevelop the Property and certain adjacent non-City-owned land as an industrial warehouse facility; and

WHEREAS, The City, through its Department of Assets, Information and Services, as predecessor to the Department of Fleet and Facility Management ("2FM"), and Licensee previously entered into a Right of Entry Agreement dated July 6, 2023 and attached hereto as Exhibit C (the "ROE"), pursuant to which the City gave Licensee access to the Original Property to assess its condition and perform other due diligence work; and

WHEREAS, The Commissioner of 2FM (the "Commissioner") has the authority to enter into leases and other temporary occupancy agreements for up to 180 days under Section 2-51-050(12) of the Municipal Code of Chicago; and

WHEREAS, After 180 days, City Council approval is required to extend such temporary occupancy agreements; and

WHEREAS, The 180-day period allowed under Section 2-51-050(12) for the ROE expired on January 6, 2024; and

WHEREAS, The City has determined that it is necessary to expand the ROE to include the Additional Property and to extend the ROE in order for Licensee to continue its due diligence work in preparation for the closing of the land sale; 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 and a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the ROE with retroactive effect to January 6, 2024, in substantially the form attached hereto as Exhibit D (the "First Amendment"), and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment and this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the First 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.

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

*Exhibit "A".*  
(To Ordinance)

Legal Description Of Original Property:

That part of the east half of the northwest quarter lying north of the north line of West 120<sup>th</sup> Street (except South Racine Avenue) and (except the west 400 feet) and (except the north 88 feet) and (except that part lying easterly and southeasterly of the following described line: beginning at a point on the north line of West 120<sup>th</sup> Street 139.5 feet west of the east line of the northwest quarter; thence north parallel to the east line of said northwest quarter at a distance of 269.37 feet; thence northeasterly along a curve convex northeasterly, having a radius of 402.77 feet; a distance of 200 feet to a point on the west line of South Racine Avenue) and (except that part lying easterly of the proposed easterly line of South Ada Street and easterly and northerly of proposed West 120<sup>th</sup> Street per ordinance 29-34-99-2394 and lying westerly of a line 412.61 feet west of the east line of the northwest quarter) of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number:

25-29-101-025-0000.

The south 55 feet of the north 88 feet of the west 466 feet together with the south 55 feet of the north 88 feet of the east 412.61 feet (except the street) all in the east half of the northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number:

25-29-101-027-0000.

*Exhibit "B".*  
(To Ordinance)

Legal Description Of Additional Property:

The north 25 feet of Blocks 3 and 4 in First Addition to West Pullman, a subdivision of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also the north 25 feet of vacated South Aberdeen Street lying south of the south line of West 119<sup>th</sup> Street and between Blocks 3 and 4 in First Addition to West Pullman described, aforesaid; also the north 25 feet of vacated South Racine Avenue lying south of the south line of West 119<sup>th</sup> Street and falling in the west 33 feet of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also the north 25 feet of vacated South Morgan Street lying south of the south line of West 119<sup>th</sup> Street and falling in the east 33 feet of the west half of the northeast quarter and the west 33 feet of the east half of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number:

25-29-200-001-0000.

*Exhibit "C".  
(To Ordinance)*

*Right-Of-Entry Agreement.*

(this agreement provides Licensee and its contractors access to City-owned real estate)

This **RIGHT OF ENTRY AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation, and **LICENSEE** (as defined below).

**Certain Definitions.** The following terms as used throughout this Agreement shall be interpreted as follows:

- (a) "**Licensee**" West Pullman Development Partners, LLC
- (b) "**Property**" 1325 W. 119th Street, Chicago, IL 60643 (PINs 25-29-101-025-0000; 25-29-101-027-0000)
- (c) "**Activity**" Environmental- Consulting, including Phase I and Phase II assessments, to provide support for redevelopment of the site.  
Geotechnical investigation to provide information on the soil and groundwater conditions at the site in support of foundation design and construction.

**RECITALS**

**WHEREAS**, the City is the owner of the Property, which has been determined to be excess real estate that is available for sale; and

**WHEREAS**, Licensee is conducting a site investigation as due diligence work on its own behalf or on behalf of the prospective purchaser in connection with acquisition of the Property from the City; and

**WHEREAS**, Licensee seeks access to the Property to conduct the Activity, which may include a Phase I Environmental Site Assessment, land survey, or other related work that is needed to assess the condition of the Property; and

**WHEREAS**, Licensee may request approval to conduct additional due diligence work including but not limited to a Phase II Environmental Site Assessment ("**Phase II ESA**"), Geotechnical Investigation, Hazardous Building Materials Survey, enrollment in the Illinois EPA's Site Remediation Program, or other related due diligence work, by submitting a detailed scope of work ("**SOW**") to the Department of Assets, Information & Services, Bureau of Environmental Health & Safety ("**EHS**"); and

**WHEREAS**, if the SOW includes soil/groundwater sampling, the SOW shall include a site plan indicating the location of proposed soil borings, the depth at which soil or groundwater samples will be taken, and the compounds that the samples will be tested for; and

**WHEREAS**, if sampling is being conducted as part of a Hazardous Building Materials Survey, the SOW shall include locations within the building where samples will be taken and the materials that the samples will be tested for; and

WHEREAS, only after approval of the SOW by EHS may the Licensee proceed with the additional work and the approved SOW shall be attached as an exhibit to this Agreement and included as part of the Activity; and

WHEREAS, the location and scope of the Activity shall be limited to the locations upon and within the Property as they are described herein and no other access or activity shall be permitted without written City consent; and

WHEREAS, the City has agreed to grant such access upon the terms and conditions set forth herein.

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 agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, the City hereby grants to Licensee a right of entry to the Property for the sole purpose of allowing Licensee to perform the Activity. The right of entry granted hereunder extends to, and Licensee shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter the Property at Licensee's direction or with Licensee's consent (collectively, "**Agents**"). Licensee shall be responsible for ensuring that all Agents comply with Licensee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Licensee. This right of entry is subject to all easements, encroachments, covenants, restrictions of record and not shown of record, and any other title encumbrances or defects affecting the Property. Licensee acknowledges that the City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Licensee's sole responsibility and obligation to confirm that the Activity occurs solely within the portions of the Property permitted by this Agreement.

3. **Term.** The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall terminate upon the earlier of: (a) twenty-nine (29) days after the Effective Date for a period not to exceed thirty (30) days; or (b) the completion of the Activity and restoration of the Property in accordance with Section 10 hereof, whichever is earlier. The Term may be extended for additional thirty (30) day periods upon notification to and approval by the City's Department of Assets, Information & Services. Prior to entering the Property, Licensee shall provide proof of insurance for itself and its Agents, as required by Section 8 of this Agreement, and copies of any necessary permits and approvals, if any, as required under Section 6 of this Agreement. Licensee agrees to notify the City at least two (2) days prior to commencing the Activity unless the City provides otherwise. Licensee further agrees to notify the City promptly upon early expiration of the Term under (b) above.

4. **Cost.** Licensee shall be responsible for all costs and expenses associated with the Activity without City reimbursement.

5. **Compliance with All Laws.** Licensee and its Agents shall comply at all times with any

and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included. Furthermore, Licensee shall comply with all **Environmental Laws**, meaning any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("**CERCLA**"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("**MWRD**"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

6. **Permits.** Prior to entering the Property, Licensee must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Activity. Licensee understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. Licensee shall provide copies of all required permits and approvals to the City prior to entering the Property.

7. **Indemnification.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City, its officers, officials, employees, agents and representatives (collectively, the "**City Parties**"), harmless from and against any and all actions, claims, suits, complaints, demands, legal or administrative proceedings, losses, damages, debts, liens, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, attorneys' fees, consultants' fees and court costs) (collectively, "**Claims**"), of whatsoever kind and nature, including without limitation, any and all environmental Claims, made or asserted by any third parties for injury, including personal injury or death of any person or persons, and for loss or damage to any property, occurring in connection with, or in any way arising out of or incident to (a) any and all acts, alleged acts or omissions of Licensee, its Agents or any other person entering the Property during the Term and (b) any entry upon or use of the Property or performance of the Activity by or on behalf of Licensee, its Agents or any other person entering the Property during the Term and (c) the failure of Licensee or its Agents to pay contractors, subcontractors or material suppliers in connection with this Agreement. The indemnification provided herein will be effective to the maximum extent permitted by Law and is not limited by any amount of insurance required under this Agreement.

Licensee shall be solely responsible for the defense of any and all Claims against the City Parties, including without limitation, claims by any Agents of Licensee, even though the claimants may allege negligence or intentional and willful misconduct on the part of the City Parties. The City shall have the

right, at its sole option, to participate in the defense of any such Claims, without relieving Licensee of its obligations hereunder.

Licensee shall promptly provide, or cause to be provided, to the City of Chicago, Department of Law, at 121 N. LaSalle St., Room 600, Chicago, IL 60602, copies of such notices as Licensee may receive of any Claims for which the City Parties are entitled to indemnification hereunder and to give the City Parties authority, information, and assistance for the defense of any such Claims.

This Section 7 shall survive the expiration or termination of this Agreement (regardless of the reason for such termination).

8. **Insurance.** Licensee must provide and maintain, and cause its Agents to procure and maintain, at Licensee's own expense (or the expense of its Agents as applicable) during the Term, the insurance coverages and requirements specified below, insuring all operations related to the Activity.

**A. INSURANCE TO BE PROVIDED**

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Activity, and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

b) 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, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Licensee's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Licensee's sole negligence or the additional insured's vicarious liability. Licensee's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Licensee must ensure that the City is an additional insured on insurance required from subcontractors.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Activity, the Licensee must provide 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.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Activity, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. 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.

e) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, such as excavation or test pits, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Activity 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 this 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.

f) Property

The Licensee is responsible for all loss or damage to City property at full replacement cost that results from the Activity.

The Licensee is responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Licensee ("**Personal Property**").

**B. ADDITIONAL REQUIREMENTS**

The Licensee must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Assets, Information & Services, 30 N. LaSalle, Room 300, Chicago, IL 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. The Licensee must submit evidence of insurance on an Insurance Certificate Form prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Licensee (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee shall advise all insurers of the

Agreement provisions regarding insurance and the nature of its use of the Property. Non-conforming insurance does not relieve Licensee 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 order Licensee to cease all activities on the Property until proper evidence of insurance is provided, or the Agreement may be terminated.

The Licensee must provide 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 Licensee.

Licensee 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 Licensee in no way limit the Licensee'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 the Licensee 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 the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Licensee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Licensee must require all subcontractors to provide the insurance required herein, or Licensee may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement. Licensee must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Licensee or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

The City of Chicago is not responsible to provide insurance or security for the Property, or any vehicles, materials, equipment other personal property of Licensee or any of its contractors, subcontractors or other agents related to or in connection with the activity of Agreement.

9. **Reports.** Licensee agrees to promptly deliver to the City copies of all reports, surveys, field data, correspondence and analytical results prepared by or for Licensee regarding the condition of the Property if such documentation is prepared as part of the Activity. The City shall have the right to review in advance and approve all documents that will be submitted to the Illinois Environmental Protection Agency ("IEPA") under the Site Remediation Program ("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 (collectively, the "SRP Documents") and any changes thereto, and the Licensee's estimate of the cost to perform remediation work. Upon completion, reports should be sent ONLY ELECTRONICALLY to EHS at AIS\_EHS\_Notifications@cityofchicago.org. Licensee agrees to provide a reliance letter naming the City of Chicago as an authorized user any reports generated by Licensee in connection with the Activity.

10. **Phase I ESA Requirements.** Phase I ESAs must be in conformance with the current standard adopted by the United States Environmental Protection Agency's All Appropriate Inquiry ("AAI"), currently ASTM E- 1527-13. Depending on when the actual acquisition will occur, a Phase I ESA update may be required to meet the standard's continued viability requirements and AAI requirements. Licensee must provide EHS with an owner questionnaire and EHS will provide Licensee with the completed questionnaire. Applicable environmental records maintained by EHS will be provided to the Licensee with the completed owner questionnaire.

11. **Requirements for Phase II ESAs and Geotechnical Investigations.** The following provisions apply when the approved SOW includes a Phase II ESA or Geotechnical Investigation:

- a. **Sampling Plan Approval.** Prior to conducting any sampling, the Licensee must submit a sampling plan as part of the SOW to EHS for review and approval. At a minimum, the sampling plan must identify the location, depth, number, and types of sampling and/or test pits to be conducted. Any subsequent investigations, including but not limited to soil or groundwater sampling that is included in a supplemental scope of work, shall not commence until the SOW is approved by EHS. EHS reserves the right to reject any sampling results obtained from work that was not included in the approved SOW and require resampling. Any required resampling will be at the sole cost and expense of the Licensee.
- b. **Proper Abandonment.** Unless otherwise approved by the City, all soil boring and/or monitoring wells installed must be properly abandoned within the Term of the Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).
- c. **Waste Disposal.** Investigation-derived waste ("Waste") generated from sampling conducted as part of the Activity that cannot be returned to the borehole, such as Waste exhibiting visual or olfactory signs of contamination, shall be disposed of no later than forty-five (45) days of generation in full accordance with all applicable laws and regulations. Licensee and its Agents are responsible for selecting and utilizing only properly permitted and legally authorized disposal facilities ("**Disposal Facilities**"). City shall have the right to review the testing results and approve of the Disposal Facilities to be utilized by Licensee and any of its Agents, but Licensee shall not be entitled to rely upon the City's approval of any of the Disposal Facilities. Licensee shall provide to City, upon written request, all documentation associated with the disposal of the Waste (such as but not limited to generator profile, manifests, etc.). Furthermore, for all Disposal Facilities utilized by Licensee for the disposal of said Waste, Licensee shall provide City with copies of any records possessed by Licensee pertaining to a change of status or notice of violation(s) for such Disposal Facilities.
- d. **Underground Storage Tank Impacts.** If Licensee or its Agent, while conducting the Activity, penetrates an underground storage tank ("**UST**") that results in a release, then Licensee must stop work immediately and contact EHS Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org. Licensee shall be responsible for removal of the UST, reporting the incident to the Illinois Emergency Management Agency ("**IEMA**"), associated Illinois Environmental Protection Agency ("**IEPA**") reporting, and remediation of the site in accordance with IEPA Leaking Underground Storage Tank

("LUST") regulations.

- e. **Test Pits.** Test Pits are prohibited unless specifically approved by AIS as part of the approved SOW. If test pits are approved and Licensee or its Agent damages a UST or discovers a LUST during test pit excavation, then Licensee must stop work immediately and contact EHS Deputy Commissioner at 312-744-9139 and [kimberly.worthington@cityofchicago.org](mailto:kimberly.worthington@cityofchicago.org). Licensee shall be responsible for addressing the damaged UST or LUST to comply with LUST regulations which may require removal of the UST, remediation of the site, reporting the incident to IEMA, associated IEPA reporting, and laboratory analysis.
- f. **Boreholes Exceeding 30 Feet.** If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole using a 4-gas meter. If gas levels exceed the warning level of 10-20% of Lower Explosive Limit ("LEL"), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue. Any bore holes created as a part of the Activity must be monitored from time to time until it is backfilled.
- g. **OUC Approval.** The Chicago Department of Transportation, Office of Underground Coordination (OUC), reviews and approves construction work in or adjacent to the public right-of-way, including large projects with deep excavations and penetrations, to protect subsurface infrastructure from damage. For soil borings or other penetrations greater than 12 feet below existing grade, Licensee is required to obtain OUC approval before commencing work.

12. **Properties Improved with Buildings.** When the Property is improved with a building, Licensee agrees to comply with the following requirements:

- a. **Disturbance of Known or Potential ACM Prohibited.** Asbestos-containing materials ("ACM") and lead-based paint ("LBP") are assumed to be present in the building and must not be disturbed. The Activity must be performed in accordance with Illinois Department of Public Health, Chicago Department of Public Health and Occupational Safety and Health Administration ("OSHA") requirements, along with all other applicable regulations. In the event of an unplanned disturbance to suspected or known ACM and/or LBP, the Licensee must stop work and immediately notify EHS Deputy Commissioner at 312-744-9139 and [kimberly.worthington@cityofchicago.org](mailto:kimberly.worthington@cityofchicago.org).
- b. **ACM/LBP Survey.** ACM and LBP are assumed to be present in the building and must not be disturbed unless such disturbance is included in the SOW approved by EHS. When such disturbance is approved, it shall be limited to conducting a survey to inspect, analyze and determine the condition of suspected ACM and LBP (collectively, "Survey"). The Survey must be conducted by a licensed and trained asbestos and lead inspector and the results submitted ONLY ELECTRONICALLY to the Chicago Department of Assets, Information and Services (AIS), Bureau of Environment, Health and Safety (EHS) at [AIS\\_EHS\\_Notifications@cityofchicago.org](mailto:AIS_EHS_Notifications@cityofchicago.org) after completion.

- c. ACM Management/Abatement Plan. A plan for management and/or abatement of any ACM and/or LBP that will be handled or disturbed must be prepared as a separate SOW and submitted ONLY ELECTRONICALLY to EHS at AIS\_EHS\_Notifications@cityofchicago.org for review and approval prior to the SOW being included as part of the Activity. All work must be performed in accordance with Illinois Department of Public Health, Chicago Department of Public Health and OSHA requirements, along with all other applicable regulations. In the event of an unplanned disturbance to suspected or known ACM and/or LBP, the Licensee must stop work and immediately notify EHS.
- d. ACM Permits and Approvals. When the approved SOW includes abatement of ACM or LBP, Licensee shall provide copies of all required permits and approvals to EHS prior to conducting abatement activities. Licensee shall provide the following submittals ONLY ELECTRONICALLY to EHS at AIS\_EHS\_Notifications@cityofchicago.org (5) days prior to the start of the Activity:
- i. Required IEPA and/or IDPH Notifications
  - ii. Product/materials data sheets (SDS)
  - iii. Copy of asbestos contractor's license and insurance
  - iv. Copy of asbestos supervisor's license and accreditations certifications
  - v. Copy of each asbestos worker's license and accreditation certifications
  - vi. Copy of State and/or local license for waste hauler(s)
  - vii. Name and address of landfill where asbestos-containing waste materials are to be disposed. Include contact person and telephone number.
- e. ACM Reports. Licensee shall provide a formal Asbestos Removal Completion Report ONLY ELECTRONICALLY to EHS at AIS\_EHS\_Notifications@cityofchicago.org within 30 days of completion of the Activity. The Report shall describe the Activity completed and regulatory requirements followed. The Report must also include at a minimum:
- i. Asbestos Supervisor's handwritten daily job progress reports
  - ii. Generator's copy of signed disposal receipts/manifests
  - iii. Results of air clearance testing

13. Inspection and Work. Licensee agrees to carefully inspect, or cause its Agents to carefully inspect, the Property prior to commencing any activities on the Property to ensure that such activities will not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. Licensee and its Agents shall take all reasonable safety precautions to ensure that the Activity will not pose a danger to the public or have a negative impact on the neighboring community, including, without limitation, adequately securing the Property throughout the Term. Licensee and its Agents shall perform the Activity in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws. Licensee and its Agents shall keep the Property and any adjoining sidewalks and streets free of debris and materials and generally in a clean and safe condition throughout the Term. Licensee and its Agents shall limit their activities to those reasonably necessary to perform the Activity. The City reserves the right to inspect the Activity throughout the Term.

14. Health and Safety Procedures for Potentially Contaminated Properties. Soil and/or groundwater may present at the Property in concentrations that exceed one or more of the Illinois Environmental Protection Agency's Construction Worker, Residential/Commercial/Industrial Tiered

Approach to Corrective Action Objectives (TACO) Tier 1 objectives. Licensee must implement appropriate health and safety procedures.

15. **No Soil or Ground Disturbance.** Soil and/or groundwater may be present at the site in concentrations that exceed one or more of the Illinois Environmental Protection Agency's Residential and/or Commercial/Industrial Tiered Approach to Corrective Action Objectives (TACO) Tier 1 objectives. Urban fill is typically present throughout the entire City of Chicago and therefore may be present at the site. Typical urban fill materials contain elevated concentrations of polynuclear aromatic hydrocarbons and metals and may include building demolition debris contaminated with lead and/or asbestos. Disturbance of the ground surface or soil is not permitted unless included in the SOW that is approved by EHS. If such ground or soil disturbance is included in the approved SOW, the Activity involves subsurface work and/or will result in contact with soil and/or groundwater, appropriate health and safety procedures must be implemented. Neither Licensee nor its Agents shall conduct any activity on the Property that may in any manner injure the health, safety and welfare of the public, diminish the value of the Property, interfere with City operations, or violate any Laws, including, without limitation, any Environmental Laws (as hereinafter defined).

16. **Spills.** If Licensee causes a spill or release of a Hazardous Substance or Other Regulated Material during the Activity, then Licensee must stop work immediately and contact AIS Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org. Licensee shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

17. **Hazardous Substances and Other Regulated Material.** Licensee shall not use or store any Hazardous Substances (defined below) on the Property unless otherwise approved by AIS. Licensee shall promptly notify the City if Licensee discovers any Hazardous Substances or Other Regulated Material on the Property. As used in this Agreement, the term "Hazardous Substances" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, 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.

18. **Obligation to Restore the Property.** Upon completion of the Activity, Licensee shall promptly restore the Property to the condition or better existing as of the Effective Date, and shall remove all Personal Property, trash, wastes and debris placed on the Property by Licensee or its Agents. Licensee shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws (as hereinafter defined). Any Personal Property, trash or debris left by Licensee on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Licensee agrees to pay for any removal or disposal costs the City may incur. The City shall be reimbursed for all sums it pays in connection with this Agreement. Such reimbursement shall occur within fifteen (15) days of such City payment, with interest accruing from the date of such City payment at the rate of 12% per annum. Licensee shall be responsible for any damage to the Property or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or

omissions of Licensee or its Agents, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions.

19. **No Liens.** Licensee shall not cause or permit any lien or encumbrance, whether created by act of Licensee or its Agents, operation of law or otherwise, to attach to or be placed upon the City's title or interest in the Property. In case of any such lien attaching, Licensee shall immediately pay and remove such lien. If Licensee fails to pay and remove any lien, the City, at the City's election, may, but is not obligated to, pay and satisfy same, and all sums so paid by the City shall be reimbursed by Licensee within fifteen (15) days of such payment with interest from the date of payment at the rate of 12% per annum.

20. **No Representations or Warranties; Release of City Parties.** The City makes no warranties or representations, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Licensee, on behalf of itself and its Agents, agrees to enter upon the Property in the Property's "as is," "where is" and "with all faults" condition and at the Licensee's own risk. Licensee, on behalf of itself and its Agents, acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or any of the City Parties with respect thereto. Licensee, on behalf of itself and its Agents, hereby releases, relinquishes and forever discharges the City and all City Parties from and against any and all Claims that Licensee or any of its Agents now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, (a) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances (as hereafter defined) in, on, under or about the Property, (b) the condition of title to the Property, including, without limitation, any easements, encroachments, covenants, restrictions of record and not shown of record, and any other title defects; and (c) any entry upon or use of the Property by or on behalf of Licensee or its Agents.

21. **Right to Terminate.** Notwithstanding anything to the contrary contained herein, either party may terminate this Agreement for any reason upon prior written notice of at least five (5) days to the other party. In addition, in the event of any breach of this Agreement by Licensee the City shall have the right to order Licensee to immediately cease all activities on the Property and to immediately vacate the Property until such breach is cured or the City may immediately terminate this Agreement and pursue any and all remedies available at law or in equity. The City also reserves the right to terminate this Agreement at any time if Licensee's use of the Property interferes with the City's use of the Property or with any other municipal purpose or interest, as determined by the City in its sole discretion.

22. **Amendment.** This Agreement may not be amended, extended or modified without the written consent of the parties hereto.

23. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

24. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

25. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

26. **No Other Rights.** This Agreement does not give Licensee any other right with respect to the Property, including, but not limited to, closure of streets, sidewalks or other public thoroughfares. Any rights not specifically granted to Licensee by and through this Agreement are reserved exclusively to the City.

27. **No Further City Obligations.** The execution of this Agreement does not obligate the City or the City Parties to provide Licensee or Licensee's Agents with any other assistance. Without limiting the generality of the foregoing, the City shall not provide any security, maintenance, or custodial services to the Property.

28. **Security; Full Liability.** Licensee assumes all legal and financial responsibility and liability for any and all uses of the Property by Licensee, its Agents, and any other person or persons entering the Property during the Term or upon the expiration of the Term where Licensee continues to access the Property. Licensee shall be responsible for properly securing and safeguarding the Property and all Personal Property during the Term, and shall be liable for failing to so secure and safeguard the Property and Personal Property. Licensee acknowledges that the City has no security responsibilities with respect to the Property or Personal Property under this Agreement. This Section 22 shall survive the expiration or earlier termination of this Agreement.

29. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

30. **No Alcohol or Drugs.** Licensee agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Property by Licensee or its Agents.

31. **Coordination and Oversight.** Licensee acknowledges that the City may require coordination with the Department of Assets, Information & Services, which coordination may be necessary due to existing facilities, operations or other particular circumstances. Licensee acknowledges that any assistance or oversight provided by the City with respect to the Activity shall be provided at the City's sole and exclusive discretion and convenience.

32. **City Use Paramount.** Licensee shall refrain from undertaking any activities that interfere with the City's use of the Property as determined by the City in its sole discretion. The City reserves the right to terminate Licensee's use of the Property at any time in the event such use interferes with the City's use of the Property or with any other municipal purpose or interest in the City's sole discretion.

33. **Time is of the Essence.** Time is of the essence for all obligations and deadlines contained in this Agreement.

34. **Assignment.** This Agreement may not be assigned by Licensee.

35. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

36. **Non-Discrimination.** Licensee shall not discriminate against any person in connection with its use of the Property 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.

37. **Severability.** If any provision of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, it shall not affect the enforceability of any other provision.

38. **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws principles. Licensee waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located.

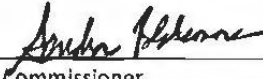
39. **Licensee's Authority.** Licensee represents, warrants and covenants that it is duly organized, validly existing and qualified to do business in Illinois; that it has the right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the person signing this Agreement on behalf of Licensee has the authority to do so; and that this Agreement shall be binding upon and enforceable against Licensee in accordance with its terms.

39. **Scope of Work.** In the event of a conflict between the terms of this Agreement and Licensee's scope of work, if applicable, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY:**

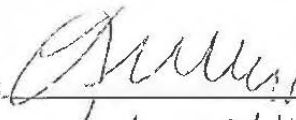
**CITY OF CHICAGO,**  
an Illinois municipal corporation and home rule unit of government

By:   
Commissioner  
Department of Assets, Information & Services

**LICENSEE:**

By signing below, Licensee acknowledges that the City will reject any sampling results obtained from work that was not included in an approved SOW and resampling will be required. Any required resampling will be at the sole cost and expense of the Licensee.

West Pullman Development Partners, LLC

By:   
Print Name: Leon Walker  
Title: Managing Principal

[(Sub)Exhibit "B" attached to this Right-of-Entry Agreement  
printed on page 9590 of this *Journal*.]

(Sub)Exhibits "A", "C" and "D" attached to this Right-of-Entry Agreement read as follows:

(Sub)Exhibit "A".  
(To Right-Of-Entry Agreement)

Scope Of Work.



2753 W. 31st Street | Chicago, IL 60608

Tel: 773-722-9200 | Fax: 773-722-9201 | [pioneerEES.com](http://pioneerEES.com)

March 10, 2023

ARCO/Murray  
3110 Woodcreek Drive  
Downers Grove, IL 60515  
Attn: Leah George

Re: Geotechnical Investigation Proposal  
1000 W 120th Street  
Chicago, Illinois  
Pioneer Proposal No. 19415

Dear Ms. George:

Pioneer Engineering & Environmental Services, LLC (Pioneer) is pleased to submit this proposal to provide Geotechnical Investigation Services for the proposed warehouse to be located at the above-captioned site. The purpose of the investigation is to provide information on the soil and groundwater conditions at the site in support of foundation design and construction. Presented below is our understanding of the project information, a proposed scope of service with lump sum fee, and our anticipated schedule to complete the work.

#### PROJECT INFORMATION

The Project Site consists of two (2) parcels and is rectangular-shaped located at 1000 W. 120th Street in Chicago, Illinois. The property has dimensions of approximately 1365 feet (East-West) by 570 feet (North-South). The Site is bound to the north by W. 119th Street, to the south by W. 120th Street, to the east by S. Morgan Street, and to the west by a 1-story light-industrial building. The subject property is currently vacant; however, remnants of previous construction (i.e. concrete slabs, access roads, etc.) remain on the site.

Current plans include constructing an approximate 413,400 +/- square foot warehouse building in the central part of the property. Exterior docks are planned along southern building line. Vehicle parking will be provided along the perimeter of the building, and four (4) stormwater detention ponds will be constructed in each corner of the site. No other information (i.e. site grading, finished floor elevations, etc.) has been provided at this time.

#### SCOPE OF WORK

Based on the proposed redevelopment plans and geotechnical testing previously completed by Pioneer at 1024 W. 119th Street, Pioneer proposes to perform seven (7) soil borings to a depth of 25 feet and seven (7) soil borings to a depth of 30 feet in the area of the proposed building; four (4) soil borings to a depth of 15 feet (one in each of the proposed stormwater detention ponds); and three (3) soil borings in the pavement areas of the site to a depth of 10 feet. Additionally, a groundwater level piezometer will be installed in each of the four proposed detention pond borings to allow for measurement of long-term groundwater levels. The following is the proposed scope of work.

- 1) Pioneer will notify the joint utility locator service (i.e. JULIE/DIGGER) for public utility identification prior to performing field-sampling activities. Any information on private or site-specific utilities at the property should be given to Pioneer prior to any drilling activities.

Geotechnical Investigation Proposal  
1000 W. 120th Street  
Chicago, Illinois  
Pioneer Proposal No. 19415  
March 10, 2023



- 2) The boring locations will be laid out with a GPS device using coordinates obtained from Google Earth.
- 3) The field work will include the following:
  - The borings will be made with an ATV-mounted drill rig using hollow stem augers to advance the borehole. Samples will be taken at 2.5-foot intervals using the split-barrel sampling procedures in accordance with ASTM D-1586 to a depth of 15 feet and at 5-foot intervals thereafter.
  - Soil samples will be retrieved in the field by a Pioneer Field Technician and logged/classified according to their predominant geological characteristics. In addition, the groundwater level will be measured during and after completion of borings.
  - Four (4) 1-inch diameter PVC piezometers will be installed in four (4) borings upon completion of the drilling. The piezometers will remain in place for a period of several weeks for long-term groundwater measurements.
  - Vane Shear tests will be performed in soft clay, if encountered, to assist with bearing capacity and settlement calculations.
  - After completion of sampling activity, the soil borings will be backfilled with soil cuttings. Pioneer will attempt to minimize damage to the ground surface, but no restoration other than backfilling the soil boring is included. Even though the boring's backfill will be compacted, some settlement may occur due to the dead weight of the soil.
  - This proposal assumes extra soil cuttings, if generated, will remain on site after the boreholes are backfilled.
- 4) After the fieldwork is completed, all soil samples will be analyzed in the laboratory for moisture content. Cohesive soil samples will be tested for unconfined compressive strength and/or dry density. Soil samples will be retained for 30 days after the geotechnical report is submitted, unless otherwise notified by the Client.
- 5) At the conclusion of Pioneer's field and laboratory work, the data will be analyzed by an experienced geotechnical engineer and a report of conclusions and recommendations will be prepared. The report will include the following:
  - A summary of field activities and laboratory test procedures.
  - Results of testing conducted and our conclusions.
  - Recommendations regarding the design and construction of the foundation system including allowable bearing pressures and estimated settlement.
  - Recommended construction procedures.

#### SCHEDULE & FEES

Based on our understanding of the project requirements, we will provide Geotechnical Investigation Services as described in this proposal for a lump sum fee of **\$18,950.00**. Please allow approximately 3-4 weeks for final project completion from the date of signed proposal acceptance.

Please note that any additional drilling and/or testing, if required, will be done only if approved in advance by the Client. If conditions are encountered which warrant expanding the project scope, we will revise our lump sum fee and notify your office for your prior approval.

Geotechnical Investigation Proposal  
1000 W. 120th Street  
Chicago, Illinois  
Pioneer Proposal No. 19415  
March 10, 2023



The following additional list of terms and conditions are incorporated into the General Terms and Conditions attached to this proposal.

- Pioneer will use all commercially reasonable means to identify all utilities, including public utility identification services (such as JULIE/DIGGER) but shall not be responsible to the extent damage occurs to utilities not revealed by the owner or through such locator services unless caused by Pioneer's negligence.
- Additional time spent attempting to penetrate subsurface obstructions (buried or surficial concrete, boulders, etc.) will be billed at \$150.00/hr.
- Pioneer will attempt to minimize but will not be responsible for surface damage, if any, incurred as a result of the proposed drilling.
- After submittal of our final report Pioneer is available to provide calculations, and review recommendations and confer with the design team as additional project design and specification information is available. These services are beyond the scope of this proposal, and would be invoiced on a unit rate basis.
- A PDF copy of the geotechnical report will be provided to the Client. Pioneer understands that the Client may reproduce Pioneer's Geotechnical Services Report without modifications for distribution in connection with the proposed development.

#### AUTHORIZATION

To authorize us to proceed with the proposed exploration, please sign the attached Acceptance of Proposal and General Terms and Conditions form and return the copy to us. Any exceptions to this proposal or special requirements not covered in the proposal should be indicated on the Acceptance form. Please note that the General Terms and Conditions are part of this proposal. Upon our receipt of one executed copy of the attached Acceptance form, Pioneer will schedule and complete the project.

#### CLOSING

We appreciate the opportunity to provide this proposal for Geotechnical Investigation Services for this project. We are committed to providing the expertise you require for successful and timely completion of this project. If you have any questions concerning these services or require adjustments to our approach or schedule, please contact us.

Sincerely,  
*Pioneer Engineering & Environmental Services, LLC*

A handwritten signature in black ink, appearing to read "M. Chipko".

Matthew J. Chipko, P.E.  
Geotechnical Engineer

A handwritten signature in black ink, appearing to read "Jeffrey McClelland".

Jeffrey McClelland, P.E.  
Principal Engineer

Enclosures:      Acceptance of Proposal and General Terms and Conditions  
                         Proposed Boring Location Diagram  
                         General Terms and Conditions

(Sub)Exhibit "B".  
(To Right-Of-Entry Agreement)

Aerial Photo.



(Sub)Exhibit "C".  
(To Right-Of-Entry Agreement)

Acceptance Of Proposal And General Terms And Conditions.

Pioneer Engineering & Environmental Services, LLC

**Acceptance of Proposal and General Terms and Conditions  
by and between Client and Pioneer Engineering & Environmental Services, LLC ("Pioneer")**

Client, by its authorized representative, hereby acknowledges that the attached proposal and General Terms and Conditions, together constitute the entire agreement ("Agreement") between Client and Pioneer.  
The Agreement may not be supplemented, modified, superseded or otherwise altered, by any terms or conditions contained in any purchase order, requisition, notice of authorization to proceed, pre-printed form or other document of Client.

**PROPOSAL NO.:** 19415 **DATED:** 03/10/2023  
**REGARDING SERVICES PROVIDED:** Geotechnical Investigations

<b>CLIENT</b>	<b>SITE LOCATION</b>
ARCO Murray National Construction Company, Inc.	1000 W. 120th Street
3110 Woodcreek Drive	Chicago, Illinois 60643
Downers Grove, IL 60515	

<b>Proposal Accepted By Client Representative:</b>	<b>Property Owner Identification:</b>
Name: <u>Robert Rose</u>	Company: <u>West Pullman Development Partners, LLC</u>
Title: <u>Project Lead</u>	Street Address: <u>77 West Washington St., Suite 405</u>
Signature: _____	City/State/Zip: <u>Chicago, IL 60602</u>
Date: <u>03/23/2023</u>	Attention: <u>Leon I. Walker, Esq</u>
	Phone: <u>773-721-3400 ext 11</u>
	Email: <u>walker@d3realty.com</u>

**Invoices for Payment May Be Sent To:**

Company: <u>West Pullman Development Partners, LLC</u>	<b>Payment Terms:</b> Net Due Upon Receipt
Street Address: <u>77 West Washington St., Suite 405</u>	<b>Estimated Total:</b> \$18,949.50
City/State/Zip: <u>Chicago, IL 60602</u>	<b>Required Advance Payment:</b> \$0.00
Attention: <u>Accounting</u>	
Phone: <u>773-721-3400 ext 14</u>	
Email: <u>accounting@d3realty.com</u>	

**Special Instructions:**  
DL3 Addendum must be executed as part of this agreement  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PIONEER ENGINEERING & ENVIRONMENTAL SERVICES, LLC**  
**GENERAL TERMS AND CONDITIONS**

WHEREAS the below-signed client ("Client") wishes to retain the engineering and environmental services of Pioneer Engineering & Environmental Services, LLC ("Pioneer"), the parties hereby set forth in this agreement ("Agreement") the services to be rendered and the general terms and conditions relating to those services:

**1. PROPOSAL PROCESS**

Pioneer will, as it deems necessary, evaluate the subject property or properties, consult with client, and consult with other third parties, in order to create written proposal setting out the specific work it intends to perform. Client will then review the proposal and sign said proposal if it accepts the same and then return it to Pioneer. Pioneer will not commence any work until it receives a signed and accepted proposal from Client.

**2. ESTIMATES OF COST**

Pioneer's estimates of probable total costs as set forth in any project proposal provided as part of the services rendered pursuant to this Agreement, are made on the basis of Pioneer's knowledge, experience and judgment as an experienced and qualified professional familiar with the environmental consulting and engineering industry. Costs may vary from cost estimates as established in project proposals, bids or other projected project costs as established by Pioneer, and Client agrees to pay any and all final costs of any project even if those costs are not identical to the estimates contained in a proposal.

**3. CHANGES TO THE SERVICES**

Client may direct changes to the services to be provided pursuant to a proposal. Upon notification of such direction, Pioneer shall prepare an estimate of the additional or reduced cost and time required, if any, to perform the change. Upon mutual agreement, Pioneer shall perform the change at a schedule and price in accordance with the agreed upon change estimate.

**4. INCORPORATION OF TERMS & CONDITIONS**

All proposals and estimates submitted by Pioneer to Client following the execution of this Agreement shall incorporate the terms and conditions of this Agreement even if said proposal or estimate makes no specific reference to this Agreement.

**5. ACCESS TO PROPERTY**

Client shall provide Pioneer and its agents and their equipment access to the project site(s) at such times as may reasonably be required by Pioneer. Client hereby warrants and represents that it has full and absolute right and authority to permit Pioneer on the subject property to perform the services set forth in this Agreement and in any subsequent proposal.

**6. INFORMATION ABOUT PROPERTY**

Client shall provide Pioneer with all information that may be reasonably available to Client regarding the project site and the services to be performed pursuant to this Agreement, including any and all information regarding hazardous materials and hazardous conditions at the project site.

**7. SAMPLING OR TEST LOCATION**

Unless otherwise stated, the fees in a proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions and depths of elevations should be considered as approximations unless otherwise stated. If Client specifies the test or boring location, Pioneer reserves the right to deviate a reasonable distance from the location specified. Pioneer reserves the right to terminate this Agreement if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Pioneer prior to submitting a proposal. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work will be charged for at the appropriate rates in the fee schedule.

**8. FAILURE TO ENCOUNTER HAZARDOUS MATERIALS**

Client understands and acknowledges that failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the site. Furthermore, a non-contaminated site may later become contaminated. Accordingly, Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any direct or indirect claims or liability for injury or loss, including

attorney fees and costs, arising from Pioneer's failure to detect the presence of hazardous materials, unless, and only to the extent that, the failure to disclose hazardous materials was due to Pioneer's negligence. Client also agrees to compensate Pioneer for any expenses incurred by Pioneer in defending against any claims relating to the subject matter of this paragraph, including: court costs and filing fees, court reporter and deposition costs and fees, consultant and expert costs and fees, and attorney costs and fees.

**9. VARYING ENVIRONMENTAL CONDITIONS**

Client recognizes that subsurface conditions, including subsurface contamination, may vary from those encountered at the locations where the borings, monitoring wells, surveys, or explorations are made by Pioneer and that the data interpretations and recommendations of Pioneer's personnel are based solely on the information available to them. Pioneer shall not be responsible for the interpretation by others of the information developed pursuant to a proposal.

**10. CHANGED CONDITIONS**

During the performance of services pursuant to this Agreement, Pioneer shall advise the Client, as soon as practically possible, about any Changed Conditions (as hereinafter defined). Changed Conditions shall include the discovery of any hazardous waste or substance, underground obstruction, underground utilities or other latent obstruction to the performance of Pioneer's services that were not the subject of the services defined in any project proposal. If practicable, Pioneer shall prepare an estimate of the additional time and cost required to respond to the Changed Condition. If Client is unwilling to accept the terms of this estimate, Pioneer shall have an absolute right to terminate this Agreement and the Client will remunerate Pioneer for services rendered and costs incurred up to the time of termination, as well as those associated with termination. If Pioneer is unable to practically advise Client of the Changed Conditions prior to responding to them, Pioneer may, at its sole option, continue with the services and Client shall be responsible for any additional costs and expenses incurred by Pioneer.

**11. AQUIFER CONTAMINATION**

Client waives any claim against Pioneer, and agrees to defend, indemnify and save Pioneer harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling and sampling unless due to Pioneer's negligence. Client also agrees to compensate Pioneer for any expenses incurred by Pioneer in defending against any claims relating to the subject matter of this paragraph, including: court costs and filing fees, court reporter and deposition costs and fees, consultant and expert costs and fees, and attorney costs and fees. Client further agrees to compensate Pioneer for costs, time and expenses that may be necessary for remedial action required due to aquifer contamination unless said contamination is due to Pioneer's negligence.

**12. SITE WORK**

Pioneer will take all reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing of fences, drilling through pavements, etc. will not be restored unless otherwise stated in this Agreement.

**13. UTILITIES**

In the execution of any subsurface exploration Pioneer will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. However, Pioneer shall not be responsible for any damage to utilities not identified by Client or the utility identification services (such as 'JULIE'). The Client agrees to indemnify and hold Pioneer harmless for any damages to subterranean structures which are not called to Pioneer's attention or correctly shown on the plans furnished, and Client agrees to compensate Pioneer for any expenses incurred by Pioneer in defending against any claims relating to this matter, including: court costs and filing fees, court reporter and deposition costs and fees, consultant and expert costs and fees, and attorney costs and fees.

**14. PAYMENT TERMS**

Invoices shall be submitted to Client either on a lump sum or time and materials basis, whichever is provided for in this Agreement or in any proposal or estimate tendered following this Agreement. If any project proposal provides for a lump sum payment, Pioneer may require a percentage of the lump sum price upon the authorization of any project proposal associated with this Agreement. Pioneer will

**PIONEER ENGINEERING & ENVIRONMENTAL SERVICES, LLC**  
**GENERAL TERMS AND CONDITIONS**

submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Pioneer shall furnish insurance certificates, lien waivers, affidavits or other available documents as reasonably requested by Client, provided all amounts due Pioneer have been paid in full.

Unless otherwise provided for in this Agreement, payment is due within 30 days of the earlier of (i) receipt by Client of the project report(s), or (ii) receipt by Client of Pioneer's invoice. Client shall make timely payments in accordance with the terms of this Agreement. In the event Client objects to a Pioneer invoice, or any portion thereof, Client shall provide Pioneer with a clear written statement setting forth said objection within fifteen (15) days after receipt of the invoice. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted. Client agrees to pay an interest rate of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any and all attorney's fees, collection fees or other costs incurred in collecting any delinquent account shall be paid by the Client. Where applicable, Client agrees to pay Pioneer for its services in accordance with the provisions of this Agreement, regardless of whether or not Client has been paid by its client. Site cleanup costs will be billed as portions of the cleanup are completed. Pioneer's standard policy is to establish an escrow account in the amount of the estimated cleanup cost. Pioneer will draw payments from the account as portions of the project are completed.

**15. DELAYS IN WORK**

Pioneer will not be responsible for, and Client recognizes that additional charges may result from, conditions and delays in work due to causes beyond Pioneer's control, including but not limited to: fires, strikes, riots, explosions, adverse weather conditions, unavoidable casualties, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, court orders, or acts, orders or regulations of any governmental agency. Pioneer will not be responsible for delays in the work caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in any project proposal or other mutually agreed upon document.

**16. LIMITATION OF DAMAGES**

Client agrees that the damages recoverable from Pioneer (1) for any negligence, error, omission, design defect, breach of contract, or (2) for any cause of action arising out of or relating to the services provided by Pioneer to Client, or (3) for any indemnification provided for under the terms of this contract, shall be limited to the amount of the fee actually paid by Client to Pioneer or \$50,000.00, whichever is greater. In addition, damages shall only be assessed against Pioneer in proportion to its share of fault.

In no event shall Pioneer be liable for any incidental or consequential damages, including, but not limited to, damages due to delay or lost profit or loss of use.

Client agrees that any claim alleging damages arising out of the materials or services provided pursuant to a proposal submitted in connection with this Agreement must be brought within 1 year of the date that Pioneer provided said materials or services. If said claim is not brought within this time frame, then it shall be waived and forever barred.

**17. FAILURE TO FOLLOW RECOMMENDATIONS**

Client waives any claim against Pioneer, and agrees to defend, indemnify and hold Pioneer harmless from any claim or liability for injury or loss that results from failure to implement Pioneer's recommendations, or from implementation of Pioneer's recommendations in a manner that is not in strict accordance with them. Client also agrees to compensate Pioneer for any expenses incurred by Pioneer in defending against any claims relating to the subject matter of this paragraph, including: court costs and filing fees, court reporter and deposition costs and fees, consultant and expert costs and fees, and attorney costs and fees.

**18. EXTENSION OF INDEMNIFICATION**

For good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the limitations set forth in this agreement, Pioneer and Client agree to indemnify and to hold each other harmless

against any and all losses, damages and expenses, including attorney's fees court costs and fees, court reporter and deposition costs and fees, expert and consulting costs and fees and exhibit costs, for injuries to property, injuries or death to persons, and any other liability incurred to the extent that, and in proportion for which, any such losses, damages, expenses and costs are due to or result from the negligent acts or omissions of the other in connection with the services provided under this agreement. However, in no event shall Pioneer's indemnification liability exceed the Limitation of Damages set forth in Paragraph 16 of this Agreement.

The obligation to so indemnify is expressly contingent upon the party seeking indemnification to notify the other party, in writing, within thirty (30) calendar days after they knew or reasonably should have known, of any claim, complaint, potential cause of action or proceeding. Failure to provide timely notification shall relieve the other of its obligation to so indemnify.

The parties agree not to settle or compromise any claim or cause of action for which indemnification is sought without the written permission of the other, which permission shall not be unreasonably withheld.

This indemnity obligation shall terminate one (1) year following the completion or expiration of this Agreement.

**19. INSURANCE & GENERAL LIABILITY**

Pioneer represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Pioneer has such coverage under public liability and property damage insurance policies which Pioneer deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested by Client, will be obtained by Pioneer (if procurable) and charged to the Client at cost plus 15%. Pioneer shall not be responsible for any loss, damage or liability arising from acts by Client, its agents, staff and other consultants employed by it.

**20. NO WARRANTY**

PIONEER WILL PERFORM SERVICES IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING STANDARDS AND PRACTICES APPLICABLE TO THE SERVICES. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING OR ENGINEERING SERVICES OR BY THE FURNISHING OF ORAL OR WRITTEN REPORTS.

**21. OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Pioneer, as instruments of services, shall remain the property of Pioneer. Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purposes whatsoever.

**22. INDEPENDENT CONTRACTOR STATUS**

Pioneer is an independent contractor and shall not be deemed to be an employee or agent of Client.

**23. ASSIGNMENT**

**This Agreement may not be assigned by either party without the prior written consent of the other party.**

**24. COMPLETE AGREEMENT**

This Agreement supersedes all prior agreements, written and oral, relating to the subject matter hereof. This Agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Pioneer. Client agrees that it has not relied on any oral or written representations or understandings not explicitly contained in these Terms and Conditions or the underlying agreement in contracting with Pioneer.

**25. TERMINATION**

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Pioneer shall be paid for services performed prior to the

**PIONEER ENGINEERING & ENVIRONMENTAL SERVICES, LLC**  
**GENERAL TERMS AND CONDITIONS**

termination date plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by any project proposal prepared pursuant to this Agreement, Pioneer may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Pioneer in completing such analyses, records and reports.

**26. SURVIVAL**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Pioneer shall survive the completion of services and the termination of this Agreement.

**27. ENFORCEABILITY AND SEVERABILITY**

Should any element of any project proposal prepared in connection with this Agreement be deemed in conflict with any element of this Agreement, unless this Agreement clearly voids the conflicting element in the project proposal, the wording of the project proposal shall govern. Any element of this contract later held to violate a law or regulation, or is otherwise deemed invalid or unenforceable, shall be deemed void, but all remaining provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**28. HEADINGS**

The headings used in this Agreement are intended for purposes of convenience only and do not constitute actual terms of the Agreement.

**29. CHOICE OF LAW**

This Agreement shall be governed by the law of the State of Illinois. The circuit court of Cook County in Chicago Illinois shall have sole and exclusive jurisdiction over all disputes arising out of or relating to this Agreement.

**30. ATTORNEY FEES**

The successful party in any lawsuit (or other legal proceeding, including mediation or arbitration), arising out of or related to the terms of this Agreement, may recover all litigation costs and expenses from the unsuccessful party, including but not limited to: court costs and filing fees, court reporter and deposition costs and fees, consultant and expert costs and fees, and attorney costs and fees.

(Sub)Exhibit "D".  
(To Right-Of-Entry Agreement)

Phase II Environmental Site Assessment Proposal.



March 24, 2023

Mr. Robert Rose  
West Pullman Development Partners, LLC  
77 West Washington, Suite 405  
Chicago, IL 60602

Email: [rose@d3realty.com](mailto:rose@d3realty.com)

**Re: Proposal for a Phase II Environmental Site Assessment at the Former Ingersoll Rand Industrial Site - 1000 W. 120th St., Chicago, Illinois 60185**

Dear Mr. Rose:

Roux Associates, Inc. (Roux) appreciates the opportunity to submit this proposal to West Pullman Development Partners, LLC (DL3) to perform a Phase II Environmental Site Assessment at the Former Ingersoll Rand Industrial Site located at 1000 W. 120th St., Chicago, Illinois 60185 ("Site" or "Property"). Based on the information provided by User, Roux understands that the Subject Property consists of the following permanent index numbers (PINs) and addresses:

PIN #	Associated Address	Owner
25-29-101-014-0000	11930 S Racine	Ingersoll Products Corp (or City of Chicago)
25-29-101-025-0000 (Part)	1325 W 119 <sup>th</sup> Street	Ingersoll Products Corp (or City of Chicago)
25-29-101-027-0000 (Part)	1325 W 119 <sup>th</sup> Street	Ingersoll Products Corp (or City of Chicago)
25-29-200-001-0000	1155 W 119 <sup>th</sup> Street	Ingersoll Products Corp (or City of Chicago)
25-29-200-004-0000	1021 W 119 <sup>th</sup> Street	Ingersoll Products Corp (or City of Chicago)
25-29-200-005-0000	1021 W 119 <sup>th</sup> Street	Ingersoll Products Corp (or City of Chicago)

**PROJECT BACKGROUND**

The Site includes is located in an industrial area of Chicago, Illinois that is bounded by West 119<sup>th</sup> St. to the north; South Peoria St. to the east; South 120<sup>th</sup> St. to the south; and South Ada St. and South Loomis St. to the west. Roux understands that the site is the former home of Borg-Warner and is known as the Ingersoll Site. The Ingersoll Site underwent several removal actions by the United States Environmental Protection Agency (USEPA) Superfund Technical Assessment and Response Team (START). The Site is currently vacant with several concrete slabs that were left in place after demolition activities were completed.

**PROJECT OBJECTIVE**

The principal objective of this proposed scope of work (SOW) is to provide environmental consulting support for redevelopment of the Site.

**SCOPE OF WORK**

Based on Roux's knowledge of the Site and publicly available information, Roux proposes the following SOW:

**Task 1 – Document Review and Sampling Analysis Plan (SAP)**

The history of the Site will require additional review of documentation identified during the Phase I ESA to develop a formal Sampling Analysis Plan (SAP). The long history of site investigation, remedial actions and the number of documents will likely alter the planned scope of work for the Phase II ESA.

Mr. Robert Rose  
West Pullman Development Partners, LLC  
March 24, 2023  
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### **Task 2 – Phase II ESA**

In order to assess the current Site conditions, a subsurface investigation will be necessary at the Site. The goals of the investigation are to:

1. Address RECs that may be identified in the Phase I ESA that will be completed before the Phase II ESA work plan is finalized;
2. Characterize the nature of contamination in subsurface media at the Site; and
3. Complete the investigation in a manner that is safe and minimizes impact to the Site.

The Federal On-Scene Coordinator's Reports for the 3 phases of the USEPA START removal action at the Site in 2006, 2007 and 2008 was used as a basis for developing the Phase II investigation scope of work. Approximately 250 soil borings were drilled and sampled at that time. Widespread lead and PCB contamination was documented at concentrations above IEPA Tiered Approach to Corrective Action Objectives (TACO). Stained and impacted soil and non-aqueous phase liquid was documented in the 0-11 ft. depth interval across the site. The following areas will be focused on in the Phase II ESA based on the historical operations at the Site and results of the soil samples analyses generated during the removal action:

- 8 underground storage tank (UST), trench and pit locations.
- 13 transformer rooms. PCBs detected above TSCA criteria on the floors.
- Building 1014. PCB impacted concrete floor was sealed with epoxy.
- Building 920. Impacted soil removal action at a hot location. No confirmation samples collected.
- Building 924. Impacted soil removal action and oil/sludges in basement pits. No confirmation samples collected.
- Building 912. Impacted soil removal action. No confirmation samples collected.
- Lead and PCB exceedances south of 912. No confirmation samples collected.
- Spray Pond 928. Lead and PCB impacted soil southwest of the pond.

Prior to beginning the field investigation, Roux will prepare a site-specific Health and Safety Plan (HASP) to help guide safe implementation of the investigation. The Chicago Utility Alert Network (DIGGER) will also be contacted at least 48 hours in advance of intrusive field activities to locate public utilities in the vicinity of the Site.

Roux will mobilize a private utility locator to identify potential private utility conflicts (with proposed soil boring locations) at the Site using ground-penetrating radar (GPR) and radio detection (RD) equipment. The survey will allow Roux to safely install soil borings without interfering with on-Site utilities. Roux will document the locations of detected subsurface anomalies and utilities using a handheld global positioning system (GPS) unit for future reference.

To adequately investigate the entire Site, Roux proposes to advance up to ninety-five (95) soil borings to 10 feet in depth throughout the Site to collect environmental data. Two depth intervals will be sampled for lab analysis. Additionally, Roux proposes to convert up to fifteen (15) soil borings to temporary groundwater monitoring wells to facilitate the collection of groundwater samples and evaluate groundwater flow direction. These borings will be drilled to a depth of 20 feet.

Roux's field geologist will log and characterize each soil boring and screen each soil core with a photoionization detector (PID) for the presence of volatile organic (i.e., petroleum) vapors. Roux will be prepared to collect one soil sample from 16 boring locations for laboratory analysis of the Target Compound List (TCL) for comprehensive site investigations established by the Illinois Environmental

Mr. Robert Rose  
 West Pullman Development Partners, LLC  
 March 24, 2023  
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Protection Agency, which includes volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), metals, pesticides / herbicides and pH. Soil samples from the other 79 borings will be sampled for VOCs, SVOCs, PCBs, metals and pH. Additionally, soil samples from 32 of the borings will be analyzed for Toxicity Characteristic Leaching Procedure (TCLP) lead to evaluate the potential for lead to migrate from soil into groundwater.

Roux and its drilling subcontractor will be prepared to convert up to fifteen (15) of the soil borings into temporary monitoring wells to facilitate groundwater sample collection. Fourteen (11) monitoring wells will be constructed using nominal 1-inch diameter polyvinyl chloride (PVC) well screen and riser. Four wells will be constructed using nominal 2-inch diameter PVC well screen and riser to facilitate determination of hydraulic conductivity. Up to four of the groundwater samples will be analyzed for the TCL list and the other 11 will be analyzed for VOCs, SVOCs, PCBs and metals. Roux's field geologist will use a peristaltic pump and new polyethylene tubing to draw the sample from the monitoring wells for laboratory analysis. A summary of the soil and groundwater sampling and lab analyses is provided in the following table:

<b>Soil: 95 borings</b>				
16 Borings	TCL, pH 2 depth intervals			
79 Borings	VOCs, SVOCs, metals, PCBs, pH 2 depth intervals	TCLP lead (32 of the 79 borings) 1 depth interval	TPH (24 of the 79 borings) 2 depth intervals	Organic Carbon Fraction (4 of the 79 borings) 1 depth interval
<b>Groundwater: 15 monitoring wells</b>				
4 Monitoring Wells	TCL			
11 Monitoring Wells	VOCs, SVOCs, metals, PCBs			

Soil and groundwater samples will be collected and submitted under standard chain of custody procedures for analysis by a NELAP-accredited analytical laboratory for the parameters listed above. All investigation-derived wastes (IDW) (i.e., soil cores, purged groundwater, etc.) will be containerized in 55-gallon steel drums for eventual off-Site disposal. IDW will be sampled to obtain an approved waste profile.

**Task 3 – Phase II ESA Report**

Upon receipt of the laboratory analytical data, Roux will prepare a Phase II ESA Report detailing the investigation activities. The report will outline the work performed, provide and summarize the analytical results, and include the conclusions of the investigation and recommendations. The report will include an introduction and site background, summary of the RECs (if applicable) and risk areas, the methods and procedures used to collect the samples, the methods used to analyze the samples, a comparison of the soil and groundwater results to the appropriate state regulatory cleanup levels and exceedances,

Mr. Robert Rose  
 West Pullman Development Partners, LLC  
 March 24, 2023  
 Page 4

if any, identified. The report will include text, figures, tables, boring logs, well logs, and the laboratory report.

The report will also include figures depicting the soil boring locations, photographic log of Site activities, and digitized soil boring/well logs. The scope of this investigation is intended for due diligence purposes associated with a real estate transaction and additional data collection may be warranted based on the results of the investigation to satisfy regulatory requirements.

Roux assumes that the field work can be completed in twelve 10-hour field days and that work-area or specific work time restrictions are not present.

**Task 4 – Project Management**

Roux will provide project management services which will include client communications, conference calls, coordination with subcontractors, etc.

**PROJECT SCHEDULE**

Roux will begin work on the project immediately upon receipt of authorization from DL3 and after the Phase I ESA is completed. The Roux Project Manager will provide up-to-date progress communications identifying any changes in the project schedule (not anticipated).

**ESTIMATED PROJECT COSTS**

Roux’s estimated cost to complete the proposed SOW for this project is outlined in the table below.

Work Task	Estimated Cost
Task 1 - Document Review and Sampling Analysis Plan	\$ 16,636.70
Task 2 - Phase II ESA	\$ 221,530.71
Task 3 - Phase II ESA Report	\$ 29,261.30
Task 4 - Project Management	\$ 8,840.40
<b>Total Estimated Cost</b>	<b>\$ 276,269.11</b>

Estimated project costs are based on the following cost assumptions.

1. Roux assumes 10-hour field days.
2. Roux assumes that work can be completed by a non-union driller. Use of a union driller has the potential to significantly increase drilling costs. If this is required, Roux can amend our proposal as necessary.
3. Roux’s cost estimate assumes standard turn-around time for laboratory sample analysis.
4. Roux’s estimate does not include investigation derived waste disposal. Characterization is included and disposal costs can be determined after characterization is complete.
5. Roux assumes no responsibility for delays due to access restrictions to the property, or weather. Any delays may incur stand-by charges or require re-mobilization at an additional cost.
6. Additional soil, groundwater or soil gas sampling activities may be recommended and/or required to further delineate the full extent of the constituents of concern.
7. The scope of the investigation activities is not intended or guaranteed to satisfy all regulatory requirements.

Mr. Robert Rose  
West Pullman Development Partners, LLC  
March 24, 2023  
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- 8. Roux assumes that any permit fees will be paid directly by DL3.
- 9. Roux has not included any reporting activities with the Illinois Environmental Protection Agency. This can be completed and costs provided should DL3 choose to enroll the site into the voluntary Site Remediation Program to obtain closure in the form of a No Further Remediation letter.


**APPROVAL**


Roux Associates appreciates the opportunity to provide this Proposal. If it is acceptable to you, please indicate your approval and authorization for Roux to commence the SOW by signing this Proposal in the space provided below (or by having an authorized representative sign it). All work will be completed in accordance with the agreed upon terms and conditions between Roux and DL3 dated March 24, 2023. All work will be billed monthly on a time and material (T&M) in accordance with the above cost estimate. Roux will not exceed the established project budget without prior written authorization. Changes in scope requested by DL3 or that are required because of unknown conditions at the time of the preparation of this proposal may appreciably impact the costs for performing the work.

Please retain a copy of this Proposal for your records. Upon receipt of the signed Proposal, Roux will commence the performance of the services as described in this Proposal. Should you have any questions or require further information regarding this Proposal, do not hesitate to contact Michael Hillebrenner by telephone at (630) 601-7021 or by email at [mhillebrenner@rouxinc.com](mailto:mhillebrenner@rouxinc.com).

Sincerely,

ROUX ASSOCIATES, INC.

  
 Greg McGovern, P.G.  
 Project Manager / Sr. Geologist II

  
 Michael Hillebrenner, P.E.  
 VP of Operations / Principal

WEST PULLMAN DEVELOPMENT PARTNERS, LLC authorizes ROUX ASSOCIATES, INC. to commence the SOW set forth herein, and accepts and agrees to the General Terms and Conditions set forth in the enclosed Roux Associates' Professional Services Agreement and in this Proposal, incorporated therein.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Date)

*Exhibit "D".*  
(To Ordinance)

*First Amendment To Right-Of-Entry Agreement.*

This First Amendment to Right of Entry Agreement (this "First Amendment") is entered into as of January 6, 2024, between **WEST PULLMAN DEVELOPMENT PARTNERS, LLC**, an Illinois limited liability company, or an affiliate ("Licensee"), and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City"), through its Department of Fleet and Facility Management ("2FM").

**WITNESSETH:**

**WHEREAS**, Licensee and the City are parties to that certain Right of Entry Agreement dated July 6, 2023 (the "Agreement"), relating to certain City-owned property (as defined in the Agreement"); and

**WHEREAS**, Licensee and the City desire to modify the terms of the Agreement, as more specifically set forth below.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this First Amendment shall have the same meanings given to said terms in the Agreement, unless otherwise expressly provided herein.

2. Expansion of Property. The term "Property" is hereby amended to insert the language underlined, as follows:

1325 W. 119th Street, Chicago, IL 60643 (PINs 25-29-101-025-0000; 25-29-101-027-0000; and 25-29-200-001-0000), as legally described on **Exhibit 1** attached hereto.

3. Term. The first two sentences of Paragraph 3 of the Agreement are hereby amended to delete the language struck-through and insert the language underlined, as follows:

The term of this Agreement (the "Term") shall begin on the Effective Date and shall terminate upon the earlier of: (a) twenty-nine (29) days after the Effective Date for a period not to exceed thirty (30) days the closing of Licensee's purchase of the Property; or (b) the completion of the Activity and restoration of the Property in accordance with Section 10 hereof, whichever is earlier. ~~The Term may be extended for additional thirty (30) day periods upon notification to and approval by the City's Department of Assets, Information & Services.~~

4. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. Entire Agreement. This First Amendment embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

6. Incorporation of Amendment. Licensee and the City hereby agree that (a) this First Amendment is incorporated into and made a part of the Agreement, and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

7. Ratification. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

**IN WITNESS WHEREOF**, License and the City have executed this First Amendment as of the date first above written.

**CITY OF CHICAGO**, an Illinois municipal corporation

By: \_\_\_\_\_  
Commissioner  
Department of Fleet and Facility Management

**WEST PULLMAN DEVELOPMENT PARTNERS, LLC**, an Illinois limited liability company

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

[(Sub)Exhibit 1 referred to in this First Amendment to Right-of-Entry Agreement constitutes Exhibits "A" and "B" to ordinance printed on pages 9571 and 9572 of this *Journal*.]

LEASE AGREEMENT WITH BCSP 231 PROPERTY LLC FOR OFFICE SPACE AT  
231 S. LASALLE ST. TO BE OCCUPIED BY OFFICE OF INSPECTOR GENERAL.  
[O2024-0007804]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 20, 2024.

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

Your Committee on Housing and Real Estate, for which a meeting was held on February 16, 2024 and to which was referred an ordinance from the Department of Fleet and Facility Management for a lease agreement for use of office space to service the Office of Inspector General at 231 South LaSalle Street (34<sup>th</sup> Ward) (O2024-0007804), 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 passed by the same roll call vote as was used to determine quorum in committee.

Respectfully submitted,

(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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderman Mitchell 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 Commissioner or Acting Commissioner of the Department of Fleet and Facility Management is authorized to execute on behalf of the City of Chicago, as tenant, a lease with BCSP 231 Property LLC, a Delaware limited liability company, for approximately 48,539 square feet of office space in the building located at 231 South LaSalle Street, Chicago, Illinois, 60602, for use by the Office of the Inspector General. Such lease shall substantially conform to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof and shall be approved by the Budget Director and by the Corporation Counsel as to form and legality.

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

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Letter Of Intent.*

**BROKERAGE SERVICES**



Landlord Revised Proposal To: The City of Chicago Office of Inspector General

December 8, 2023

Mr. Jack O'Brien  
Mr. Matt Whipple  
The Telos Group  
200 East Randolph Street  
Suite 3070  
Chicago, IL 60601

**RE: REQUEST FOR PROPOSAL TO LEASE SPACE AT 231 SOUTH LASALLE STREET**

**February 14, 2024 – Non-Binding Letter of Intent (from Landlord to Tenant)**

Dear Jack and Matt:

We have been authorized by our client, the City of Chicago Office of Inspector General ("Tenant") to submit the following LOI to lease space at 231 South LaSalle Street for Tenant to locate their operations.

Please respond to this request by specifically addressing each business point set forth below and submit your response to the undersigned by 5:00 pm Tuesday, February 6<sup>th</sup>.

- 1. **Building:** 231 South LaSalle Street  
  
Landlord: Agreed
- 2. **Landlord:** Please state the name of the entity that owns the Building and indicate the name of all partners in the ownership group.  
  
Landlord: The building owner is BCSP 231 Property LLC, Beacon Capital Partners LLC.
- 3. **Asset Capital Stack:** Please provide a comprehensive summary on the current capital stack of the building, including, but not limited to debt balances, debt expirations, current loan to value, and debt service coverage ratio. Please describe any current or pending loan Defaults.  
  
Landlord: The building is owned in partnership by affiliates of Beacon Capital and GIC – two prominent and credit worthy real

estate investment firms. The building ownership group is current on debt (which has a balance of approx \$110 per RSF).

Note - Ownership just recently completed a new long term lease transaction with software firm, Relativity, totaling approximately 105,000 RSF. Ownership is investing over \$18,000,000 into that new lease transaction through tenant improvement dollars, space prep, consulting and FF&E.

**4. Premises:**

Office Space

48,539 rentable square feet of contiguous office space, located in the building on the full 12<sup>th</sup> floor.

Landlord: The BOMA calculation for the entire 12<sup>th</sup> floor is 49,863 RSF.

Storage Space

Please state the location and rate for storage space in the Building.

Landlord: There are multiple storage rooms available on the lower levels assessable by elevators. Tenant to identify how much space is needed. Pricing in 2024 is \$15.00 per RSF gross escalating \$0.50 annually.

**5. Tenant:**

City of Chicago Office of Inspector General ("Tenant")

Landlord: Agreed

**6. Percentage Share:**

Tenant's Proportionate Share shall be subject to a mutually satisfactory agreement as to the allocation between the Premises and other portions of the Building.

Landlord: Calculated per BOMA.

**7. Use:**

The Premises may be used by Tenant, and its approved subtenants, for any lawful use consistent with office assets in Chicago and ancillary uses thereto.

Landlord: Use must be lawful and consistent with professionally owned and managed office buildings in the Chicago loop.

**8. Encumbrances:**

Please describe all encumbrances on the proposed Premises, including, but not limited to Rights of First Offer/Refusal, Expansion Options, existing Tenant Rights to Renew, etc.

Landlord: A general ROFO will need to be cleared with an existing tenant (and we anticipate that can be accomplished in a few days).

- 9. Lease Term:** Please provide lease terms on a ten (10) year basis from the Lease Commencement Date.
- Landlord: Agreed
- 10. Possession Date:** One-hundred and fifty (150) days from a fully executed lease in accordance with the Premises Construction section below. Tenant shall be granted access when reasonably available during punch list period, etc.
- Landlord shall deliver possession of the Premises to Tenant in accordance with the below Premises Construction section. Once the lease is fully executed, the following schedule will be pursued by Landlord:
- 1) Approximately 30 days to complete permit drawings (architectural and MEP's)
  - 2) Approximately 30 days to obtain a city building permit
  - 3) Approximately 90 days to substantially complete the turn-key work.
- In the event Landlord is delayed in providing delivery of the Premises beyond 210 days from Lease Execution, Tenant shall receive two (2) days of gross rent abatement per day of delay. Penalties above for late delivery are subject to receiving a city permit within 30 days and force majeure.
- 11. Lease Commencement Date:** Sixty (60) days after the Possession Date at which point the Premises shall be Substantially Complete. Early occupancy will not impact the Lease Commencement Date. Tenant shall pay for electric and janitorial during this 60 day period of beneficial occupancy.
- Landlord: Agreed as modified above.
- DRAFT TIMELINE:  
 2/29/24: Lease fully executed  
 Landlord completes design and turn-key ( 150 days)  
 Tenant occupies space for business (60 days beneficial)  
 Lease Commencement (10 year lease term starts)
- 12. Base Rental Rent:** Please state the Base Net Rent and annual escalations for the Premises.
- Landlord: \$23.50 per RSF net escalating 2.50% annually
- 13. Rental Abatement:** Please state the total gross rental abatement from the Lease Commencement Date offered to Tenant.

Landlord: Landlord shall abate the gross rent for sixteen (16) months from Lease Commencement. The abatement shall be applied the following times:

Year 1: First 8 months  
Years 2, 3, 4, 5: First 2 months in each year

Note: together with the sixty days of beneficial occupancy, Tenant shall have a total of eighteen (18) months of gross free rent.

**14. Property Taxes and Operating Expenses:**

Tenant shall only pay its proportionate share of actual and reasonable Property Tax and Operating Expenses for the Building.

The Lease shall provide for Tenant to have full and market audit rights which detail will be mutually agreed upon in the lease document.

**Operating Expense Details:**

Annual increases in "controllable" Operating Expenses shall be capped at 5% on a cumulative and compounding basis. The lease shall contain no "gross up" provisions for Operating Expenses, except for those that vary with occupancy.

Please provide an estimate for Operating Expenses below:

	<u>Operating Expenses</u>
2023	\$ <u>9.25</u> PSF
2024	\$ <u>9.52</u> PSF

The lease will provide that Operating Expenses will be subject to a mutually satisfactory agreement as to the scope and standard of services to be provided and formulas for reimbursement, including, but not limited to, the management fee that Landlord shall be entitled to include in Operating Expenses (management fee shall never exceed 3.0% of gross building revenues with a market minimum).

Operating Expense Exclusions shall be discussed and included in the Lease Document.

**Property Tax Details:**

Please provide an estimate for Real Estate Taxes below:

	<u>Real Estate Taxes</u>
2023	\$ <u>6.55</u> PSF
2024	\$ <u>6.75</u> PSF

If Landlord realizes any property tax benefits or abatement program(s) for the Building, Tenant will realize its proportionate share as applicable.

Landlord: Agreed as modified above.

- 15. Premises Construction** Tenant shall have Landlord "turn-key" the suite, at their sole cost and expense, per a mutually agreed plan and scope specifications which shall be attached to the Lease. There shall be no fee for Landlord's Construction Management.

The Landlord's turnkey will include all building standard costs of construction, including, but not limited to, drawings, permit fees, and hard cost construction as well as all furniture required (additional workstation enhancements can be provided for Tenant as part of Landlord's delivery but at Tenants cost ), appliances, and all electrical power and conduit run to all conference rooms, offices, and workstations.

Landlord designed, built and furnished the 12<sup>th</sup> floor as a new model suite ready for occupancy. In addition to the work already completed and the furniture already installed, Landlord will also turn-key changes required to meet Tenants needs. As such, Landlord will turn-key the work to deliver 32 new private offices, one new large meeting room and one storage room. The 12<sup>th</sup> floor will be fully furnished accordingly. See attached draft space (dated 2/14/24) plan which will be mutually agreed upon and attached to the lease including scope notes and other details around materials, furniture specifications, etc.

The Landlord's turnkey will not include Tenants IT requirements including card readers at entry, , A/V, or security, or include low-voltage wiring and cabling (which Landlord priced for Tenant to cost approximately \$140,000). Tenant shall have two months of beneficial occupancy to install their IT, AV, security, cabling and open for business.

Landlord shall warrant that the restrooms as built are in alignment with core requirements based on the planned occupancy of the Premises.

Landlord: Agreed as modified above.

- 16. Self-Help and Offset Rights:** Not available.

- 17. Furniture:** At the end of the Lease Term, Tenant shall have the right to purchase the furniture at their sole discretion for \$1.00.

Landlord: Agreed.
  
- 18. Space Planning & Design Services:** Landlord, at Landlord’s cost, shall be responsible for all test-fits and revisions as necessary.

Landlord: Agreed.
  
- 19. Renewal Option(s):** Tenant will have the right to renew the Premises then under lease by Tenant for two (2) additional periods of five (5) years each. The rent payable for each successive Option to Renew shall be equal to the Fair Market Rental Rate (“FMRR”) to be further defined in the lease and to include “Market Concessions”.

Landlord: Agreed, with 12 months prior written notice.
  
- 20. Right of First Offer:** Subject to rights of existing tenants, Tenant shall have a market ROFO on the floor below (the 11<sup>th</sup> floor) the Premises.

Other than for the economic terms offered such space shall be leased under the same terms and conditions as the Premises and shall be coterminous with the Term (the ROFO shall not apply in the last two years of the lease term
  
- 21. Termination Option:** Tenant shall have the right to terminate the Lease with respect to all, or a mutually agreed upon portion (demised between 45% - 55% of the full 12<sup>th</sup> floor), of the Premises then under lease to Tenant effective at the end of the seventh (7<sup>th</sup>) lease year by providing twelve (12) months prior written notice. Landlord to provide a demising plan to articulate the reduced Premises in the case of a partial termination.

Tenant shall pay a Termination Penalty equal to the unamortized Tenant Improvement Allowance valued at \$100 per RSF, 16 Months of Gross Rental Abatement, and Brokerage Commissions at a rate of eight percent (8%). The Termination Penalty shall be prorated based on square footage in the case of a partial termination plus costs to multi-tenant the floor).

Penalty shall be paid 50% with notice and 50% by the effective date and calculated by Landlord and provided to Tenant after receiving Tenants notice of its election to terminate.

Landlord: Agreed as modified above.

- 22. Relocation Right:** Landlord shall not be allowed to relocate Tenant at any time during the Lease Term or subsequent Renewal Terms.
- 23. Holdover:** If Tenant holds over at lease expiration, for the first 2 months following lease expiration, Tenant shall pay a monthly gross rent installment equal to 125% of the amount due for the last month of the term. For the following months, gross rent installment will be 200% of the amount due for the last month of the term.
- For the first 90 days of holdover, Tenant shall not be responsible for consequential damages and starting on the 91<sup>st</sup> day of holdover, these damages shall apply.
- Landlord: Agreed as modified above.
- 24. Electricity:** The Premises shall be directly metered with no Landlord mark-up, profit, overhead, or administrative fee. All meters will be provided and installed at Landlord's sole cost and expense.
- Landlord: Agreed
- 25. Heating, Ventilation & Air Conditioning:** Services of the Building shall provide HVAC Monday – Friday, 8:00 am to 6:00 pm and Saturdays 8:00 am to 1:00 pm. Exact details on the HVAC shall be defined in the lease.
- After hours air-conditioning is currently \$125 per hour for the entire floor.
- 26. Data/Telephone/Fiber Riser Cabling:** Please indicate the Building's Riser Manager and all currently available internet providers in the Building.
- Subject to Existing telecommunications providers within the Building (please list all below), Tenant shall have the right to select, at Tenant's sole discretion, Tenant's desired telecommunications provider(s).
- To the extent Tenant's preferred provider(s) does not currently service the Building, Landlord shall use reasonable efforts to cooperate with Tenant's desired telecommunications provider(s) to be able to provide telecommunications service to Tenant.
- Landlord: See attached list of providers
- 27. Landlord's Representations and Covenants:** All existing Base Building systems servicing Tenant's Premises, (including, but not limited to: HVAC, perimeter heating [], electrical, plumbing, telecommunications, life safety, security, and elevator systems) (collectively, "Base Building systems"), shall be in good working order upon the Possession Date. Landlord shall,

on an on-going basis, continue to maintain and repair all Base Building systems to ensure they remain in good working condition throughout the Term (subject to inclusion in the buildings operating expenses).

Landlord confirms they are unaware of any Building, façade, or structural defects that affect the Premises. The enclosure of the Building for each floor of the Premises, or for such floors that affect the Premises, or for any other part of the Property that affects the Premises shall be weather tight, with all windows and Building joints fully sealed (note – 231 S. LaSalle is approx 100 years old and so when an issue might arise, it is addressed). If, during the course of the Term, Tenant experiences any damage within the Premises due to any water leakage or other weather-related reasons through the Building's enclosure, Tenant shall promptly, at Tenant's sole cost subject to Tenant's insurance, repair, or replace, if necessary, such damage to the Premises and Landlord shall repair or replace if necessary the Building's infrastructure and/or base Building systems such that the problem is resolved (noting some work may be applicable to recovery via the building operating expenses). To be addressed in the lease.

Landlord, at its sole cost, shall cause all elevators, elevator lobbies, and common areas (including the core area bathrooms) within the Premises, all the Building's common and core areas, all entrances to the Building, the Building's ground floor lobby, and the Building's exterior perimeter areas to follow current Laws (as defined herein), including "ADA" laws and regulations. For the paragraph above, note that the building is compliant with ADA and the Landlord will maintain the common areas.

Landlord shall indemnify Tenant against any claims arising from Landlord or other tenants' actions with regard to any breach of environmental law. The building has asbestos however, it has been encapsulated.

Landlord: To be mutually agreed upon in the lease based on the above general guidance.

**28. Sublease Assignment:**

**and** Tenant shall have the right to assign the Lease in its entirety or to sublease all or any portion of the Premises without the consent of Landlord to (a) any entity resulting from a merger or consolidation with Tenant, (b) any entity succeeding to the business and assets of Tenant, (c) any partnership in which 50% of Tenant's partners before the assignment or sublease are partners; or (d) any affiliate of Tenant (collectively "Permitted Transferees").

In addition, Tenant shall also have the right to sublease all or any portion of the Premises or assign the Lease with the reasonable consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

Landlord shall have no recapture rights.

Tenant shall have the right to advertise the availability of the space without restrictions as to the rental rate advertised.

Landlord: Tenant shall have market rights to assign and sublease the details of which will be mutually agreed upon in the lease with general guidance based on the above language.

**29. Normal Business Hours / Building Holidays / Access:**

Please state the Building's Normal Building Hours.

Tenant shall have the right to have access to the Building and the Premises on a 24 hours/day, 7 days/week basis.

Landlord: See Section 25 for operating hours. Tenant shall have access to their space 24 hours per day, 7 days per week.

**30. Cleaning:**

Landlord shall provide Tenant and the Building with building standard cleaning services comparable with its competitive set of office buildings (which shall be attached to the Lease as an exhibit. If desired, Tenant can pay for changes or additions). Landlord is open to discussing solutions to meet custom cleaning requirements for Tenant.

Please address any additional cleaning protocol or upgraded filtration systems that has been implemented due to COVID-19.

Landlord: Agreed.

**31. Parking:**

Please specify the amount of parking spaces Landlord will provide to Tenant at the building's standard rate. Please indicate the current parking rate. If the building does not have dedicated parking, please provide a summary of nearby parking options and respective pricing.

Landlord: Parking is not available in the building however there is ample parking available in the immediate area.

**32. Building Signage:**

Tenant shall be granted the following signage rights to be completed at Landlord's Cost:

- Outdoor monument or pylon Signage
- Tenant's floor elevator lobby signage

- Tenant’s suite entrance signage.
- Main lobby elevator bank signage

Please describe any additional building signage opportunities.  
Landlord: Agreed as modified above.

**33. Cellular Service:**

The building currently receives strong cellular connectivity however Landlord cannot warrant strong signal strength going forward. Tenant to confirm service on the 12<sup>th</sup> floor will work for them. Tele/data providers are in the building and are available for Tenant to connect with.

Please describe any current or planned Distributed Antenna System (DAS).

**34. Building Renovations  
Fitness, Conference,  
and Lounge Facilities:**

Please indicate the location, size and any charges associated with the existing or planned Facilities. Please also describe any forthcoming renovations to the asset (i.e. lobby renovations, outdoor space(s), etc.)

Landlord shall maintain any existing and/or proposed Facilities throughout the term of the Lease and any Renewal Periods.

Landlord: 231 S. LaSalle offers Tenants and their employees use of newly renovated amenity spaces including a common rooftop deck, a tenant lounge space and a building fitness center with locker rooms that include showers and complimentary towel service. Additionally, Ownership just completed renovating the building lobby, has added new retailers including the restaurant and bar 90th Meridian and has delivered a new conference facility offering Tenants multiple meeting areas.

**35. Restoration:**

Tenant shall vacate the Premises in “broom clean” condition and have no restoration obligations upon the expiration, or earlier termination of the Lease, including, but not limited to:

- Any Landlord reasonably approved modifications to the premises
- Removal of cabling and low voltage wiring
- Removal of furniture (unless Tenant purchases furniture as noted above)

Landlord: Agreed as modified above.

**36. Building Security:**

Landlord shall provide appropriate Building security consistent with the Building’s competitive set in the market.

Please describe current Building Security systems and protocol in place.

Tenant shall be permitted to tie its security system into the Building's security system, if requested by Tenant and if such tie-in does not materially and adversely interfere with Landlord's security system at Tenant's cost utilizing Landlord's contractor, and further, shall be able to be expanded to provide for additional card keys or other similar devices.

Landlord: The Building offers 24/7 professional manned security.

**37. ESG/Sustainability:**

Please provide comprehensive details on the Building's current LEED status and identify any plans for other ESG initiatives and any current or pending certifications. Landlord will cooperate with Tenant to accommodate Tenant's LEED requirements in the construction of Tenant's space, and ongoing Building maintenance including, but not limited to, cleaning equipment and supplies.

**38. Lender Non-Disturbance Agreement:**

Simultaneously with the execution of a Lease agreement, Landlord shall provide Tenant with a fully executed non-disturbance agreement that are reasonably acceptable to Tenant from all existing lenders and/or ground lessors, if any. Landlord will procure a non-disturbance agreement for Tenant from any future lenders.

Landlord: After the lease is executed, Landlord will use reasonable efforts to put an SNDA in place using Lenders form.

**39. Security Deposit:**

None.

Landlord: Subject to understanding Tenant's funding.

**40. Partner Liability Limitation:**

Under no circumstances will any partner, employee, or other representative of Tenant, or of Tenant's successors, incur any personal financial liability whatsoever in connection with the Lease. In addition, in satisfying any of Tenant's lease obligations, a partner's obligation to contribute capital to Tenant, and any existing amounts related to a partner's then current capital account, shall not be deemed an asset of Tenant.

Landlord: Agreed.

**41. Real Estate Brokerage Commission:**

Landlord recognizes CBRE, Inc. as Tenant's Broker for this transaction and agrees to pay Tenant's Broker one (1) full market leasing commission pursuant to the terms and conditions of a separate agreement. Such commission to be paid to CBRE, Inc. shall be due upon execution of the Lease.

Landlord: Agreed.

**42. Confidentiality:**

This proposal and all discussions related thereto shall be held in confidence by Landlord and Tenant and will not be discussed with third parties except on an "as needed" basis (e.g., attorneys).

THIS LETTER/PROPOSAL IS INTENDED SOLELY AS A PRELIMINARY EXPRESSION OF GENERAL INTENTIONS AND IS TO BE USED FOR DISCUSSION PURPOSES ONLY. THE PARTIES INTEND THAT NEITHER SHALL HAVE ANY CONTRACTUAL OBLIGATIONS TO THE OTHER WITH RESPECT TO THE MATTERS REFERRED HEREIN UNLESS AND UNTIL A DEFINITIVE AGREEMENT HAS BEEN FULLY EXECUTED AND DELIVERED BY THE PARTIES. THE PARTIES AGREE THAT THIS LETTER/PROPOSAL IS NOT INTENDED TO CREATE ANY AGREEMENT OR OBLIGATION BY EITHER PARTY TO NEGOTIATE A DEFINITIVE LEASE/PURCHASE AND SALE AGREEMENT AND IMPOSES NO DUTY WHATSOEVER ON EITHER PARTY TO CONTINUE NEGOTIATIONS, INCLUDING WITHOUT LIMITATION ANY OBLIGATION TO NEGOTIATE IN GOOD FAITH OR IN ANY WAY OTHER THAN AT ARM'S LENGTH. PRIOR TO DELIVERY OF A DEFINITIVE EXECUTED AGREEMENT, AND WITHOUT ANY LIABILITY TO THE OTHER PARTY, EITHER PARTY MAY (1) PROPOSE DIFFERENT TERMS FROM THOSE SUMMARIZED HEREIN, (2) ENTER INTO NEGOTIATIONS WITH OTHER PARTIES AND/OR (3) UNILATERALLY TERMINATE ALL NEGOTIATIONS WITH THE OTHER PARTY HERETO.

THIS TRANSACTION IS CONTINGENT ON CITY OF CHICAGO CITY COUNCIL APPROVAL.

We appreciate your consideration and look forward to working with you.

Sincerely,

**CBRE, Inc.**

Mark Cassata  
Senior Vice President

Peter Livaditis  
Executive Vice President

**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

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AMENDMENT OF SECTION 3-50-020 OF MUNICIPAL CODE TO EXCLUDE PAPER OR PLASTIC BAGS PROVIDED BY SHOE REPAIR OR SHOE SHINE BUSINESSES FOR CUSTOMER USE FROM PAPER AND PLASTIC CARRYOUT BAG DEFINITIONS.

[O2024-0007355]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderpersons Jason C. Ervin, Christopher Taliaferro and Emma Mitts (which was referred on January 24, 2024) to amend Section 3-50-020 of the Municipal Code of Chicago by excluding paper or plastic bags provided by shoe repair or shine businesses for customer use from definition regarding paper carryout bag regulations, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 3-50-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

3-50-020 Definitions.

Whenever any of the following words, terms or phrases are used in this chapter, they shall have the following meanings:

“Customer” means any person who purchases tangible personal property from a store.

“Department” means the Department of Finance of the City.

“Checkout bag” means a paper carryout bag or a plastic carryout bag.

“Paper carryout bag” means any paper bag that is provided by a store to a customer for the purpose of carrying goods out of the store. The term “paper carryout bag” does not include bags that are ordinarily intended and designed for use by customers inside a store to: (1) package loose bulk items, such as fruit, vegetables, nuts, grains, candy, cookies or small hardware items; (2) contain or wrap frozen foods, meat or fish, whether prepackaged or not; (3) contain or wrap flowers, potted plants or other damp items; (4) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag; or (5) contain unwrapped prepared foods or bakery goods. Nor does the term “paper carryout bag” include: (i) bags provided by a pharmacist to contain prescription drugs; (ii) bags sold in packages containing multiple bags intended for use as garbage bags, pet waste bags or yard waste bags; (iii) bags provided by a dine-in or take-out restaurant to contain food or drink purchased by the restaurant’s customers; (iv) bags provided by a shoe repair or shoe shine business for customers to carry away their shoes; or (v) ~~(iv)~~ bags of any type that customers bring to a store for their own use or to carry away from the store goods that are not placed in a bag provided by the store.

“Plastic carryout bag” means any plastic bag provided by a store to a customer for the purpose of carrying goods out of the store. The term “plastic carryout bag” does not include bags that are ordinarily intended and designed for use by customers inside a store to: (1) package loose bulk items, such as fruit, vegetables, nuts, grains, candy, cookies or small hardware items; (2) contain or wrap frozen foods, meat or fish, whether prepackaged or not; (3) contain or wrap flowers, potted plants or other damp items;

(4) segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a bag; or (5) contain unwrapped prepared foods or bakery goods. Nor does the term "plastic carryout bag" include: (i) newspaper bags; (ii) dry cleaning or garment bags; (iii) bags provided by a pharmacist to contain prescription drugs; (iv) bags sold in packages containing multiple bags intended for use as garbage bags, pet waste bags or yard waste bags; (v) bags provided by a dine-in or take-out restaurant to contain food or drink purchased by the restaurant's customers; (vi) bags provided by a shoe repair or shoe shine business for customers to carry away their shoes; ~~(vii)~~ (vi) bags of any type that customers bring to a store for their own use or to carry away from the store goods that are not placed in a bag provided by the store; ~~(viii)~~ (vii) plastic liners that are permanently affixed, or designed and intended to be permanently affixed, to the inside of a particular bag; or (ix) ~~(viii)~~ bags with a retail price of at least fifty cents (\$0.50) each.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect after passage and publication.

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AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.147 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. ROOSEVELT RD.

[O2024-0007113]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Jason C. Ervin (which was referred on January 24, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (11.147) to allow the issuance of additional alcoholic liquor licenses on a portion of West Roosevelt Road, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(11.147) On Roosevelt Road, from Jefferson Street to Morgan Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 28.3 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. LAKE ST.

[O2024-0007112]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Jason C. Ervin (which was referred on January 24, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (28.3) to allow the issuance of additional alcoholic liquor licenses on a portion of West Lake Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(28.3) On Lake Street, from Keeler Avenue to Kostner Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

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AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING  
SUBSECTION 1.31 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE  
GOODS LICENSES ON PORTION OF W. GRAND AVE.

[O2024-0006938]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Daniel La Spata (which was referred on January 24, 2024) to amend Section 4-60-023 of the Municipal Code of Chicago by modifying subsection 4-60-023 (1.31) to disallow the issuance of additional package goods licenses on a portion of West Grand Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-023 of the Municipal Code shall be amended by adding the underscored language and removing the stricken language, as follows.

(Omitted text is unaffected by this ordinance.)

(1.31) On the north side of Grand Avenue, from Ashland Avenue to Wood Street.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 16.15 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF W. 63<sup>RD</sup> ST.

[O2024-0007506]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Stephanie D. Coleman (which was referred on January 31, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (16.15) to allow the issuance of additional package goods licenses on a portion of West 63<sup>rd</sup> Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(16.15) On 63<sup>rd</sup> Street, from Morgan Street to Racine Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

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AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 37.17 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. NORTH AVE.

[O2024-0006857]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Emma Mitts (which was referred on January 24, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (37.17) to allow the issuance of additional package goods licenses on a portion of West North Avenue, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(37.17) On West North Avenue, from North Laramie Avenue to North Long Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 39.13 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. PETERSON AVE.

[SO2024-0006969]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Samantha Nugent (which was referred on January 24, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (39.13) to allow the issuance of additional package goods licenses on a portion of West Peterson Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(39.13) On West Peterson Avenue, from North Pulaski Road to 4200 west.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

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AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 49.30 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. CLARK ST.

[O2024-0007442]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Maria E. Hadden (which was referred on January 31, 2024) to amend Section 4-60-023 of the Municipal Code of Chicago by adding new subsection 4-60-023 (49.30) to disallow the issuance of additional package goods licenses on a portion of North Clark Street, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell 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 finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language to subsection 4-60-023 (49.30).

4-60-023 Restrictions on Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-02(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(49.30) On Clark Street, from Pratt Boulevard to Wallen Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Maria E. Hadden (which was referred on December 13, 2023) to amend Section 4-60-023 of the Municipal Code of Chicago by adding new subsection 4-60-023 (49.41) to disallow the issuance of additional package goods licenses on a portion of West Lunt Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language to subsection 4-60-023 (49.21).

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(49.41) On Lunt Avenue, from Glenwood Avenue to Ashland Avenue

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

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AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 49.68 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. DEVON AVE.

[O2024-0007443]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 16, 2024.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Maria E. Hadden (which was referred on January 31, 2024) to amend Section 4-60-023 of the Municipal Code of Chicago by adding new subsection 4-60-023 (49.68) to disallow the issuance of additional package goods licenses on a portion of West Devon Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 14, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Silverstein, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell 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 finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language to subsection 4-60-023 (49.68).

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(49.68) On the north side only of Devon Avenue, from Greenview Avenue to Glenwood Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect upon passage and publication.

**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.****ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.**

[SO2024-0007651]

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

CHICAGO, February 21, 2024.

*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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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	160 East Illinois Street (north side of street) -- standing zone -- 30-minute limit with flashing lights -- for a distance of 40 feet -- 6:30 A.M. to 5:00 P.M. -- Monday through Friday (public benefit); [O2024-0007119]
3	Amend public benefit handicap parking (passed November 1, 2000, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 43281) at South Wabash Avenue (east side) from a point 335 feet north of East Cullerton Street to a point 50 feet north thereof by striking "reserved disabled parking" and inserting in lieu thereof: "no parking/loading/tow-away zone -- at all times -- all days"; [O2024-0007118]
5	1616 East 55 <sup>th</sup> Street -- no parking/loading zone -- for a distance of 45 feet -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; [O2024-0007094]
12	Amend no parking/tow-away zone (passed June 3, 2009, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 64003) at South Western Boulevard (east side), from West 35 <sup>th</sup> Street to West 51 <sup>st</sup> Street -- no parking/loading/tow-away zone -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday by striking: "West 35 <sup>th</sup> Street" and inserting in lieu thereof: "West 36 <sup>th</sup> Street"; [O2024-0007377]
14	Amend no parking zone (passed November 27, 1961, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5462) at South California Avenue (east side), from a point 200 feet south of West 59 <sup>th</sup> Street to West 71 <sup>st</sup> Street -- no parking -- 7:00 A.M. to 9:00 A.M. -- except on Saturdays, Sundays and holidays by striking: "from a point 200 feet south of West 59 <sup>th</sup> Street" and inserting in lieu thereof: "West Marquette Road"; and at South California Avenue (west side), from a point 200 feet south of West 59 <sup>th</sup> Street to West 71 <sup>st</sup> Street -- no parking -- 4:00 P.M. to 6:00 P.M. -- except on Saturdays, Sundays, and holidays by striking: "from a point 200 feet south of West 59 <sup>th</sup> Street" and inserting in lieu thereof: "West Marquette Road"; [O2024-0007423]

Ward	Location
23	<p>Amend no parking/tow-away zone (passed December 18, 1963, <i>Journal of the Proceedings of the City Council of the City of Chicago</i>, page 2030) at South Archer Avenue (both sides), from West 47<sup>th</sup> Street to South Cicero Avenue -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. by striking: "South Cicero Avenue" and inserting in lieu thereof: "South Pulaski Road";</p> <p>[O2024-0007272]</p>
26	<p>4053 West Armitage Avenue -- reserved disabled parking -- no parking/tow-away zone -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (public benefit);</p> <p>[O2023-0001356]</p>
27	<p>North Wells Street (west side) from West Wendell Street to West Oak Street; and West Oak Street (north side) from North Wells Street to a point 562 feet west thereof -- no parking/tow-away zone -- except official school personnel only -- 7:00 A.M. to 4:30 P.M.;</p> <p>[O2023-0004824]</p>
33	<p>Repeal loading zone at 4535 North Central Park Avenue -- 7:30 A.M. to 9:30 A.M. and 3:30 P.M. to 6:30 P.M. -- Monday through Sunday;</p> <p>[O2023-0006535]</p>
33	<p>3420 North Elston Avenue -- for a distance of 20 feet -- no parking/standing/tow-away zone -- 15-minute limit with flashing lights -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;</p> <p>[O2024-0007212]</p>
34	<p>Repeal no parking/tow-away zone at West Adams Street (south side) from South Halsted Street to South Morgan Street -- no parking/tow-away zone -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday by striking the above; and at West Adams Street (north side) from South Halsted Street to South Morgan Street -- no parking/tow-away zone -- 4:00 P.M. to 6:00 P.M.-- Monday through Friday by striking the above;</p> <p>[O2024-0007186]</p>
39	<p>North Pulaski Road (west side of the street) from West Granville Avenue to a point 328 feet south thereof -- no parking/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- all days;</p> <p>[O2024-0006854]</p>
40	<p>Amend disabled parking zone at 5712 North Talman Avenue (west side) from a point 120 feet north of West Hollywood Avenue to a point 25 feet north thereof -- at all times -- Sunday through Saturday by striking the above;</p> <p>[O2024-0007528]</p>

Ward	Location
42	Repeal no parking/tow-away zone at North Wabash Avenue (west side) from a point 30 feet north of East Superior Street to a point 40 feet north; [O2023-2163/O2024-0007661]
42	Amend 15-minute standing/tow-away zone at North State Street (east side of street), from a point 122 feet north of East Superior Street to a point 73 feet north thereof -- 15-minute standing zone -- use flashing lights -- 2:30 P.M. to 6:30 P.M. -- Monday through Friday -- tow-away zone all other times by striking the above and inserting in lieu thereof: "North State Street (east side of the street) from a point 116 feet north of East Superior Street to a point 129 feet north thereof -- 15-minute standing zone -- use flashing lights -- 7:30 A.M. to 7:30 P.M. -- Monday through Friday -- tow-away zone all other times"; [O2023-0004330]
42	Repeal no parking/tow-away zone at East Oak Street (both sides of street) from North Lake Shore Drive to North Rush Street -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday; [O2023-0005791]
42	58 -- 62 East Oak Street (north side of the street) -- no parking/tow-away zone for a distance of 40 feet -- at all times -- all days (public benefit); [O2023-0006537]
42	Repeal no parking/tow-away zone at North Wabash Avenue (west side of the street) from East Superior Street to a point 30 feet north thereof -- at all times -- all days (public benefit); [O2023-0006538]
42	Repeal no parking/tow-away zone (O2011-2251 passed March 9, 2011, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 113762) at East Ohio Street (north side), from a point 137 feet east of North State Street to a point 90 feet east of North State Street by striking the above; [O2024-0007393]
42	North Clark Street (east and west sides) from West Superior Street to West Chicago Avenue -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- all days (public benefit); [O2024-0007395]
42	Upper North Wacker Drive (west side) from a point 20 feet south of West Washington Street to a point 80 feet south thereof -- no stopping/standing -- at all times -- all days (public benefit); [O2024-0007403]

Ward	Location
42	Amend no parking/tow-away zone/Egyptian Consulate Parking Only at North Beaubien Court (west side) from a point 20 feet south of East Lake Street to a point 20 feet south thereof -- at all times -- all days by striking: "to a point 20 feet south thereof" and inserting in lieu thereof: "to a point 40 feet south thereof"; [O2024-0007404]
45	North Northwest Highway (west side of street) from North Parkside Avenue to a point 309 feet north thereof -- no semi-truck parking/tow-away zone -- 6:00 P.M. to 6:00 A.M. -- all days; [O2024-0006970]
45	Repeal 15-minute standing zone (passed September 18, 2019, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 5417) at 4763 North Lotus Avenue, from a point 30 feet south of West Lawrence Avenue to the first alley south thereof -- 15-minute standing zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday by striking the above; [O2024-0006980]
45	Repeal two-hour parking (passed December 10, 1976, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4150) at North Kenneth Avenue (both sides) from West Berteau Avenue to a point 320 feet south thereof -- two-hour parking -- 8:00 A.M. to 5:00 P.M. -- except Saturdays, Sundays, and holidays by striking the above; [O2024-0007062]
50	6326 North Washtenaw Avenue (west side of street) from a point 228 feet south of West Devon Avenue to a point 40 feet south thereof -- no parking/standing/tow-away zone -- 15 minutes with flashing lights -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. [O2023-0006010]

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

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

[SO2024-0007640]

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

CHICAGO, February 21, 2024.

*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 prohibited restrictions at all times -- disabled permits 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 Parking:*

Ward	Location And Permit Number
1	2526 North Francisco Avenue -- Disabled Parking Permit Number 119702; [O2024-0007121]
2	1531 North Hudson Avenue -- Disabled Parking Permit Number 117106; [O2024-0007120]
5	6955 South East End Avenue -- Disabled Parking Permit Number 129224; [O2024-0006954]
5	7125 South Ingleside Avenue -- Disabled Parking Permit Number 132806; [O2024-0007464]
6	23 East 77 <sup>th</sup> Street -- Disabled Parking Permit Number 131542; [O2024-0007092]
6	7225 South Champlain Avenue -- Disabled Parking Permit Number 131514; [O2024-0007211]
6	7757 South Dr. Martin Luther King, Jr. Drive (signs to be posted at 404 East 78 <sup>th</sup> Street) -- Disabled Parking Permit Number 131089; [O2024-0007216]
6	7133 South Perry Avenue -- Disabled Parking Permit Number 131223; [O2024-0007218]
6	7128 South Prairie Avenue -- Disabled Parking Permit Number 131147; [O2024-0007219]
6	8044 South Princeton Avenue -- Disabled Parking Permit Number 130468; [O2024-0007220]
6	8030 South Indiana Avenue -- Disabled Parking Permit Number 130055; [O2024-0007222]
6	6648 South Stewart Avenue -- Disabled Parking Permit Number 131577; [O2024-0007223]
6	8316 South Langley Avenue -- Disabled Parking Permit Number 131169; [O2024-0007224]

Ward	Location And Permit Number
6	6949 South Wabash Avenue -- Disabled Parking Permit Number 130321; [O2024-0007225]
6	7922 South Calumet Avenue -- Disabled Parking Permit Number 130832; [O2024-0007226]
6	8332 South Langley Avenue -- Disabled Parking Permit Number 131106; [O2024-0007228]
6	9257 South Calumet Avenue -- Disabled Parking Permit Number 129036; [O2024-0007249]
6	6917 South Prairie Avenue -- Disabled Parking Permit Number 131064; [O2024-0007251]
6	7600 South Champlain Avenue -- Disabled Parking Permit Number 130681; [O2024-0007252]
6	7407 South Ingleside Avenue -- Disabled Parking Permit Number 130786; [O2024-0007448]
6	8349 South Rhodes Avenue -- Disabled Parking Permit Number 133337; [O2024-0007477]
7	10153 South Yates Boulevard -- Disabled Parking Permit Number 133441; [O2024-0007479]
8	8446 South Blackstone Avenue -- Disabled Parking Permit Number 132552; [O2024-0006451]
8	9542 South University Avenue -- Disabled Parking Permit Number 132916; [O2024-0006840]
8	1619 East 83 <sup>rd</sup> Place -- Disabled Parking Permit Number 131335; [O2024-0006855]
8	8207 South Kenwood Avenue -- Disabled Parking Permit Number 132706; [O2024-0007459]
9	12408 South Yale Avenue -- Disabled Parking Permit Number 132907; [O2024-0007472]
10	10822 South Green Bay Avenue -- Disabled Parking Permit Number 132524; [O2024-0007452]

Ward	Location And Permit Number
10	11123 South Avenue L -- Disabled Parking Permit Number 132713; [O2024-0007460]
10	13441 South Houston Avenue -- Disabled Parking Permit Number 132714; [O2024-0007461]
10	9701 South Marquette Avenue -- Disabled Parking Permit Number 132807; [O2024-0007465]
10	10928 South Avenue N -- Disabled Parking Permit Number 132826; [O2024-0007467]
11	3601 South Union Avenue -- Disabled Parking Permit Number 132889; [O2024-0006642]
11	3514 South Emerald Avenue -- Disabled Parking Permit Number 133021; [O2024-0006643]
11	517 West 40 <sup>th</sup> Place -- Disabled Parking Permit Number 132672; [O2024-0006644]
11	3204 South Union Avenue -- Disabled Parking Permit Number 131318; [O2024-0006645]
12	4151 South Artesian Avenue -- Disabled Parking Permit Number 130690; [O2024-0007387]
12	4359 South Drake Avenue -- Disabled Parking Permit Number 132554; [O2024-0007389]
12	3136 West 41 <sup>st</sup> Street -- Disabled Parking Permit Number 124882; [O2024-0007391]
12	4147 South Albany Avenue -- Disabled Parking Permit Number 132800; [O2024-0007396]
13	6037 South Major Avenue -- Disabled Parking Permit Number 133074; [O2024-0006989]
13	5522 West 64 <sup>th</sup> Street -- Disabled Parking Permit Number 133075; [O2024-0006992]
13	6006 South Mobile Avenue -- Disabled Parking Permit Number 133073; [O2024-0006994]

Ward	Location And Permit Number
13	6459 South Keating Avenue -- Disabled Parking Permit Number 133482; [O2024-0006996]
13	5850 South Tripp Avenue -- Disabled Parking Permit Number 133502; [O2024-0006997]
13	6217 South Kilbourn Avenue -- Disabled Parking Permit Number 133500; [O2024-0006998]
13	5709 South Mason Avenue -- Disabled Parking Permit Number 133486; [O2024-0007000]
13	5741 South Natoma Avenue -- Disabled Parking Permit Number 133082; [O2024-0007001]
13	6555 South Komensky Avenue -- Disabled Parking Permit Number 132794; [O2024-0007002]
13	6048 South Massasoit Avenue -- Disabled Parking Permit Number 132793; [O2024-0007003]
13	6016 South Tripp Avenue -- Disabled Parking Permit Number 133072; [O2024-0007050]
13	6035 West 63 <sup>rd</sup> Street -- Disabled Parking Permit Number 132478; [O2024-0007051]
13	6218 South Neenah Avenue -- Disabled Parking Permit Number 132693; [O2024-0007052]
13	6035 South Mason Avenue -- Disabled Parking Permit Number 132526; [O2024-0007055]
13	5924 South Nashville Avenue -- Disabled Parking Permit Number 132791; [O2024-0007463]
14	5219 South Washtenaw Avenue -- Disabled Parking Permit Number 123691; [O2023-0006523]
14	5023 South Knox Avenue -- Disabled Parking Permit Number 131541; [O2024-0007416]
14	3223 West 64 <sup>th</sup> Street -- Disabled Parking Permit Number 132576; [O2024-0007435]

Ward	Location And Permit Number
15	4612 South Wolcott Avenue -- Disabled Parking Permit Number 132256; [O2024-0007451]
16	6330 South Rockwell Street -- Disabled Parking Permit Number 131323; [O2024-0006940]
16	6429 South Rockwell Street -- Disabled Parking Permit Number 133558; [O2024-0007058]
16	5253 South Winchester Avenue -- Disabled Parking Permit Number 132808; [O2024-0007466]
16	6533 South Justine Street -- Disabled Parking Permit Number 132918; [O2024-0007475]
16	6116 South Talman Avenue -- Disabled Parking Permit Number 133375; [O2024-0007478]
17	8617 South Aberdeen Street -- Disabled Parking Permit Number 130154; [O2023-0003100]
17	7819 South Laflin Street -- Disabled Parking Permit Number 130997; [O2024-0007449]
17	7018 South Oakley Avenue -- Disabled Parking Permit Number 132911; [O2024-0007473]
18	3540 West 83 <sup>rd</sup> Place -- Disabled Parking Permit Number 131275; [O2024-0006870]
18	3730 West 83 <sup>rd</sup> Place -- Disabled Parking Permit Number 0129004; [O2024-0007425]
18	7919 South Fairfield Avenue -- Disabled Parking Permit Number 132305; [O2024-0007427]
18	7219 South Sacramento Avenue -- Disabled Parking Permit Number 121146; [O2024-0007447]
18	3742 West 80 <sup>th</sup> Street -- Disabled Parking Permit Number 132659; [O2024-0007457]
19	11810 South Vincennes Avenue -- Disabled Parking Permit Number 132616; [O2024-0007454]

Ward	Location And Permit Number
20	4807 South Throop Street -- Disabled Parking Permit Number 132880; [O2024-0007471]
20	344 West 58 <sup>th</sup> Street -- Disabled Parking Permit Number 132915; [O2024-0007474]
20	6600 South Minerva Avenue -- Disabled Parking Permit Number 133282; [O2024-0007476]
21	9718 South Green Street -- Disabled Parking Permit Number 132858; [O2024-0007385]
21	9126 South Laffin Street -- Disabled Parking Permit Number 130569; [O2024-0007388]
21	1351 West 98 <sup>th</sup> Place -- Disabled Parking Permit Number 131170; [O2024-0007390]
21	9353 South Loomis Street -- Disabled Parking Permit Number 132863; [O2024-0007411]
21	8734 South Emerald Avenue -- Disabled Parking Permit Number 132578; [O2024-0007412]
21	8241 South Hermitage Avenue -- Disabled Parking Permit Number 131530; [O2024-0007450]
22	2701 South Kolin Avenue -- Disabled Parking Permit Number 131409; [O2024-0007374]
22	3224 South Karlov Avenue -- Disabled Parking Permit Number 108174; [O2024-0007379]
23	3516 West 66 <sup>th</sup> Street -- Disabled Parking Permit Number 132854; [O2024-0006654]
23	3928 West 60 <sup>th</sup> Place -- Disabled Parking Permit Number 132337; [O2024-0006655]
23	5121 South Latrobe Avenue -- Disabled Parking Permit Number 131107; [O2024-0006661]
23	3844 West 55 <sup>th</sup> Place -- Disabled Parking Permit Number 129625; [O2024-0006678]

Ward	Location And Permit Number
23	6727 South Kilbourn Avenue (signs to be posted at 6725 South Kilbourn Avenue) -- Disabled Parking Permit Number 132893; [O2024-0006957]
25	1817 South May Street -- Disabled Parking Permit Number 132866; [O2024-0007469]
26	2623 West Potomac Avenue -- Disabled Parking Permit Number 132708; [O2024-0004111]
26	1626 North Keystone Avenue -- Disabled Parking Permit Number 131729; [O2024-0006222]
26	2125 North Latrobe Avenue -- Disabled Parking Permit Number 132594; [O2024-0007453]
27	1134 North Hamlin Avenue -- Disabled Parking Permit Number 131341; [O2023-0004316]
27	832 North Monticello Avenue -- Disabled Parking Permit Number 70067; [O2024-0007426]
27	2640 West Monroe Street -- Disabled Parking Permit Number 131492; [O2024-0007428]
27	727 North St. Louis Avenue -- Disabled Parking Permit Number 132729; [O2024-0007462]
28	3432 West Jackson Boulevard -- Disabled Parking Permit Number 129947; [O2023-0004032]
28	1362 South Fairfield Avenue -- Disabled Parking Permit Number 131437; [O2024-0007081]
31	5238 West Deming Place -- Disabled Parking Permit Number 131539; [O2024-0006756]
31	2905 North Major Avenue -- Disabled Parking Permit Number 132250; [O2024-0006757]
31	3024 North Lowell Avenue -- Disabled Parking Permit Number 607097; [O2024-0006810]

Ward	Location And Permit Number
31	4723 West Deming Place -- Disabled Parking Permit Number 132358; [O2024-0006811]
31	5006 West Drummond Place -- Disabled Parking Permit Number 130886; [O2024-0006812]
31	5244 West Deming Place -- Disabled Parking Permit Number 131969; [O2024-0006814]
31	4949 West Parker Avenue -- Disabled Parking Permit Number 129794; [O2024-0006815]
31	3325 North Lockwood Avenue -- Disabled Parking Permit Number 132685; [O2024-0006816]
31	5259 West Wolfram Avenue -- Disabled Parking Permit Number 129914; [O2024-0006817]
31	2936 North Kolmar Avenue -- Disabled Parking Permit Number 132894; [O2024-0006818]
31	4455 West Altgeld Street -- Disabled Parking Permit Number 138867; [O2024-0006819]
31	3045 North Hamlin Avenue -- Disabled Parking Permit Number 132669; [O2024-0007458]
31	4455 West Altgeld Street -- Disabled Parking Permit Number 132867; [O2024-0007470]
32	2133 North Oakley Avenue -- Disabled Parking Permit Number 131981; [O2024-0006809]
32	2333 West Medill Avenue -- Disabled Parking Permit Number 132801; [O2024-0007082]
33	4903 North Lawndale Avenue -- Disabled Parking Permit Number 132519; [O2024-0006928]
33	4818 North Monticello Avenue -- Disabled Parking Permit Number 128007; [O2024-0007024]
33	4650 North Sacramento Avenue -- Disabled Parking Permit Number 132527; [O2024-0007206]

Ward	Location And Permit Number
33	4940 North Kedzie Avenue -- Disabled Parking Permit Number 132556; [O2024-0007207]
37	815 North Kostner Avenue -- Disabled Parking Permit Number 132132; [O2024-0006754]
37	1444 North Lavergne Avenue -- Disabled Parking Permit Number 132329; [O2024-0007109]
39	4253 North Lowell Avenue -- Disabled Parking Permit Number 132847; [O2024-0007468]
40	4241 West Lunt Avenue -- Disabled Parking Permit Number 110016; [O2023-0003460]
40	5817 North Maplewood Avenue -- Disabled Parking Permit Number 132034; [O2024-0007518]
40	2523 West Winnemac Avenue -- Disabled Parking Permit Number 132075; [O2024-0007521]
41	6671 West Devon Avenue -- Disabled Parking Permit Number 132701; [O2024-0007402]
45	4742 North Central Park Avenue -- Disabled Parking Permit Number 132631; [O2024-0007455]
46	1256 West Wilson Avenue -- Disabled Parking Permit Number 132649; [O2024-0007456]
46	3616 North Pine Grove Avenue -- Disabled Parking Permit Number 132884; [O2024-0007523]
49	1804 West Farwell Avenue (signs to be posted at 6912 North Ravenswood Avenue) -- Disabled Parking Permit Number 116664; [O2024-0007147]
49	6647 North Greenview Avenue -- Disabled Parking Permit Number 128471; [O2024-0007152]
49	6559 North Lakewood Avenue -- Disabled Parking Permit Number 130711; [O2024-0007155]

Ward	Location And Permit Number
49	7737 North Marshfield Avenue -- Disabled Parking Permit Number 116749; [O2024-0007163]
49	1628 West Sherwin Avenue -- Disabled Parking Permit Number 130920; [O2024-0007168]
49	1608 West Sherwin Avenue -- Disabled Parking Permit Number 131071; [O2024-0007170]
49	7318 North Ridge Boulevard -- Disabled Parking Permit Number 104615; [O2024-0007171]
49	1420 West Farwell Avenue -- Disabled Parking Permit Number 131291; [O2024-0007172]
49	7508 North Claremont Avenue -- Disabled Parking Permit Number 131324; [O2024-0007173]
49	7537 North Ridge Boulevard -- Disabled Parking Permit Number 130774; [O2024-0007174]
49	6912 North Greenview Avenue -- Disabled Parking Permit Number 104662; [O2024-0007175]
50	6434 North Mozart Street -- Disabled Parking Permit Number 115050; [O2024-0006551]
50	2724 West Rosemont Avenue -- Disabled Parking Permit Number 132615; [O2024-0006662]
50	6517 North Richmond Street -- Disabled Parking Permit Number 129831; [O2024-0006664]
50	6822 North Oakley Avenue -- Disabled Parking Permit Number 132538. [O2024-0006666]

*Repeal Of Disabled Permit Parking:*

Ward	Location And Permit Number
2	Repeal Disabled Parking Permit Number 83781 at 2036 North Racine Avenue; [O2024-0007116]

Ward	Location And Permit Number
11	Repeal Disabled Parking Permit Number 110674 at 3236 South Canal Street; [O2024-0006953]
11	Repeal Disabled Parking Permit Number 34505 at 320 West 30 <sup>th</sup> Street; [O2024-0006955]
11	Repeal Disabled Parking Permit Number 101681 at 3039 South Canal Street; [O2024-0006985]
12	Repeal Disabled Parking Permit Number 114420 at 3315 South Oakley Avenue; [O2024-0007384]
13	Repeal Disabled Parking Permit Number 111509 at 5818 South Mobile Avenue; [O2024-0006972]
13	Repeal Disabled Parking Permit Number 119457 at 6239 South Moody Avenue; [O2024-0006973]
13	Repeal Disabled Parking Permit Number 70866 at 6418 South Narragansett Avenue; [O2024-0006974]
13	Repeal Disabled Parking Permit Number 97089 at 5753 West 63 <sup>rd</sup> Place; [O2024-0006987]
18	Repeal Disabled Parking Permit Number 121132 at 7918 South Campbell Avenue; [O2024-0007429]
22	Repeal Disabled Parking Permit Number 99359 at 2721 South Trumbull Avenue; [O2024-0007376]
22	Repeal Disabled Parking Permit Number 76012 at 3203 South Karlov Avenue; [O2024-0007378]
22	Repeal Disabled Parking Permit Number 67198 at 3224 South Karlov Avenue; [O2024-0007381]
23	Repeal Disabled Parking Permit Number 111515 at 3928 West 63 <sup>rd</sup> Place; [O2024-0006637]

Ward	Location And Permit Number
23	Repeal Disabled Parking Permit Number 116267 at 5117 South Kilpatrick Avenue; [O2024-0006652]
23	Repeal Disabled Parking Permit Number 106512 at 5315 South Hamlin Avenue; [O2024-0006706]
23	Repeal Disabled Parking Permit Number 119436 at 6848 South Tripp Avenue; [O2024-0006946]
31	Repeal Disabled Parking Permit Number 114497 at 5110 West Oakdale Avenue; [O2024-0006813]
31	Repeal Disabled Parking Permit Number 127008 at 2938 North Luna Avenue; [O2024-0007053]
33	Repeal Disabled Parking Permit Number 27559 at 3614 West Leland Avenue; [O2024-0006930]
35	Repeal Disabled Parking Permit Number 65007 at 2125 North Keystone Avenue; [O2024-0007006]
35	Repeal Disabled Parking Permit Number 101295 at 2151 North Sawyer Avenue; [O2024-0007007]
38	Repeal Disabled Parking Permit Number 96819 at 3711 North Pacific Avenue; [O2024-0006981]
38	Repeal Disabled Parking Permit Number 127838 at 3904 North Nordica Avenue; [O2024-0006983]
40	Repeal Disabled Parking Permit Number 71905 at 6113 North Winchester Avenue; [O2024-0007525]
40	Repeal Disabled Parking Permit Number 95638 at 1940 West Hood Avenue. [O2024-0007526]

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.

[SO2024-0007647]

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

CHICAGO, February 21, 2024.

*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 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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
12	3800 -- 3824 South Sacramento Avenue (west side) -- Residential Permit Parking Zone 442 -- at all times -- all days; [O2024-0007373]
29	Amend residential permit parking (passed January 24, 2024) at 0 -- 100 North Pine Avenue (both sides of the street) -- at all times -- all days by inserting: "Zone 243"; [O2024-0007515]
33	Repeal Residential Permit Parking Zone 2395 at 3904 -- 3942 North Whipple Street -- at all times -- all days; [O2024-0007214]
40	Amend Residential Permit Parking Zone 2342 at various portions of West Norwood Street, North Wolcott Avenue, West Hood Avenue, North Winchester Avenue, North Damen Avenue, North Seeley Avenue, North Hoyne Avenue, North Hamilton Avenue, North Leavitt Street and North Ravenswood Avenue; [O2023-0006107]
40	Amend Residential Permit Parking Zone 233 at 1617 -- 1726 West Glenlake Avenue, 6000 -- 6141 North Paulina Street, 6027 -- 6074 and 6100 -- 6152 North Hermitage Avenue, and 6003 -- 6081 North Ridge Avenue; [O2023-0006108]
40	Amend Residential Permit Parking Zone 43 at 2515 -- 2407 West Berwyn Avenue (both sides), 5254 North Campbell Avenue (both sides) and 2439 -- 2400 West Farragut Avenue (both sides) -- 3:00 P.M. to 9:00 P.M. -- all days by striking: "2439 -- 2400" and inserting: "2441 -- 2404" in lieu thereof; [O2024-0007529]

Ward	Location And Permit Number
45	Amend residential permit parking (passed January 24, 2024) at 5008 -- 5042 (west side) and 5015 -- 5043 (east side) North Marmora Avenue -- 3:00 P.M. to 11:00 P.M. -- Thursday through Sunday by inserting: "Zone 2430"; [O2024-0007517]
50	Amend Residential Permit Parking Zone 1587 at 6413 -- 6458 North Bell Avenue (east and west sides) -- 5:00 P.M. to 9:00 A.M. -- all days (passed October 26, 2022, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 53369) by striking: "6413" and inserting: "6412" in lieu thereof. [O2024-0006842]

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

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#### INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2024-0007648]

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

CHICAGO, February 21, 2024.

*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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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
7	East 77 <sup>th</sup> Street and South Yates Boulevard -- "All Way Stop" sign, stopping all approaches; [O2024-0007418]
7	East 100 <sup>th</sup> Street and South Merrill Avenue -- "All Way Stop" sign, stopping all approaches; [O2024-0007424]
8	East 81 <sup>st</sup> Street and South Luella Avenue -- "All Way Stop" sign, stopping all approaches; [Or2023-0006153]
23	West 57 <sup>th</sup> Street and South Lawndale Avenue -- "All Way Stop" sign, stopping all approaches; [Or2024-0006667]

Ward	Location And Type Of Sign
29	West Thomas Street and North Mayfield Avenue -- "Stop" sign, stopping westbound on West Thomas Street for North Mayfield Avenue; [O2023-0006069]
29	West Wabansia Avenue and North Mango Avenue -- "All Way Stop" sign, stopping all approaches; [O2024-0007400]
32	West Roscoe Street, from North Damen Avenue to North Wolcott Avenue -- Speed Limitation -- 20 miles per hour; [O2024-0007530]
43	West Armitage Avenue and North Howe Avenue -- "All Way Stop" sign, stopping all approaches; [O2023-0005088]
44	Amend single direction: East/West Waveland Avenue, from North Wilton Avenue to the first alley west of North Halsted Street -- one-way easterly; [O2024-0007405]
45	North Leoti Avenue and North Tonty Avenue -- "All Way Stop" sign, stopping all approaches; [O2024-0006961]
45	West Berwyn Avenue and North Moody Avenue -- "All Way Stop" sign, stopping all approaches; [O2024-0006963]
45	North Hiawatha Avenue and North Jean Avenue -- "All Way Stop" sign, stopping all approaches. [O2024-0006967]

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

**COMMITTEE ON POLICE AND FIRE.**

AMENDMENT OF CHAPTER 2-84 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-84-510 ESTABLISHING COMPREHENSIVE STAFFING ANALYSIS FOR DEPARTMENT OF POLICE.

[O2023-0006424]

The Committee on Police and Fire submitted the following report:

CHICAGO, February 21, 2024.

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

Your Committee on Police and Fire held a meeting on Monday, February 5, 2024, in person to consider the amendment of Municipal Code Chapter 2-84 by adding new Section 2-84-510 establishing comprehensive staffing analysis for the Department of Police (O2023-0006424) and having 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 the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRISTOPHER TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has a duty to ensure all residents feel and are safe and secure in their homes, workplaces, schools, and communities; and

WHEREAS, Chicago Police Department ("Department") response times for 911 calls vary across the Department's 22 police districts; and

WHEREAS, Workforce allocation studies analyze data to help police departments distribute personnel resources to maintain sustainable and adequate staffing coverage, meet public safety needs, and eliminate disparities in police response times; and

WHEREAS, Workforce allocation studies are standard for police departments and have been completed by major cities including San Diego, San Francisco, and Houston; and

WHEREAS, Staffing models are used to adjust personnel routinely at various intervals throughout the year in cities including Los Angeles and New York City; and

WHEREAS, The 2019 federal consent decree requires the Department to develop a staffing model that considers "data-driven resource allocation methods incorporating district-specific factors, including, but not limited to, calls for service, public violence, and property crime"; and

WHEREAS, Consent decree paragraph 356 states that the Department "will ensure that it makes staffing and allocation decisions that provide for:

- a. the number of patrol field supervisors to ensure span of control and unity of command as required in this Part;
- b. the number of well-trained, qualified FTOs, as required in Part H of the Training section of this Agreement;
- c. the number of well-trained, qualified staff to train recruits and officers, as required in Part D of the Training section of this Agreement;
- d. the number of well-trained, qualified staff to conduct timely misconduct investigations, as required in the Accountability and Transparency section of this Agreement;
- e. the number of certified CIT Officers, as required in Part D of the Crisis Intervention section of this Agreement; and
- f. the number of officer assistance and wellness staff as required in the Officer Wellness and Support section of this Agreement"; and

WHEREAS, The Department commissioned two partially completed workforce allocation studies, including one in 2016 by an independent consultant, and another in 2019 by the University of Chicago Crime Lab, which did not take into account the requirements of consent decree paragraph 356 detailed above; and

WHEREAS, Chicago stands to benefit from a complete, comprehensive, data-driven workforce allocation model to make equitable and transparent staffing deployment and assignment decisions; now, therefore,

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

SECTION 1. Chapter 2-84 of the Municipal Code of the City of Chicago is hereby amended by inserting a new Section 2-84-510 as follows:

2-84-510 Comprehensive Staffing Analysis For The Department.

(a) Within 90 days after the effective date of this section, the Department of Police ("Department"), in consultation with the Deputy Mayor for Community Safety, shall identify and enter into an agreement with a qualified third party to conduct a comprehensive staffing analysis.

(b) The comprehensive staffing analysis will include Department-wide staffing levels and workforce allocation analysis in every Department bureau and unit and at every rank, including sworn and civilian members, to help ensure that the Department has sufficient staffing and efficient workforce allocation.

(c) The Department shall provide quarterly updates on the progress of the third party's work to the Mayor and the full City Council no later than March 1, 2024; June 1, 2024; September 1, 2024; and December 1, 2024.

(d) The third party shall complete the comprehensive staffing analysis and deliver a written report and recommendations to the Department within one year of the execution of the agreement described in section (a) above. The Department shall deliver a complete copy of the written report and recommendations to the Mayor, the full City Council, the Community Commission for Public Safety and Accountability, and the Office of Public Safety Administration within 10 days of receipt. The Department shall also release a complete copy of the written report and recommendations to the public within 10 days of receipt.

(e) A joint committee consisting of the Committee on Police and Fire and the Committee on Ethics and Government Oversight shall hold a hearing to take place within 30 days of the released report and recommendations.

(f) The comprehensive staffing analysis shall develop a data-driven allocation methodology inclusive of the requirements of consent decree paragraph 356, or any succeeding requirements, that shall be used moving forward to adjust Department staffing at least once a year, no later than April 1.

SECTION 2. This ordinance takes effect upon passage and publication.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS  
AND RECREATION.**

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CITY-SPONSORED SPECIAL EVENTS FOR YEAR 2024.

[O2024-0007317]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, February 14, 2024.

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

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0007317) for the City of Chicago Special Events Ordinance 2024, having 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 unanimous vote of the members of the committee present, and with no dissenting votes on February 14, 2024.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,  
*Chair.*

On motion of Alderperson Sposato, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 as defined in Section 6(a), Article VII 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, through the Department of Cultural Affairs and Special Events ("DCASE"), sponsors and conducts unparalleled exhibits, programs, festivals, and cultural and entertainment events as further described by this ordinance (collectively "Events") in City facilities managed by DCASE and other City departments and throughout the City's streets, parks and neighborhoods; and

WHEREAS, The Events promote the public interest by providing vital recreation for the citizens of the City and from around the world, enhancing the cultural life of the City, and bringing together large numbers of people from every segment of society to meet and share in common social experiences in celebration of the City; and

WHEREAS, The City Council wishes to confer supplemental authority relating to the management and execution of Events, and also to vest the Commissioner with contracting authority important to the functioning of DCASE, including the operation of retail shops at DCASE's facilities, and the authority to buy, maintain, and restore art, all as specified in this ordinance; now, therefore,

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

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth herein.

SECTION 2. DCASE is authorized to sponsor and produce the Events set forth in Exhibit A attached to this ordinance. Subject to the availability of funds, DCASE may add additional programs, exhibits, festivals, cultural and/or entertainment events to Exhibit A.

SECTION 3. Those revenues that the Events may generate in a given year in excess of revenues that have been appropriated in the Appropriation Ordinance for that year, as well as all City revenues collected in connection with concession agreements entered pursuant to this ordinance, must be deposited into Fund Number 355, and are subject to appropriation. All agreements and extensions authorized in this ordinance shall: (1) be made subject to the availability of duly appropriated funds; (2) contain such other terms and conditions as the Commissioner deems reasonable and appropriate; and (3) be subject to the approval of the Corporation Counsel.

SECTION 4. (a) DCASE is authorized to operate concessions at the Events, including through third parties, selling items of interest to the public.

(b) The Commissioner is authorized to execute agreements with theater groups, performers, artists, entities promoting the arts, and art organizations selected by the Commissioner, which may include rights to use City space for performances or art exhibits in facilities that DCASE manages for free or reduced rent, provided that such uses are consistent with and further the mission of DCASE. Such agreements may authorize such entities to sell works of art or tickets to performances or exhibitions and to keep the proceeds and may also provide for the City to give financial or promotional support to the entity.

SECTION 5. (a) DCASE is authorized to impose application fees and/or registration fees in connection with certain Events, as follows: (i) Online talent submissions to perform at Events -- a fee of not more than Ten and no/100 Dollars (\$10.00); and (ii) any other Event where, based on the location of the Event, the estimated number of participants in the Event, the duration of the Event or any other relevant factor set forth in duly promulgated rules, DCASE determines that an application fee and/or registration fee is required for such Event. Provided, however, that if an application fee and/or registration fee is assessed under this item (ii), such fee shall not exceed One Hundred and no/100 Dollars (\$100.00) and shall be reasonably related to the costs incurred by DCASE in connection with the administration of such Event. Any balance remaining from the application fees and/or registration fees after payment of the costs of the respective Event must be applied to the costs incurred by the City with respect to various other Events.

(b) DCASE is authorized to sell tickets for admittance to Events that take place at venues where DCASE Events are held. The number of tickets sold shall not exceed 25 percent (25%) of the total capacity of the venue; 75 percent (75%) of the venue shall remain free of charge. The average cost per ticket sold to these concerts shall not exceed Twenty-five and no/100 Dollars (\$25.00) and the cost of no ticket shall exceed One Hundred and no/100 Dollars (\$100.00). Such tickets shall include admittance to special limited access events that occur during Taste of Chicago, and events held at food or beverage specialty pavilions during DCASE Events. Any balance remaining from the sale of tickets after payment of the costs of the event shall be applied to the costs incurred by the City with respect to various other Events. Notwithstanding Section 18, the Commissioner is authorized to enter into and execute agreements with one or more entities to provide ticket selling services for the tickets referenced in this subsection, provided that the duration of any such agreement shall not exceed two years.

SECTION 6. DCASE must impose a service charge of Three and no/100 Dollars (\$3.00) on the purchase of each strip, sheet, or other group of fourteen (14) coupons redeemable for food and beverage at Taste of Chicago. DCASE may also sell coupons in electronic and other formats and at quantities greater or less than fourteen (14). The service charge for an individual coupon must not be greater than  $\frac{1}{14}$  of Three and no/100 Dollars (\$3.00). The service charge will be applied to the City's costs for these Events, which include, without limitation: security, entertainment, programming, production and marketing, maintenance operation, restroom facilities, inclusion of dining areas and picnic tables, and public relations efforts regionally, nationally, and internationally. Any balance remaining from the service charge revenues after payment of these costs must be applied to the costs incurred by the City with respect to various other Events.

SECTION 7. On behalf of the City, DCASE may donate the amount of one percent (1%) of the total ticket sales, less service charge revenues and sales tax, generated from Taste of Chicago for the relief of malnutrition to not-for-profit organizations and/or for job training in the culinary arts industry in the City as directed by the Commissioner.

SECTION 8. The Commissioner is authorized to charge festival and event organizers for costs incurred by the City in connection with a Special Event, as such term is defined in Section 10-8-335(a) of the Municipal Code of Chicago, or a Parade or Athletic Event, as such terms are defined in Sections 10-8-330(a) and 10-8-332, or such other events for which the City provides special services of the type described in Section 10-8-335(a)(1)(B). The Commissioner is authorized to promulgate rules, subject to the approval of the Corporation Counsel, as the Commissioner determines are necessary or desirable to implement this section by posting these rules at the DCASE main offices. The Commissioner is authorized to collect payments from festival and event organizers for such costs for deposit in Fund Number 355. The funds collected by the City pursuant to this section will be used only to reimburse various funds described in the applicable year's Annual Appropriation Ordinance for the costs referenced above.

SECTION 9. DCASE is authorized from time to time to sell at auction or otherwise any excess quantities of events and sports-related banners, posters, and related memorabilia. The Commissioner may use any balance remaining after applying the proceeds to the costs of the sales: (i) to donate to not-for-profit organizations devoted to the relief of malnutrition in the City; or (ii) to purchase holiday gifts and provide holiday entertainment for needy Chicago children.

SECTION 10. The Commissioner is authorized to enter into and execute agreements, for a term of up to two (2) years, with vendors, contractors, and consultants for goods or services in connection with the Events, including but not limited to: souvenir vendors, art vendors, providers of amusement games and rides and for hospitality, supply of signage, protocol gift and floral services, maintenance services, security services, and fireworks for Events; provided, however, that the Commissioner or designees shall select the vendors, contractors and consultants by evaluating their qualifications and proposals submitted in response to publicly advertised solicitations. Public advertisements must consist of publishing an advertisement either in a newspaper of general circulation or on the City of Chicago website. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms': (i) cost proposals; (ii) compliance with the requirements of the solicitation; (iii) qualifications to perform or provide the required service; (iv) experience in performing or providing the service; (v) ability to exercise flexibility to meet the City's needs; and (vi) ability to address issues relating to health, safety and sanitation; and other factors the Commissioner deems important for the successful operation of the Events. Agreements entered into under this section shall provide the City the right to terminate such agreements early and may permit the extension of such agreements up to a maximum of two (2) years under terms and conditions consistent with the terms of the publicly advertised solicitation.

SECTION 11. (a) The Commissioner is authorized, after evaluation of qualifications and proposals submitted in response to a publicly advertised solicitation or otherwise publicly disseminated solicitation, such as the mailing of applications to qualified entities or posting on the City of Chicago website, as determined in the Commissioner's discretion, to enter into and execute agreements, for up to one (1) year, with food and beverage vendors. When evaluating responses to a solicitation, the Commissioner will consider such facts as the firms: (i) cost proposals; (ii) compliance with the requirements of the solicitation; (iii) qualifications to perform or provide the required service; (iv) experience in performing or providing the service; (v) ability to exercise flexibility to meet the City's needs; and (vi) ability to address issues relating to health, safety and sanitation; and other factors the Commissioner deems important for the successful operation of the Events.

All agreements entered into under this section shall provide the City the right to terminate such agreements early. Such agreements may also require food and beverage vendors to tender security deposits or allow the Commissioner to collect liquidated damages to ensure compliance with rules that the Commissioner may promulgate pertaining to food and beverage vendors.

(b) The Commissioner is authorized to enter into and execute agreements with: (i) such persons (as that term is defined in Municipal Code Section 1-4-090) whom the Commissioner reasonably deems to be Renowned Food and Beverage Vendors (as defined below); (ii) persons who prepare and sell items at an Event based upon the recipes of and with the express written permission of a Renowned Food and Beverage Vendor; and (iii) food service industry organizations representing Renowned Food and Beverage Vendors. "Renowned Food and Beverage Vendor" shall mean a person renowned for the degree of culinary expertise possessed by the person if an individual, or the head chef of the person, if an entity. Such food and beverage vending agreements will not be subject to the public solicitation requirement set forth in subsection (a) above.

SECTION 12. The Commissioner is authorized to enter into and execute agreements, for up to two (2) years, with one or more firms to design, assemble, install, transport, mount, erect, dismantle, refurbish, store or manage the storage of temporary displays, booths, or other event-related materials at Events or provide Event production, preparation, management, coordination or supervision, and to extend the terms of such agreements for up to two (2) years.

SECTION 13. For purposes of this Section 13, "Performer and Exhibition Agreements" means agreements with performers, caterers, announcers, musicians, artists, panelists, grant reviewers, guest curators and exhibitors. Performer and Exhibition Agreements are required to contain only those provisions deriving from State law that preempt the City's home rule authority.

SECTION 14. The Commissioner is authorized to enter into and execute intergovernmental cooperation agreements to sponsor and/or produce the Events, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification between the City and those governmental units. The intergovernmental

cooperation agreements may be with any necessary or appropriate federal, state, or local government unit, including, without limitation, the Chicago Park District with respect to use of any Park District property and the United States Army Corps of Engineers with respect to the use of the Monroe Harbor Breakwater.

SECTION 15. The Commissioner is authorized to enter into and execute agreements with Sponsors of the Events or their agents, including, without limitation, commercial or other business sponsors and media sponsors, which may include, without limitation, terms allowing sponsors to promote, distribute samples of or sell, food, goods and/or services, for up to three (3) years, and to extend the terms of such agreements for up to two (2) years. For those sponsorship agreements in which the sponsor provides in-kind contributions, those in-kind contributions shall be used in connection with the Events. All sponsorship agreements shall provide the City the right to terminate such agreements early.

SECTION 16. The Commissioner is authorized to enter into and execute short-term lease agreements with persons that are the lessors of the sites at which the Events may be held, which may include, without limitation, terms relating to exchange of any consideration, insurance and indemnification by the City to the lessors.

SECTION 17. The Commissioner is authorized to enter into and execute agreements, for up to two (2) years, to commission works by or provide visual, performance or other artists, caterers, announcers, musicians, panelists, grant reviewers, and guest curators, other entertainment and production or operations staff at the Events, and to extend the terms of the agreements for up to two (2) years.

SECTION 18. The Commissioner is authorized to enter into and execute an agreement, for a term of one (1) year, with an entity selected by the Commissioner through a request for proposals issued pursuant to Section 10 hereof for beverage and food management, which may include, without limitation, providing services such as ticket selling, purchasing supplies and renting equipment at such Events as determined by the Commissioner, including, but not limited to, Events in Grant Park. The agreements may include, without limitation, terms providing the City with the option to make advance payments to the contractor, as determined solely by the Commissioner. The Commissioner is authorized to extend the term of such agreement for up to two (2) years.

SECTION 19. The Commissioner is authorized to enter into contracts with providers of recreational inflatables, for a term not to exceed five (5) years. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof. The Commissioner is authorized to establish criteria for a grant program to communities for such recreational inflatables in rules, and to make grants of such recreational inflatables to such communities pursuant to the terms of such rules.

SECTION 20. The Commissioner is authorized to enter into contracts with entities to operate retail shops in facilities managed by DCASE, including the Chicago Cultural Center Cafe, the Farmstand at 66 East Randolph Street, and the Gift Shop at the Chicago Cultural Center. Such contractors shall be selected pursuant to the process outlined for contracts in Section 10 hereof.

SECTION 21. (a) The Commissioner is authorized to enter into contracts with individuals or public or private entities to commission, create, or produce (which shall include procuring temporary rights to, installing, and maintaining) temporary art exhibitions and exhibitions of other items of public interest. "Temporary art exhibition" shall mean an exhibition that extends for a maximum term of twelve (12) months. The Commissioner shall have the authority to establish selection guidelines for the temporary art exhibits, including determining whether any selection will be made by open competition, limited entry (invitational) or direct selection, and the authority to make final selection of the artwork to be exhibited.

(b) The Commissioner is authorized to enter into contracts with individuals or entities to restore, install, and maintain artwork.

(c) All contracts described in this section may include, without limitation, the provision of insurance and indemnification by the City to such contractors.

SECTION 22. The Commissioner is authorized to enter into contracts with entities to provide tourism services, including without limitation marketing and programming. Such contractors shall be selected pursuant to the process outlined in Section 10.

SECTION 23. The Commissioner is authorized to execute other documents ancillary to the agreements described in this ordinance, including certifications and assurances that are required in connection with the sponsorship and/or production of the Events.

SECTION 24. The Commissioner is authorized to enter into and execute agreements, for up to three (3) years, for the production, distribution and sale of souvenir program books and other promotional materials to be produced at no cost to the City, and to extend the terms of such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising within the souvenir program book, vend the souvenir program book and retain all or part of the proceeds from these activities. Such agreements shall provide the City the right to terminate the agreement early.

SECTION 25. The Commissioner is authorized to enter into and execute an agreement, for a term of up to two (2) years, with a contractor to provide LED screen(s) and associated labor and equipment in connection with Events, and to extend the term of such agreement for up to two (2) years. This agreement may contain terms that permit the contractor to sell advertising to third parties to be displayed on the LED screen (subject to prior approval by DCASE of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 26. The Commissioner is authorized to enter into and execute agreements, for a term of up to two (2) years, with contractors to provide an advertising system with respect to portable toilets and/or refuse carts in connection with Events, and to extend the term of

such agreements for up to two (2) years. These agreements may contain terms that permit the contractor to sell advertising to third parties to be displayed using the system (subject to prior approval by Commissioner of the proposed advertising) during Events, and to retain all or part of the proceeds from the advertising. Any such agreement shall permit the City to terminate the agreement early.

SECTION 27. The Commissioner is authorized to enter into and execute grant agreements to support the department and its programs. Funding from these grant agreements are subject to appropriation. The Commissioner is also authorized to enter into and execute grant agreements for in-kind services including without limitation, consultation, loans or grants of personal property, and intellectual property.

SECTION 28. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this ordinance does not affect the remaining portions of the ordinance.

SECTION 29. This ordinance shall take full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Events.*

Air and Water Show;

Chicago Blues Festival;

Chicago Gospel Music Festival;

Chicago House Music Festival;

Taste of Chicago (or other citywide food festivals);

Chicago Jazz Festival;

World Music Festival;

International Theater Festival;

Chicago SummerDance;

Public art Projects, including Percent for Art;

Recreational Inflatables;

Farmers Markets;

Halloween Festivities and Display(s);

Maxwell Street Market Events;

Extreme Sporting Events;

Hosting National and International Touring Sports Events;

Kids and Kites Festival;

Co-sponsored Neighborhood Festivals;

Parades;

Mayoral Receptions;

Holiday Decorating and Programming throughout Downtown Business District;

Performances, programs, events and exhibitions in the Chicago Cultural Center; Millennium Park; Grant Park; Gallery 37 Center for the Arts; 72 East Randolph Street; Clarke House Museum and the Women's Park and Gardens; The City Gallery at the Historic Water Tower; the Water Works Visitor Information Center; Maxim's; The Nancy Goldberg International Center; and Daley Center Plaza and other venues throughout the City;

Citywide Seasonal or other Public, Cultural Memorial and Entertainment Events around the City's Waterways;

Creative Chicago Expo;

Programs, Exhibitions and Seminars supporting Chicago's Creative Industries;

Promotional/Preview events in conjunction with Events listed in this Exhibit A;

Sponsorship and Fundraising Events to benefit the Department of Cultural Affairs and Special Events; and

Cultural Grants Program.

**COMMITTEE ON ZONING, LANDMARKS  
AND BUILDING STANDARDS.**

---

AMENDMENT OF SECTION 17-6-0403-F OF MUNICIPAL CODE BY REQUIRING SPECIAL USE APPROVAL FOR RELIGIOUS ASSEMBLIES WITHIN PLANNED MANUFACTURING DISTRICT NO. 11.

[SO2024-0007343]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 21, 2024.

*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 February 20, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number SO2024-0007343 for amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for religious assembly permits in Planned Manufacturing District Number 11 located in the 25<sup>th</sup> Ward.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 3<sup>rd</sup>, 15<sup>th</sup>, 21<sup>st</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 43<sup>rd</sup> and 46<sup>th</sup> Wards.

Lastly, pages 2 through 12 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 21<sup>st</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>, 32<sup>nd</sup>, 35<sup>th</sup>, 36<sup>th</sup>, 38<sup>th</sup>, 40<sup>th</sup>, 44<sup>th</sup>, 45<sup>th</sup> and 49<sup>th</sup> Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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 17-6-0400 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck-through language and inserting the underscored language as follows:

(Omitted text is unaffected by this ordinance.)

17-6-0403-F Use Table And Standards.

17-6-0403-F Use Table And Standards.																				
USE GROUP	PMD (Planned Manufacturing District)															Use Standard				
Use Category	No. 2	No. 3	No. 4		No. 5	No. 6	No. 7		No. 8		No. 9	No. 10	No. 11		No. 12		No. 13	No. 14	No. 15	
			A	B			A	B	A	B			A	B						
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed																				
PUBLIC AND CIVIC																				
(Omitted text is unaffected by this ordinance.)																				
E. Public Safety Services	-	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
F. <u>Religious Assembly</u>	-	-	-	-	-	-	-	-	-	-	-	-	-	<u>S</u>	-	-	-	-	-	
F. <u>G. Utilities and Services, Minor</u>	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
G. <u>H. Utilities and Services, Major</u>	P	P	S	S	S	S	S	S	S	S	S	S	S	P	S	P	P	P	P	
COMMERCIAL																				
H. Adult Use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	§ 17-0-0101
I. Animal Services																				
(Omitted text is unaffected by this ordinance.)																				

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

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AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 21, 2024.

*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 February 20, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number SO2024-0007343 for amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for religious assembly permits in Planned Manufacturing District Number 11 located in the 25<sup>th</sup> Ward.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 3<sup>rd</sup>, 15<sup>th</sup>, 21<sup>st</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 43<sup>rd</sup> and 46<sup>th</sup> Wards.

Lastly, pages 2 through 12 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 21<sup>st</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>, 32<sup>nd</sup>, 35<sup>th</sup>, 36<sup>th</sup>, 38<sup>th</sup>, 40<sup>th</sup>, 44<sup>th</sup>, 45<sup>th</sup> and 49<sup>th</sup> 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Mitchell 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.*

(As Amended)

(Application No. 22329)

(Common Address: 305 N. Ogden Ave.)

[SO2024-0007054]

*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 the M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area generally bounded by:

West Carroll Avenue; North Ada Street; West Fulton Street; and North Ogden Avenue,  
to the designation of DS-5 Downtown Service District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Existing Zoning Map; Project Sites; Site Plan; Existing First Floor Plan (North and South Halves); Existing Second Floor Plans; Third Floor Plan/Roof Plan; and Existing North, South, East and West Building Elevations attached to this ordinance printed on pages 9672 through 9681 of this *Journal*.]

Project Narrative attached to this ordinance reads as follows:



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**Project Narrative****FINAL FOR PUBLICATION**

---

Date: January 2, 2024

Re: Zoning Change from M2-3 to DS-5  
Existing Mixed Use Commercial building  
305 N. Ogden Ave.  
Chicago, IL  
Industrial Corridor Map Amendment

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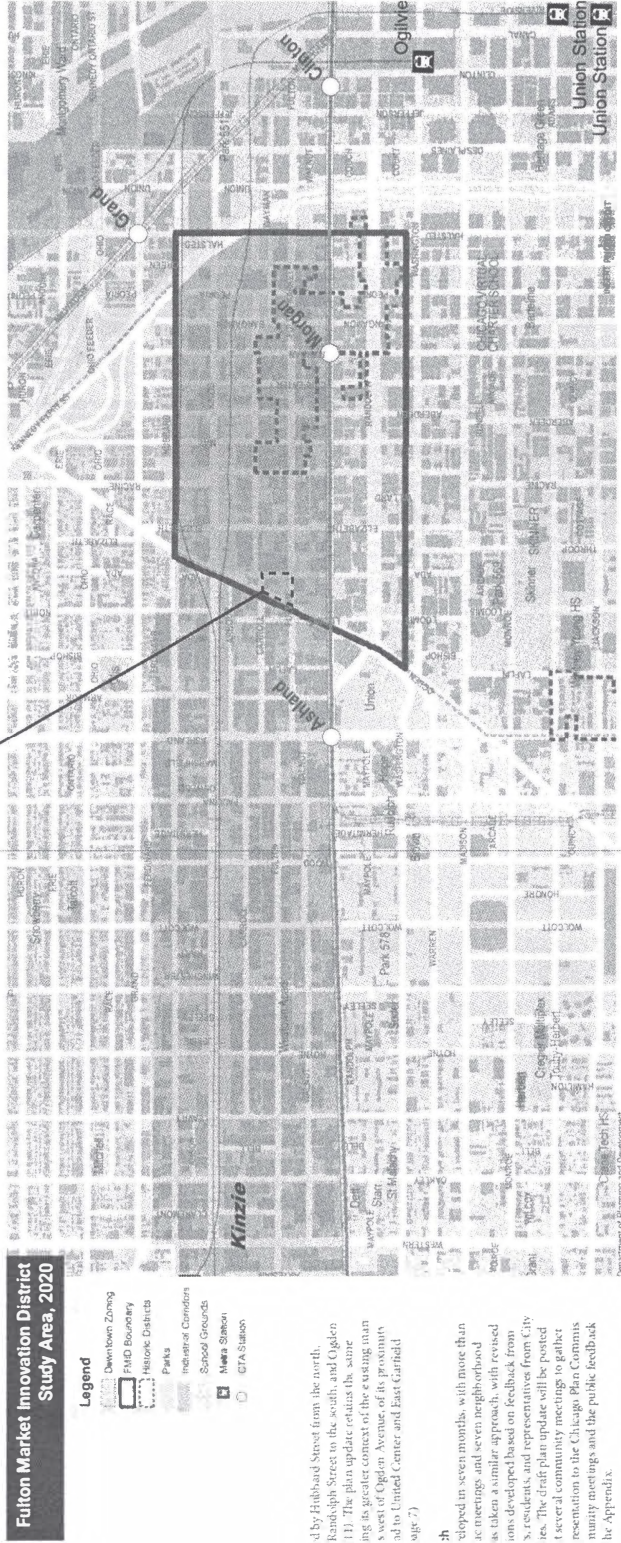
The subject property ("Property") is located at 305 N. Ogden, the northeast corner of North Ogden and West Fulton Street. The existing building is 3-story commercial building with a basement. The existing user is Blue Plate Catering, which operates its catering business in addition to accessory office, retail uses, and low hazard industrial uses. There are 25 existing outdoor parking spaces. The site is 45,511 SF, and is currently zoned M2-3, and is located in the Kinzie Industrial Corridor. Because of its location in an Industrial Corridor, the proposed rezoning to DS-5 is subject to a hearing before the Chicago Plan Commission and the City Council Committee on Zoning.

The proposed rezoning to a DS district will alleviate any license restrictions on the amount of office, retail and the building's use as a prospective event venue, including a rooftop space, as the property owners originally planned when the building was designed and built in 2015-16. The project is privately funded.



FINAL FOR PUBLICATION

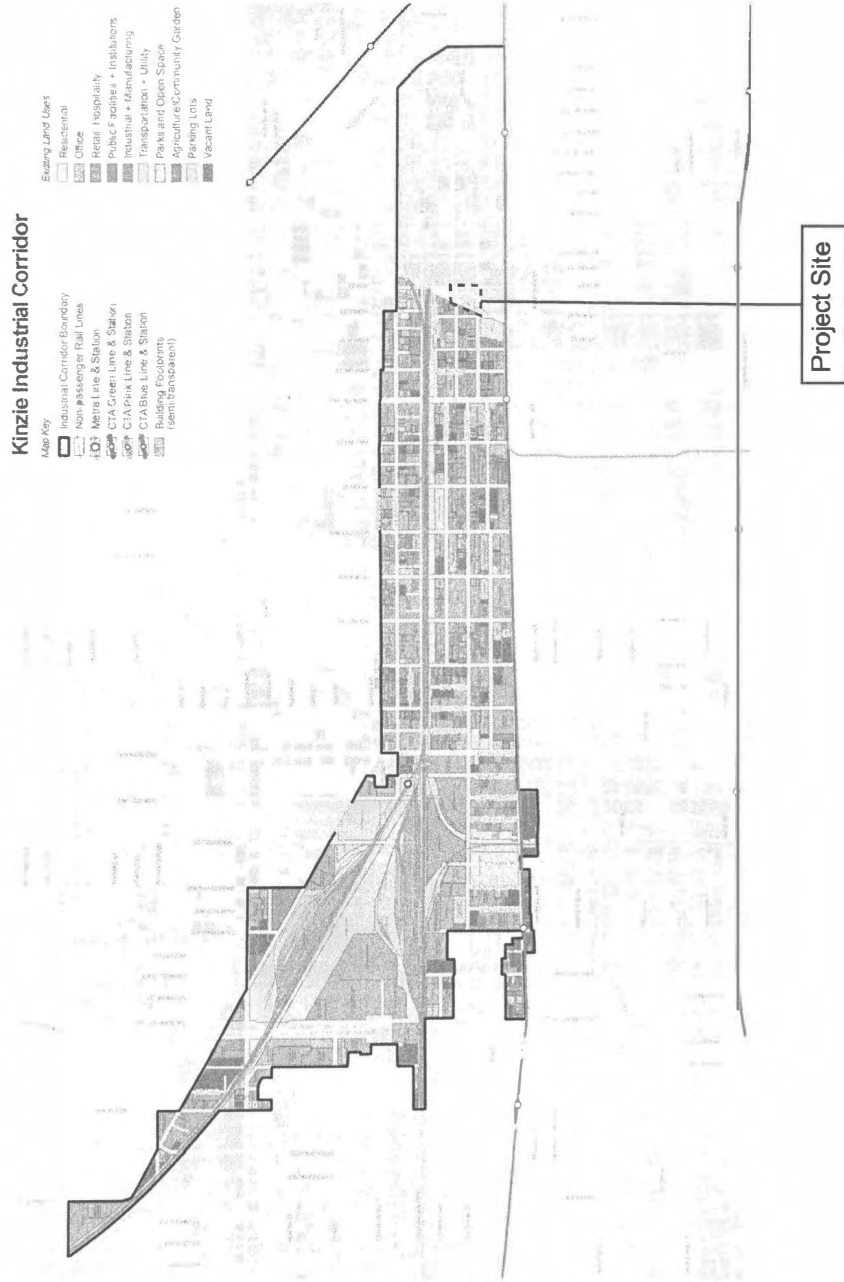
Project Site



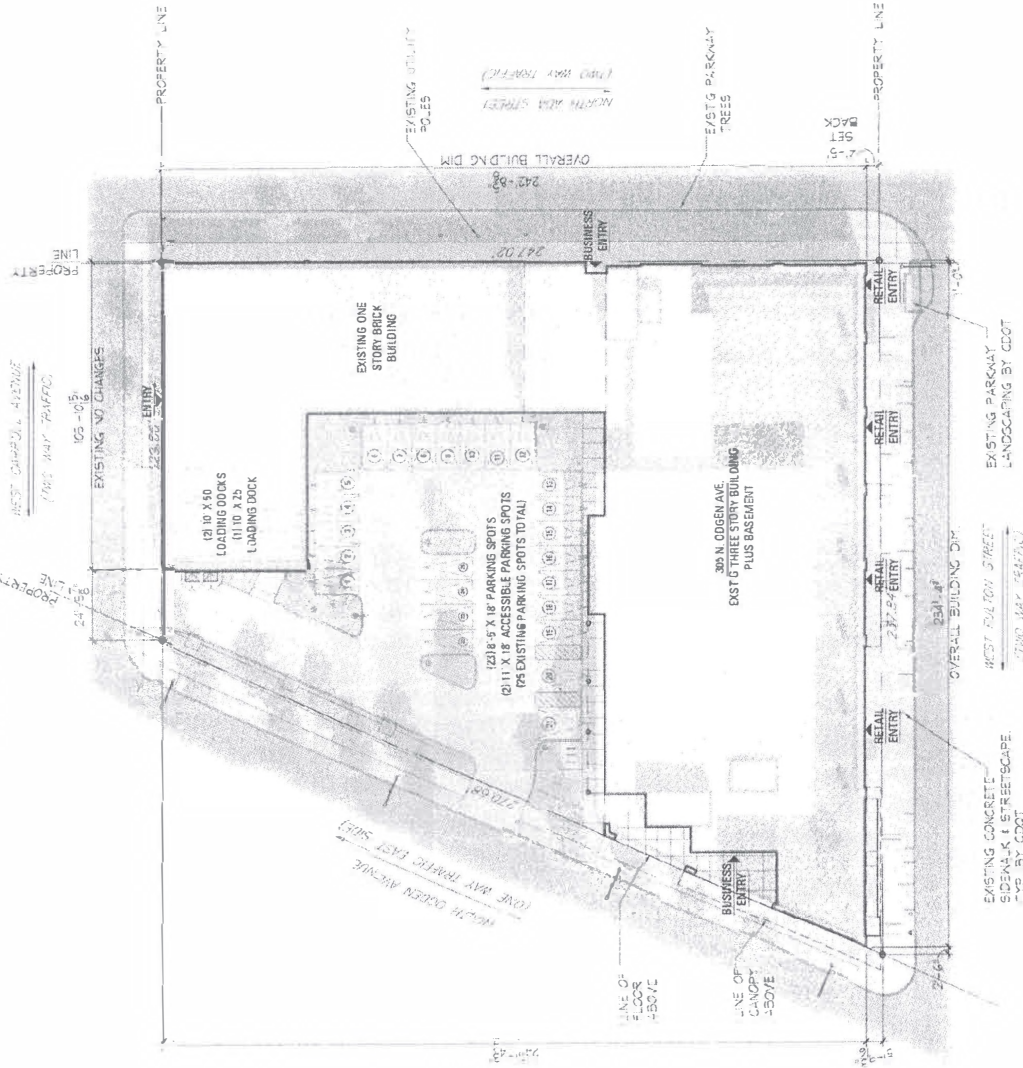
Map by Hubbard Street from the north, Randolph Street to the south, and Ogden Street to the east. The map update retains the same context of the existing map, but with a greater context of the existing map, a west of Ogden Avenue, and its proximity to United Center and East Garfield.

Map was updated in seven months, with more than 100 meetings and seven neighborhood development groups. The map update is a similar approach, with revised maps developed based on feedback from residents and representatives from City Council. The first plan update will be published in the next few months. The map update will be published in the next few months. The map update will be published in the next few months. The map update will be published in the next few months.

FINAL FOR PUBLICATION

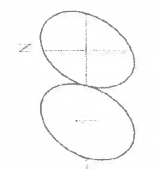


FINAL FOR PUBLICATION

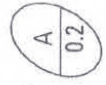


**jsa**  
 jonathan SPLITT architects ltd.  
 4001 north ravenwood avenue  
 suite 501  
 chicago illinois 60613-2576  
 773 883 1017 fax 773 883 3081

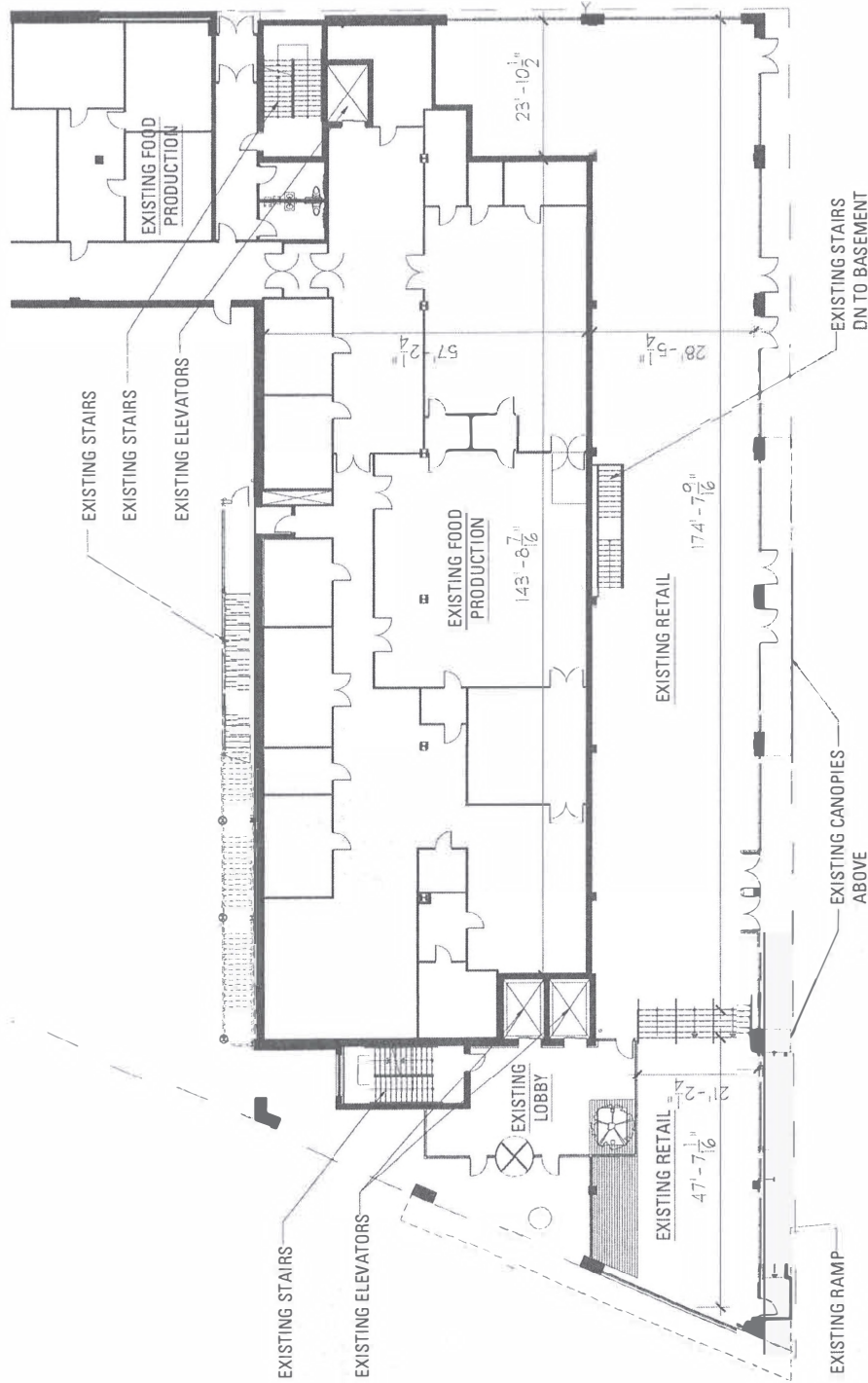
**SITE PLAN**  
 1" = 50'-0"



Proj.# 2343  
 Proj. LARKIN HALL - BLUE PLATE ENTERING  
 3RD FLOOR RENOVATION  
 305 N. ODGEN AVE  
 CHICAGO, IL 60607  
 description 10/17/2023, ISSUED FOR REVIEW



FINAL FOR PUBLICATION



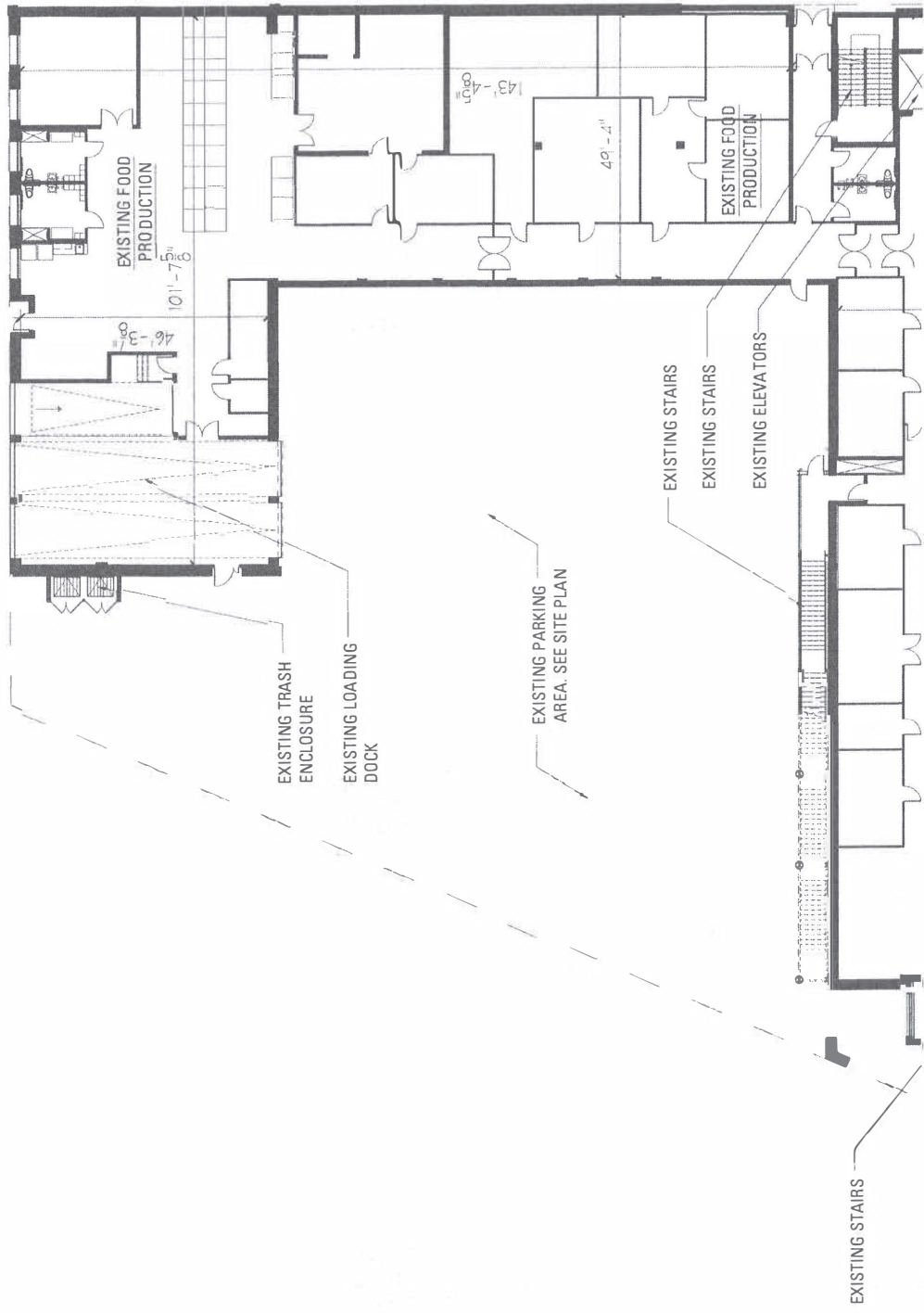
**jsa**  
 jonathan SPITT architects ltd.  
 4001 north ravenwood avenue  
 suite 601  
 chicago illinois 60613-2576  
 773 883 1017 fax 773 883 3081

1" = 25'-0"  
 EXISTING FIRST FLOOR PLAN (SOUTH HALF)  
 N

proj.# 2343  
 proj. LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. OGDEN AVE.  
 CHICAGO, IL 60607  
 description 10/17/2023; ISSUED FOR REVIEW

A  
 2.1a

FINAL FOR PUBLICATION



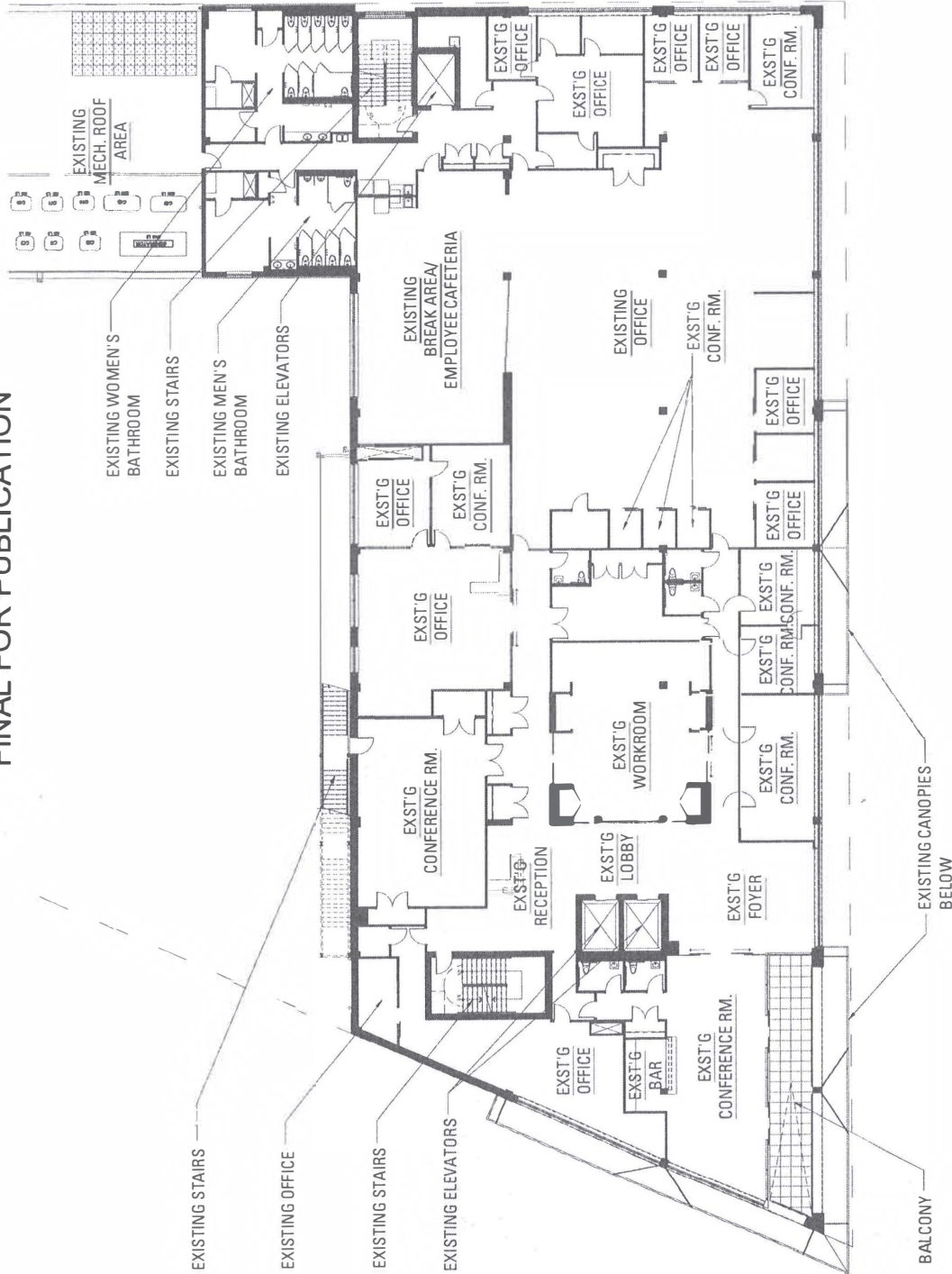
**jsa**  
 jonathan SP LITT architects ltd.  
 4001 north ravenswood avenue  
 suite 601  
 chicago illinois 60615-2576  
 773 853 1017 fax 773 853 3081

**EXISTING FIRST FLOOR PLAN (NORTH HALF)**  
 1" = 25'-0"

proj. # 2343  
 proj. LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. OGDEN AVE.  
 CHICAGO, IL 60607  
 description 10/17/2023; ISSUED FOR REVIEW

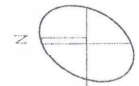
A  
 2.1b

FINAL FOR PUBLICATION



**jsa**  
 jonathan SPLITT architects ltd.  
 4001 north ravenwood avenue  
 suite 601  
 chic ago illinois 60613-2576  
 773 883 1017 fax 773 883 3081

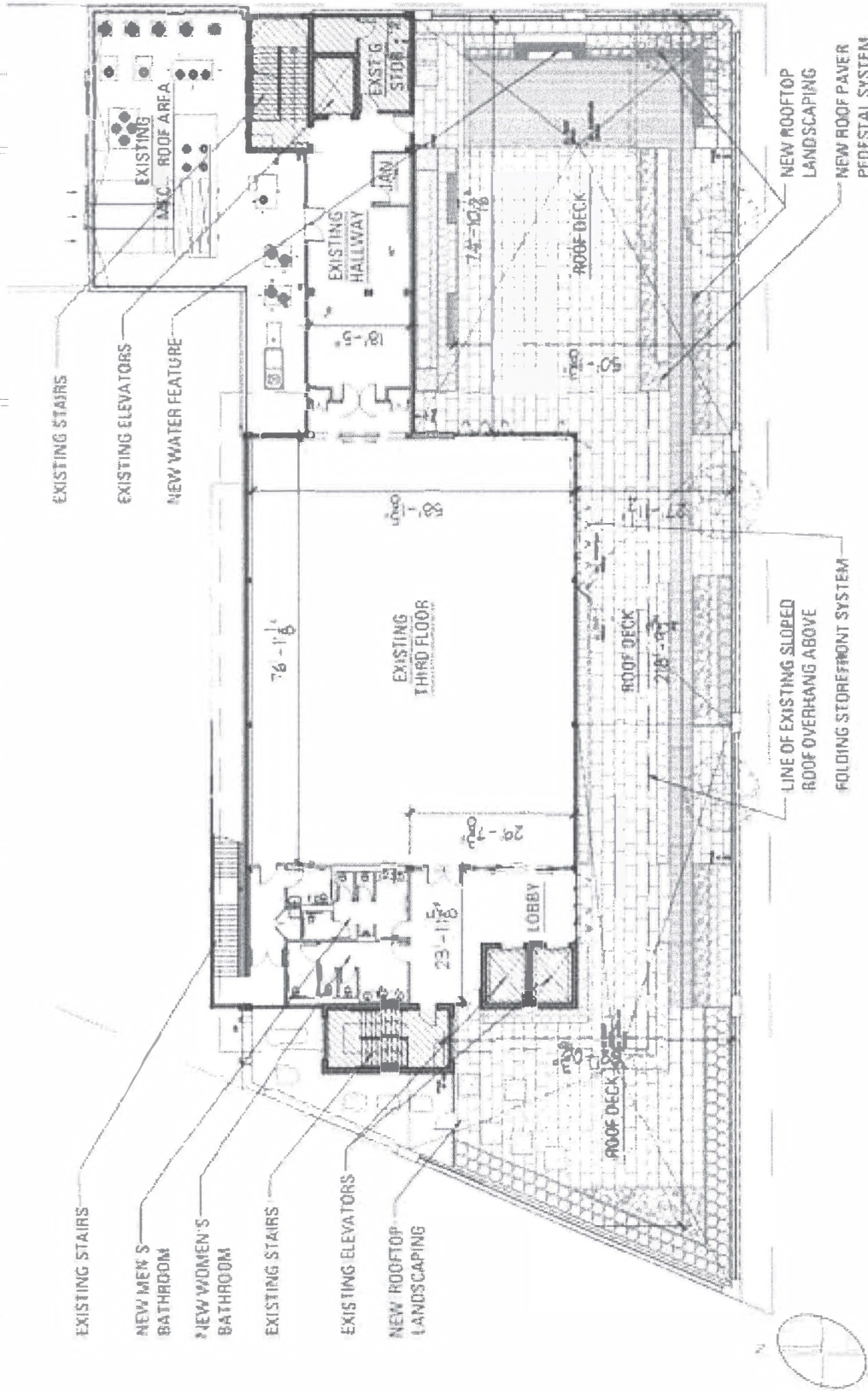
EXISTING SECOND FLOOR PLAN  
 1" = 25'-0"



proj.# 2343  
 proj. LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. CGDEN AVE.  
 CHICAGO, IL 60607  
 description 10/17/2023; ISSUED FOR REVIEW

A  
 212

FINAL FOR PUBLICATION



proj. # 2343  
 proj. LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. OGDEN AVE.  
 CHICAGO, IL 60607

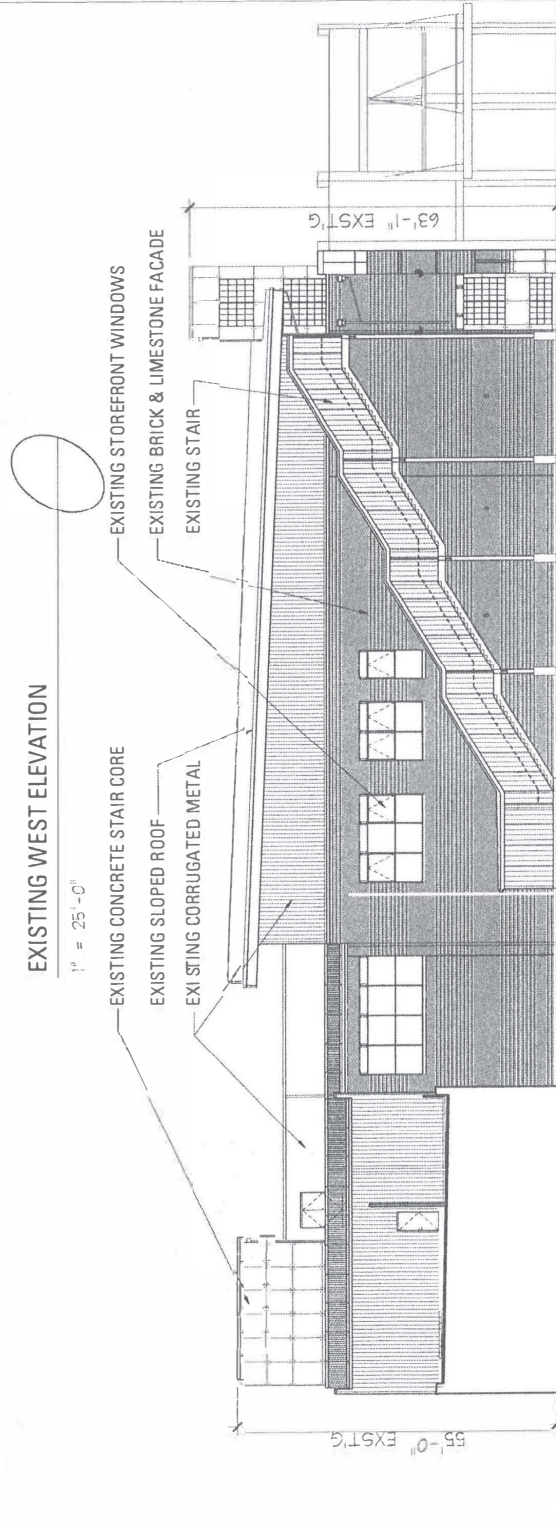
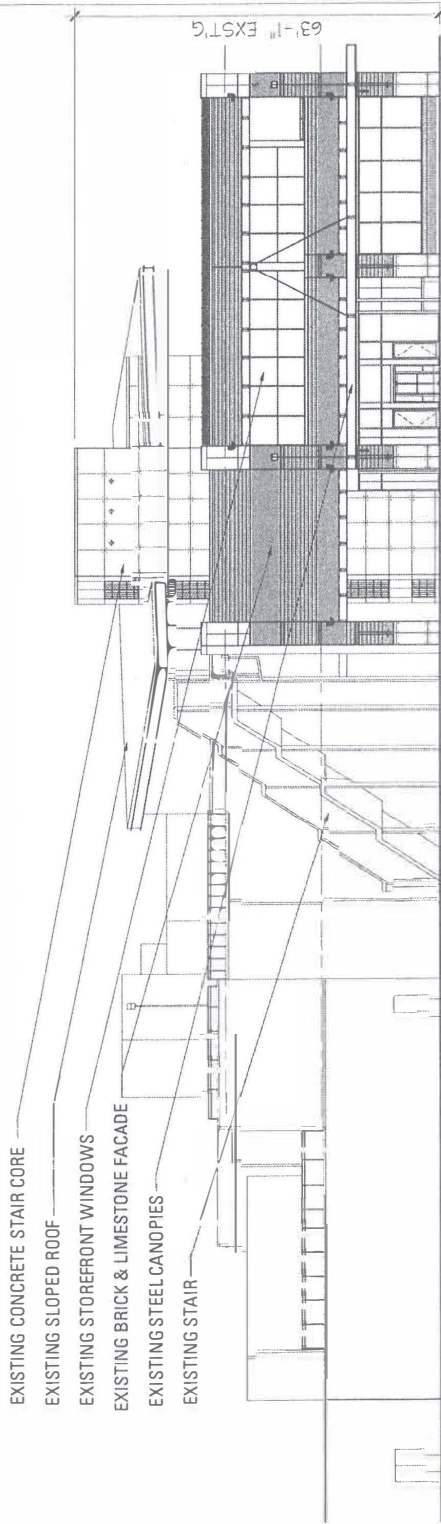
description 10/17/2023, ISSUED FOR REVIEW

1" = 25'-0"

2.3

**JSa**  
 Jonathan SPLITT architects ltd.  
 4001 north ravenwood avenue  
 suite 601  
 chicago illinois 60613-2576  
 773 883 1017 fax 773 883 3083

FINAL FOR PUBLICATION

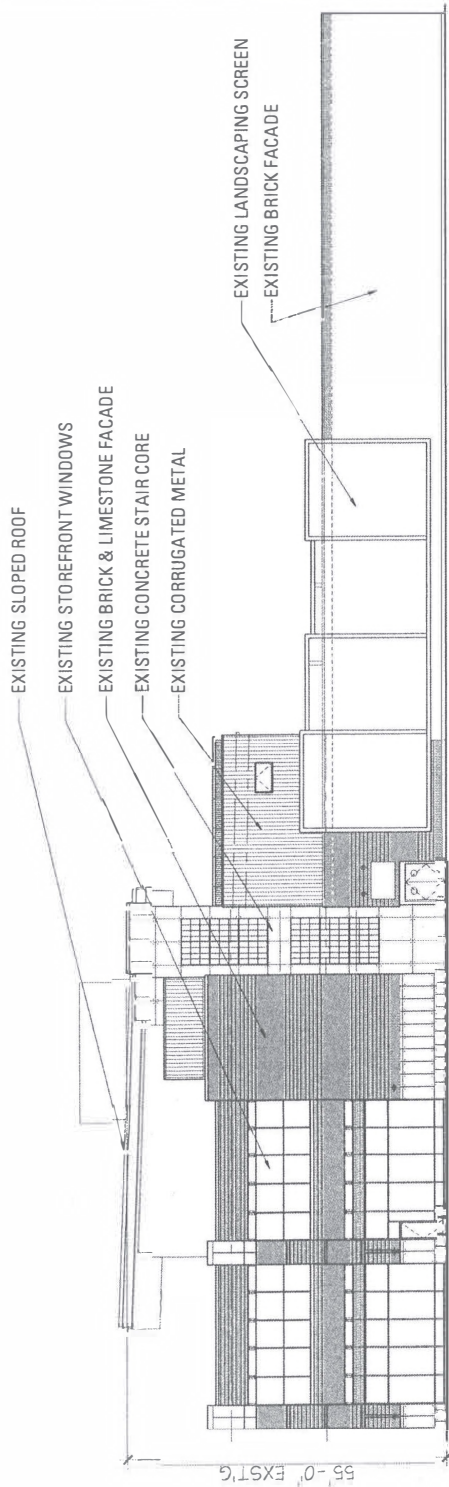


**j s a**  
 jonathan SPLITT architects ltd.  
 4001 north ravenwood avenue  
 suite 601  
 chicago illinois 60613-2576  
 773 883 1017 fax 773 883 3081

**EXISTING NORTH ELEVATION**  
 1" = 25'-0"

proj.# 2343  
 proj. LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. OGDEN AVE.  
 CHICAGO, IL 60607  
 description 10/17/2023; ISSUED FOR REVIEW

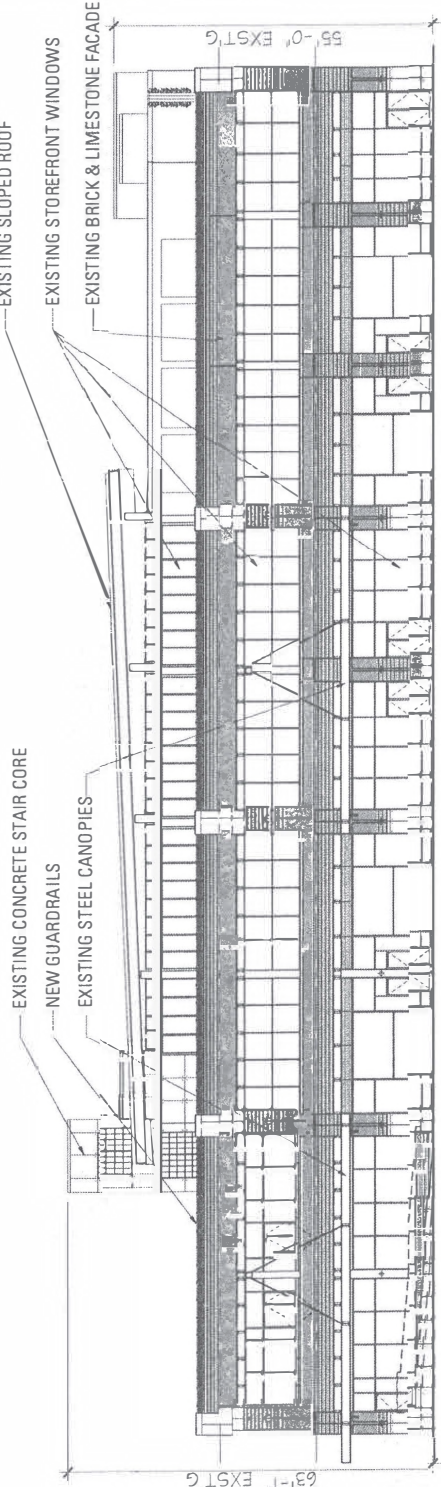
FINAL FOR PUBLICATION



EXISTING EAST ELEVATION

1" = 25'-0"

2



EXISTING SOUTH ELEVATION

1" = 25'-0"

1

**j s a**  
 jonathan splitt architects ltd.  
 4001 north ravenwood avenue  
 suite 601  
 chicago illinois 60613-2576  
 773 883 1017 fax 773 883 3081

2343  
 proj.# LARKIN HALL - BLUE PLATE CATERING  
 3RD FLOOR RENOVATION  
 305 N. OGDEN AVE.  
 CHICAGO, IL 60607  
 description 10/17/2023: ISSUED FOR REVIEW

A  
 31

*Reclassification Of Area Shown On Map No. 1-G.*

(As Amended)

(Application No. 22311T1)

(Common Address: 723 N. Willard Ct.)

[SO2023-0006404]

*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 1-G in the area 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,

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.

[Site Plan; Basement, First and Second Floor Plans; North, South, East and West Building Elevations; and Plat of Survey attached to this ordinance printed on pages 9684 through 9687 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**SUBSTITUTE NARRATIVE AND PLANS**  
TYPE I Rezoning Attachment  
723 North Willard Court

**The Project**

The property is improved with a two-story residential building that includes two dwelling units and one rear surface parking space. The Applicant seeks to rezone the property to expand the lower level by increase its depth and add one dwelling units in the lower level for a total of three dwelling units on the property. The parking will remain at one space. The height of the building is and will remain at 31 feet 5.5 inches.

The subject property is located in a block that is improved with buildings containing single-family and multi-family residences and ranging in height from two to three and half stories. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from the property's current RS-3 Residential Sing-Unit (Detached House) District to a B2-3 Neighborhood Mixed-Use District, which is the same zoning classification as exists for the property immediately east of the subject property. This change of zoning classification is being sought through the Type I rezoning process of Section 17-13-0302-A of the Zoning Ordinance because the FAR in the B2-3 district is more than double the FAR of the current RS-3 district. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it is 900 feet from the CTA Chicago Avenue Blue Line Station entrance and 365 feet from Chicago Avenue, which is served by the CTA Chicago Avenue Bus Line (Routes 3, 26 & 66).

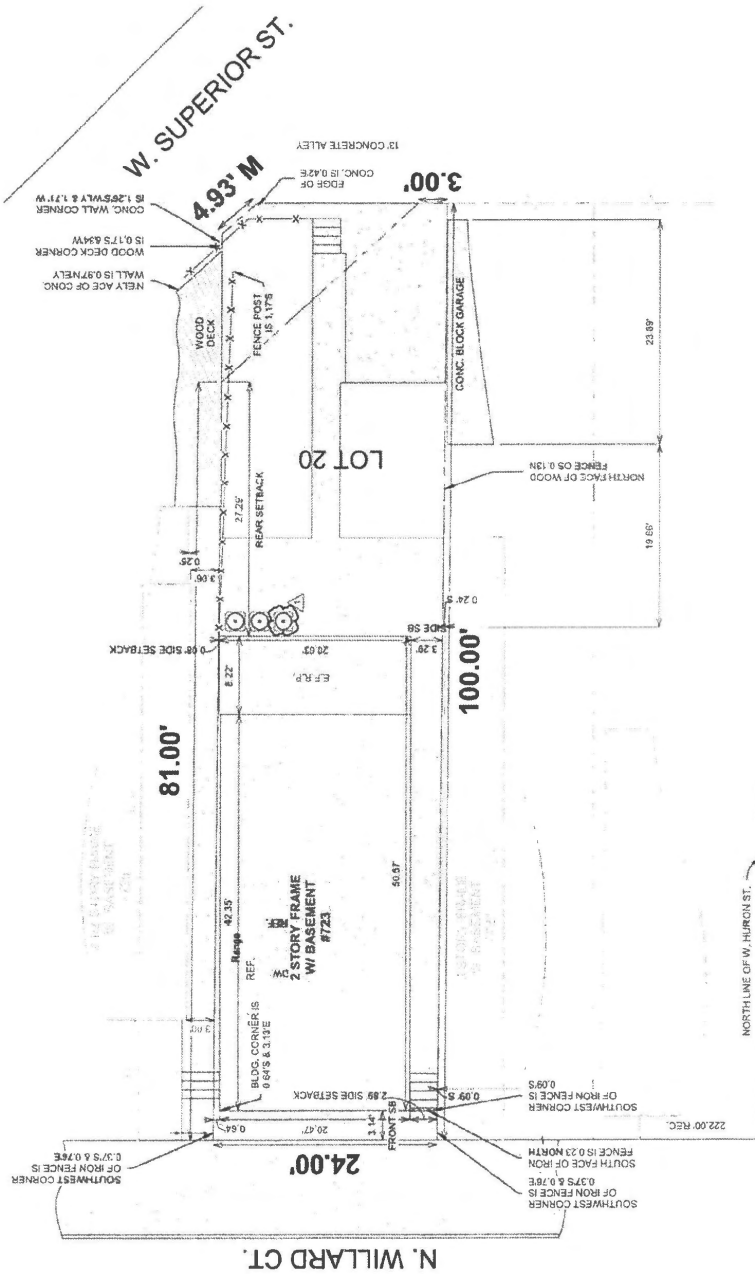
The following are the relevant zoning parameters for the proposed project:

Lot Area:	2,200.50 square feet	
Maximum FAR:	1.08	
Residential Dwelling Units:	3	
MLA Density:	733.50	
Height (existing):	31 feet 5.5 inches.	
Bicycle Parking:	1 space	
Automobile Parking:	1*	
Setbacks:	Front (Willard Court):	3.14 feet
	North Side:	0.00 feet
	South Side:	2.89 feet
	Rear (Alley):	27.29 feet

A set of plans is attached.

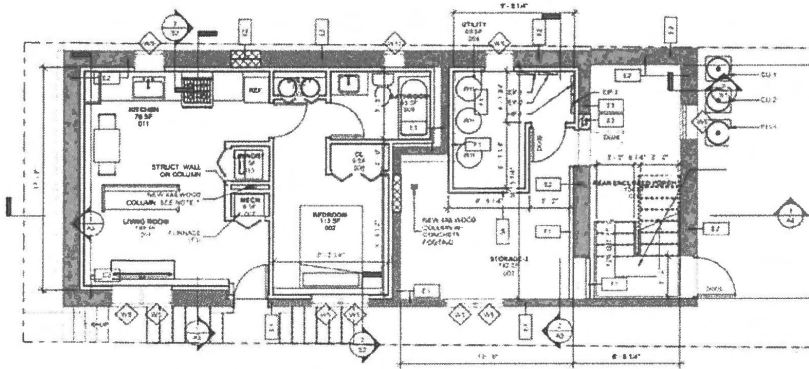
\*The project will comply with the Transit Served Location provisions of as per section 17-10-0102-B and 17-3-0308, including subsection 4 in that no more than 50% of the otherwise required parking will be provided.

FINAL FOR PUBLICATION

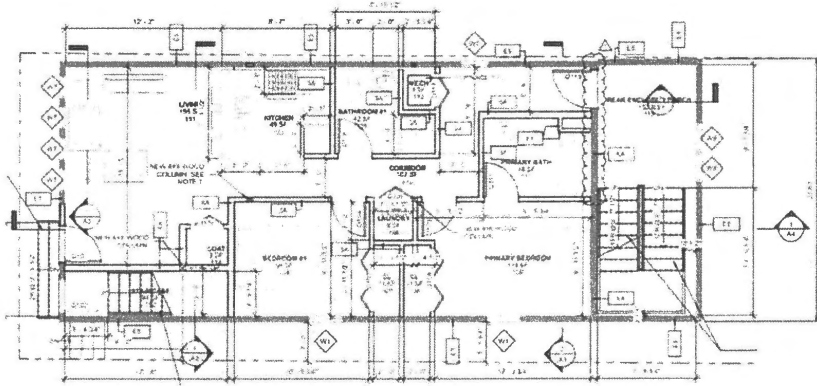


1 SITE PLAN  
SCALE: 1/8" = 1'-0"

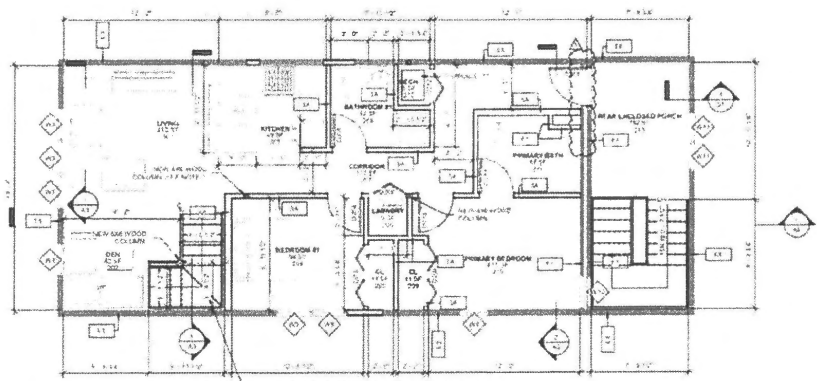
FINAL FOR PUBLICATION



1 BASEMENT - PLAN  
SCALE: 1/4" = 1'-0"

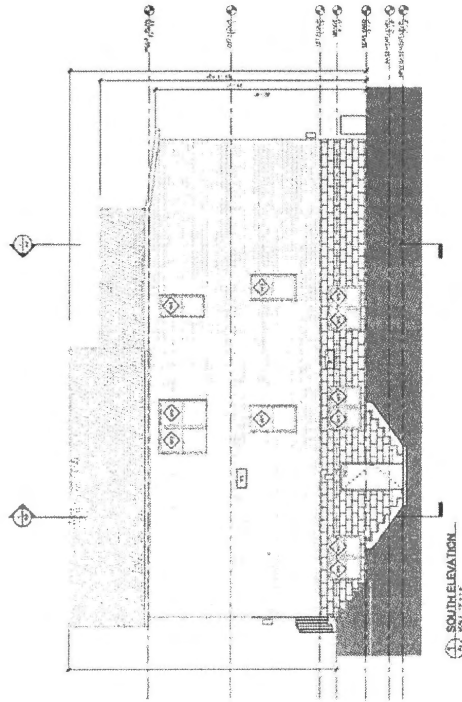


2 FIRST FLOOR - PLAN  
SCALE: 1/4" = 1'-0"

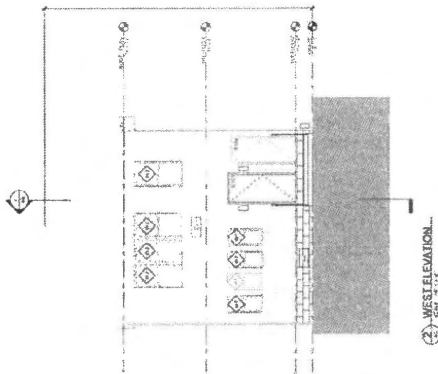


3 SECOND FLOOR - PLAN  
SCALE: 1/4" = 1'-0"

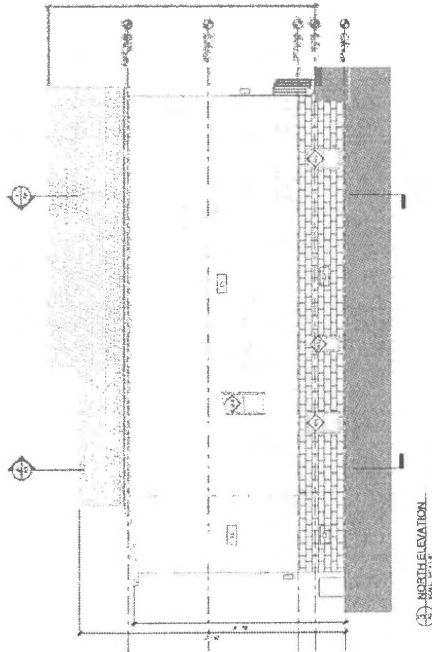
FINAL FOR PUBLICATION



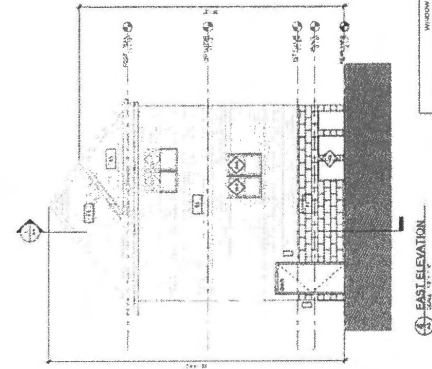
1 SOUTH ELEVATION



2 WEST ELEVATION



3 NORTH ELEVATION



4 EAST ELEVATION

WINDOW SCHEDULE	
NO.	DESCRIPTION
1	6'-0" x 4'-0" DOUBLE HUNG
2	6'-0" x 4'-0" DOUBLE HUNG
3	6'-0" x 4'-0" DOUBLE HUNG
4	6'-0" x 4'-0" DOUBLE HUNG
5	6'-0" x 4'-0" DOUBLE HUNG
6	6'-0" x 4'-0" DOUBLE HUNG
7	6'-0" x 4'-0" DOUBLE HUNG
8	6'-0" x 4'-0" DOUBLE HUNG
9	6'-0" x 4'-0" DOUBLE HUNG
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47	6'-0" x 4'-0" DOUBLE HUNG
48	6'-0" x 4'-0" DOUBLE HUNG
49	6'-0" x 4'-0" DOUBLE HUNG
50	6'-0" x 4'-0" DOUBLE HUNG



*Reclassification Of Area Shown On Map No. 1-H.*  
(As Amended)  
(Application No. 22298T1)  
(Common Address: 1701 -- 1709 W. Grand Ave.)

[SO2023-0005676]

*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 as shown on Map Number 1-H in the area bounded by:

West Grand Avenue; North Paulina Street; West Ferdinand Street; and a line 96.00 feet west of and parallel to North Paulina Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Floor Plans; Roof Plan; Grand Avenue, Paulina Street and Ferdinand Street Elevations; West Elevation; and Parking Reduction Map attached to this ordinance printed on pages 9693 through 9702 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Application # 22298 – T1

**SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR  
1701-09 WEST GRAND AVE., CHICAGO**

The subject property is currently a vacant lot. The Applicant is proposing to redevelop the subject property with a new 4 story mixed use building with a commercial unit on the ground floor (approximately 1,642 SF of commercial space) and 9 dwelling units on the upper floors. The Applicant needs a zoning change to comply with the minimum lot area per unit and the maximum floor area ratio requirements of the Ordinance.

Project Description:	Zoning Change from a C2-1 District to a B2-3
Use:	Mixed-Use Building with 9 dwelling units
Lot Area:	8,160 SF (recorded measurements)
Floor Area Ratio:	3.0
Floor Area:	24,480 SF
Density:	906.66 Square Feet per DU Unit
Off- Street parking:	Parking spaces: 9 ( <i>see below request for administrative adjustment</i> )
Setbacks:	Front: 2 feet Side Setbacks: East: 4 Inches and West: 3 feet 8 Inches Rear: 12 Inches ( <i>see below request for variation</i> )
Building Height:	45 Feet 10 Inches to the highest point of the underside of the top floor's ceiling joist. 58 Feet 10 Inches to the top of the rooftop stairway and elevator enclosures.

FILE FOR PUBLICATION

**I. The applicant will comply with Section 17-3-0307 Exceptions of the Chicago Air Quality Ordinance should such provisions be determined as applicable:**

17-3-0307 Exceptions.

1. Any application seeking a zoning map amendment, pursuant to Section 17-13-0300, in order to establish a residential, day care, hospital, parks and recreation, school, eating and drinking establishment with an outdoor patio or outdoor assembly use that is proposed to be established within 660' of any (a) windrow composting facility, (b) intensive manufacturing, production and industrial service use, (c) Class III, Class IVA, Class IVB and Class V recycling facility, (d) warehousing, wholesaling, and freight movement use, (e) container storage, (f) freight terminal, (g) outdoor storage of raw material as a principal use, (h) waste-related use, or (i) manganese-bearing material operation use may be allowed only if farther reviewed and approved in accordance with the special use procedures of Section 17-13-0900, unless it otherwise meets a planned development threshold of Section 17-8-0500.

**II. The applicant will comply with Section 17-3-0308 Specific Criteria for Transit-Served Locations, should such provisions be determined as applicable:**

17-3-0308 Specific Criteria for Transit-Served Locations. In B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance or exit must satisfy all of the following specific criteria:

1. The project complies with the applicable standards of Section 17-10-0102-B Transit-Served Locations:
 

*The subject property is a Transit Served Location as it is located less than 1,320 feet from the Ashland Avenue Bus Corridor and less than 2,640 feet from Lake Street CTA Station. See attached TSL Site Plan.*
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 and except paragraph C if the land use is designated in a non-commercial use group, 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 subject property is not located along Pedestrian Street or Pedestrian Retail Street; however, the project complies with the following criteria:*

  - *The entire building façade abuts the sidewalk or is located within 5 feet of the sidewalk.*
  - *Since this is not a Pedestrian Street, the Applicant also seeks relief to reduce the requirements of a minimum of 60% of the street - facing building façade between 4 feet and 10 feet in height to be comprised of clear, non-reflective windows that allow views of indoor commercial space, with the bottom of any window used to satisfy this requirement will not be more than 4.5 feet above the adjacent sidewalk. (See below)*
  - *The building will have a primary entrance door facing the street.*
  - *All off-street parking spaces will be enclosed or located to the rear of the principal building and not be visible from the right-of-way.*
  - *Vehicle access will come from an alley. No curb cuts or driveway from the street is proposed.*

FINAL COPY PUBLICATION

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.  
*This Criteria is not applicable to this project.*
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:  
*With this Type 1 rezoning, the Applicant also seeks Optional Relief under Section 17-13-0303-D (see below) for a variation or an administrative adjustment under the provisions of Section 17-13-1003-EE to allow 9 parking spaces – which will provide 1:1 parking ratio.*
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.  
*This Criteria is not applicable to this project.*

**III. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:**

- (1) With this Type 1 Rezoning, the Applicant also seeks relief for variation from Section 17-3-0405-A to reduce the minimum required rear setback of 30 feet, for floors containing dwelling units, to 12 inches proposed. With this request, the Applicant states the following:
  - (A) Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is a substandard lot with the lot depth of only 85 feet, which is 40 feet shorter than a standard lot in the city.
  - (B) The requested variation is consistent with the stated purpose and intent of this Zoning Ordinance since this proposed redevelopment and corresponding variation relief is compatible with the existing land use pattern within the subject neighborhood.
  - (C) Evidence of the Practical Difficulties or Particular Hardship is as follows:
    1. Since this property is a substandard lot, the property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict rear setback standards of this Zoning Ordinance. The majority of the existing buildings on this block are built up to the rear lot line and do not provide a 30-foot rear setback.

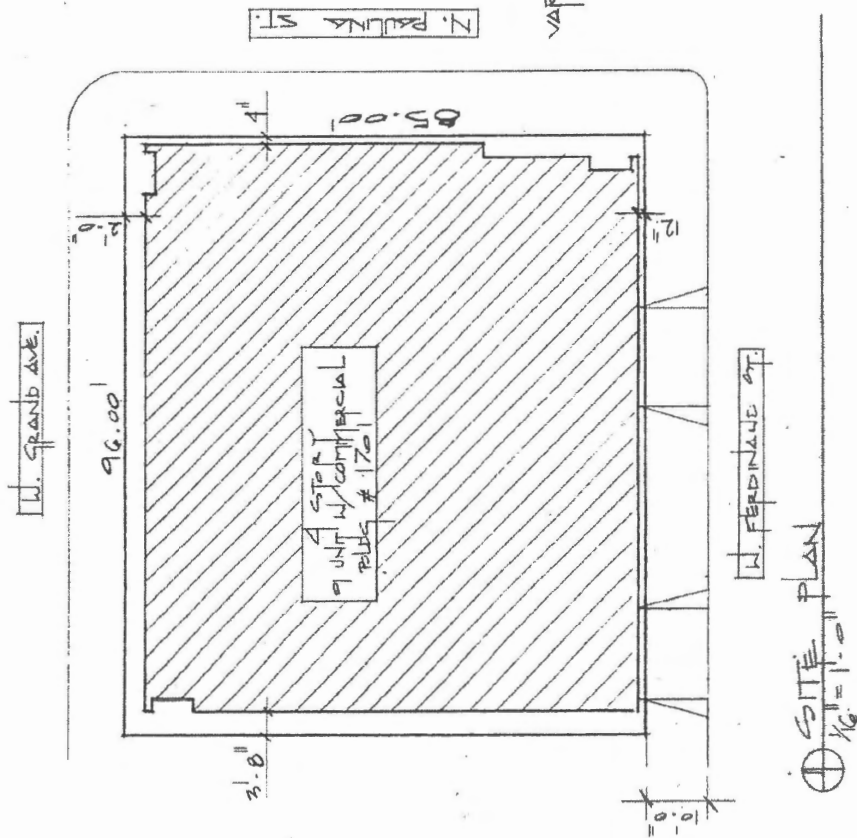
APPLICANT'S DECLARATION

2. The practical difficulties or particular hardships are due to unique circumstances and are not generally applicable to other similarly situated property. The subject property has a unique location at the southwest corner of West Grand Avenue and North Paulina Street and West Ferdinand Street borders along the rear property line. There are no immediate adjacent properties along the three property sides, so the proposed redevelopment will not adversely affect light or air to adjacent properties and with a 1:1 parking ratio, it will not increase congestion in the public streets. This very short lot with a depth of only 85 feet faces site planning hardships which would not be present if this lot had a standard lot depth of 125 feet.

3. The rear setback variation will not alter the essential character of the neighborhood, since per the zoning map, the majority of the existing zoning lots on this block are improved with buildings built with no rear setback. This redevelopment follows the existing land use patterns on the block.

- (2) The Applicant seeks an Administrative Adjustment under Section 17-13-1003-EE, for relief from Section 17-3-0308(4) Specific Criteria for Transit-Served Locations, to allow 1:1 parking ratio (total of 9 parking spaces), which is in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207. However, the proposed redevelopment with a 1:1 parking ratio strictly complies with Section 17-10-0207.
- (3) Since the subject property is not located along a Pedestrian Street, the Applicant also seeks an optional Administrative Adjustment under Section 17-13-1003-Q Pedestrian Streets – Transparent Window Standards, which allows approval of an administrative adjustment to the transparent window area standards of Sec. 17-3-0504-C to allow up to a 25% reduction in the amount of transparent window area required. See enclosed Elevations plans for both Grand Avenue and Paulina Street.

PROPOSED VARIATION



ZONING INFORMATION	
LOT AREA	96.00 x 85.0' = 8160 S.F.
F.A.R. (B2-3)	3.0
MAX. BUILDABLE	24480 S.F.
1st Floor	3,157 S.F.
2nd Floor	6,945 S.F.
3rd Floor	6,945 S.F.
4th Floor	6,945 S.F.
Roof Accesses	488 S.F.
TOTAL	24,480 S.F.

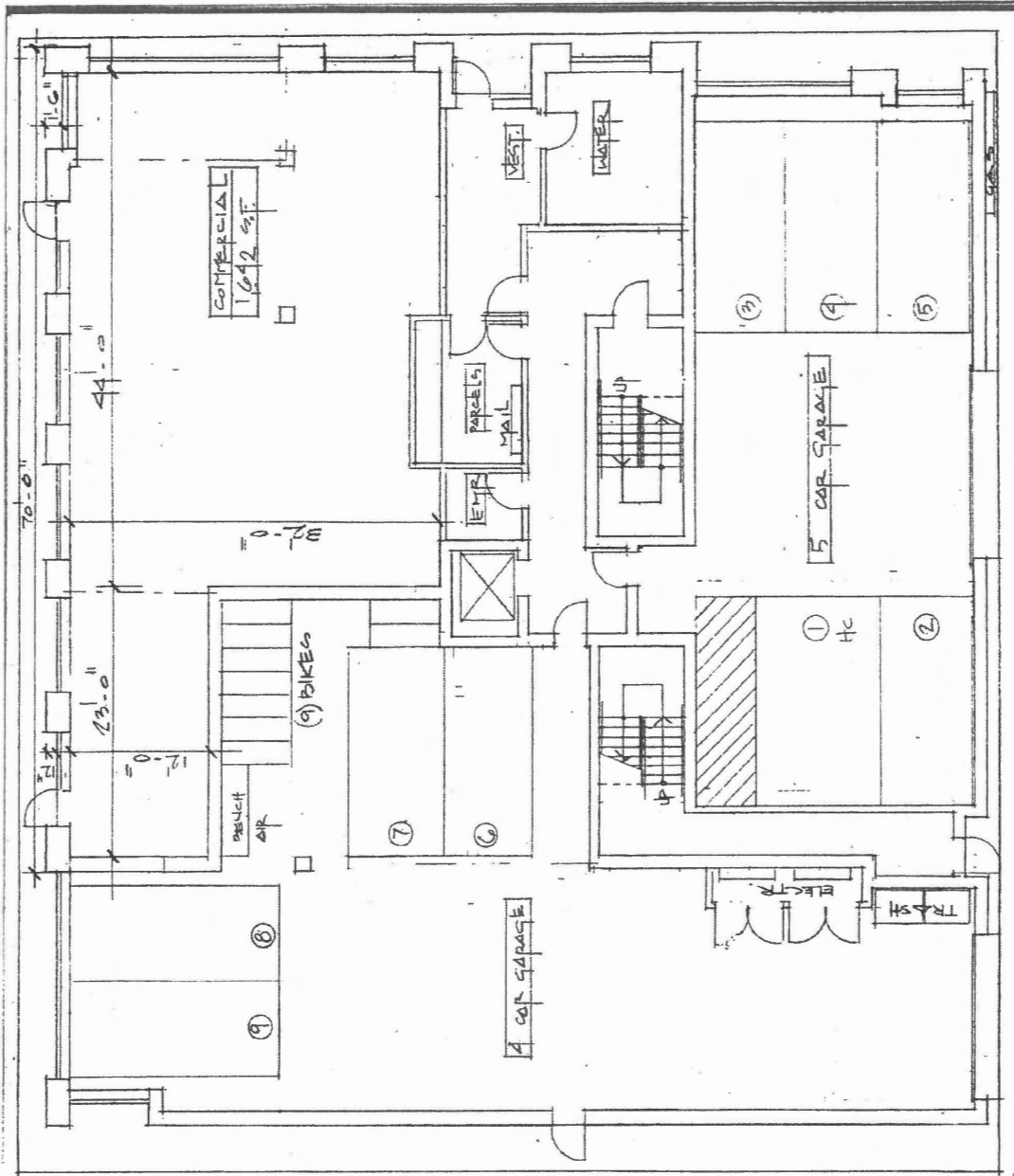
VARIANCES:

1. INCREASE NUMBER OF CARS TO 9
2. REDUCE NEARYARD SETBACK TO 12"
3. ELIMINATE PEDESTRIAN STREET TRANSPARENCY REQUIREMENTS

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LICENSE NUMBER 184-001483

PLAN FOR RELOCATION



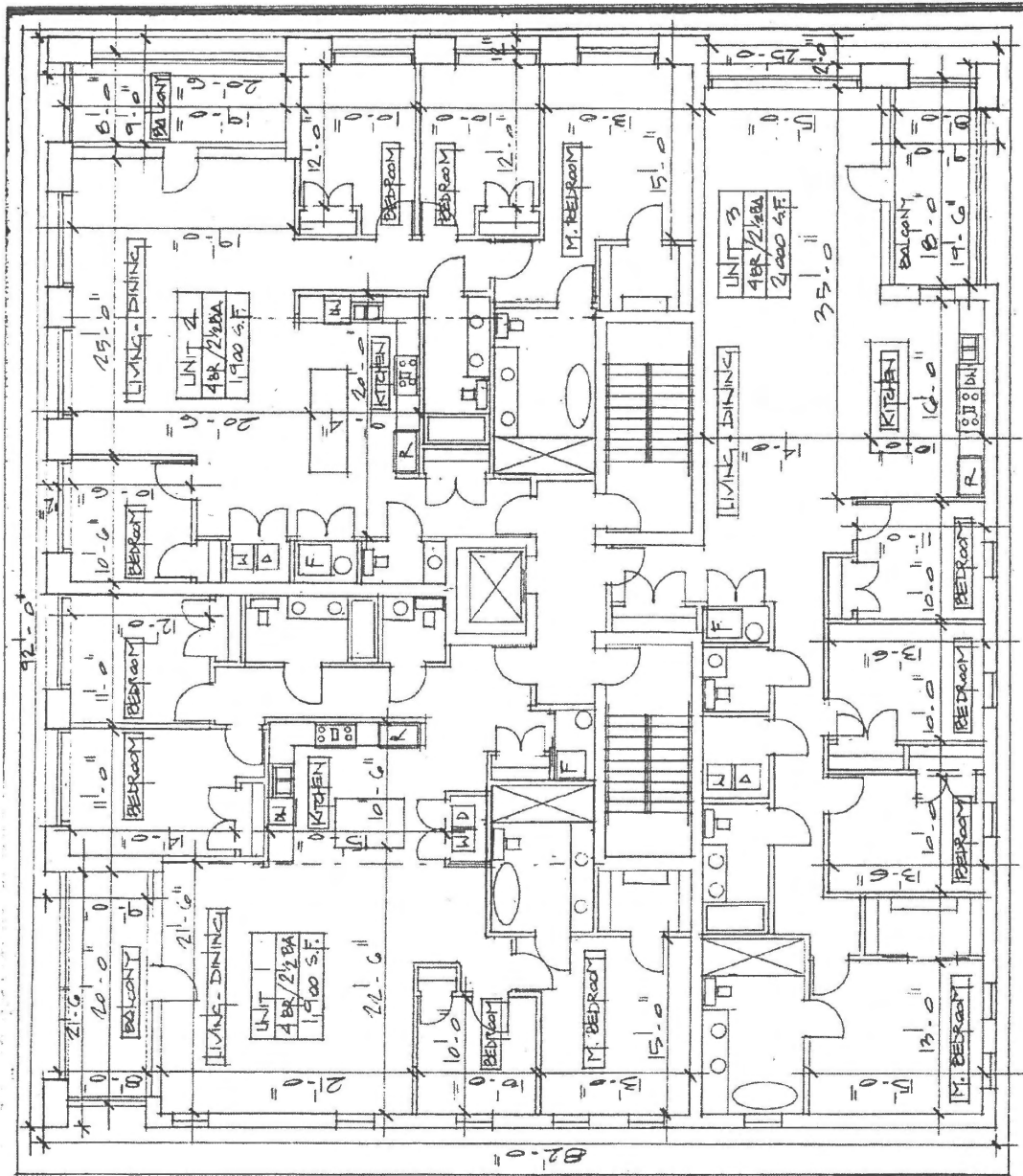

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 LICENSE NUMBER 184-001485

1014 WASHINGTON  
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 P: 312.726.1811  
 e-mail: hanna@hanna.com @ hannaarch.com

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1st Floor Plan  
 10'-0" x 10'-0"  
 3,157 sq ft

2024 FEBRUARY



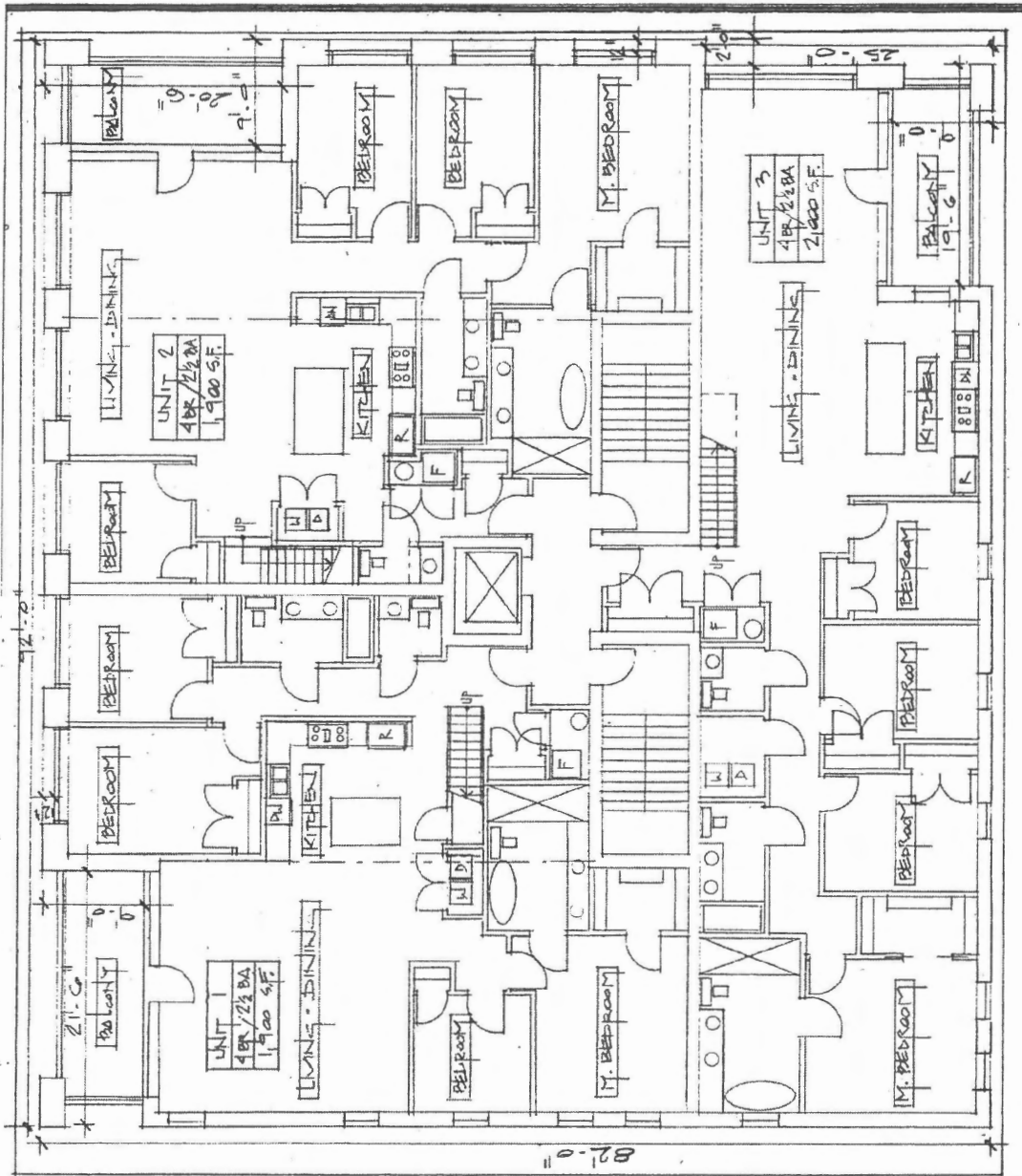

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 LICENSE NUMBER 164-011483

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2nd Floor PLAN  
 18'-0" x 35'-0" = 6,945 S.F.

FOR PUBLICATION



180 N. WASHINGTON  
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 3 Paul Booth at 1100 S. 87th  
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 INC.  
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 LICENSE NUMBER 184-011105

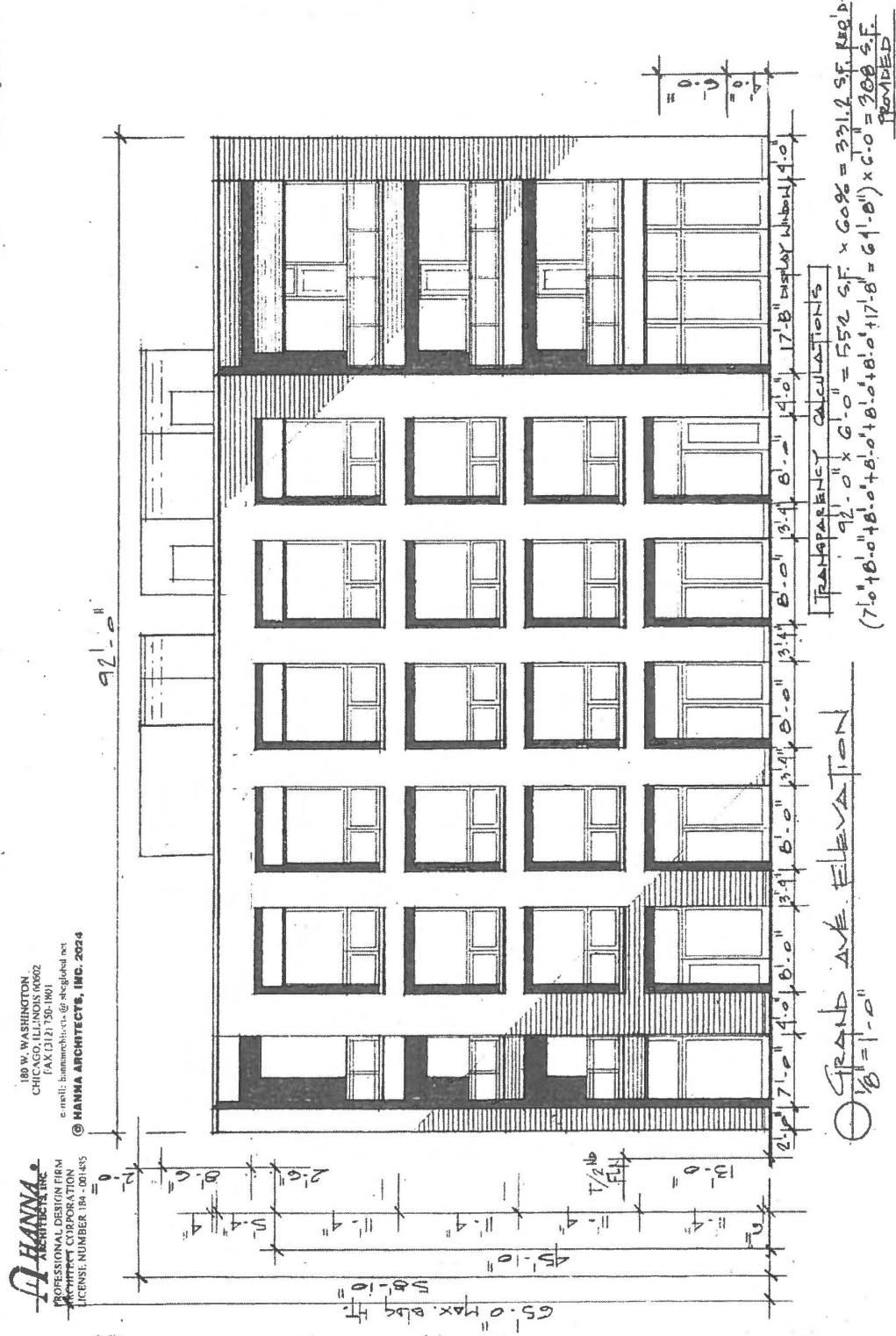
4<sup>th</sup> Floor PLAN  
 1/8" = 1'-0"  
 6,945 S.F.



17-B' DISPLAY WINDOW

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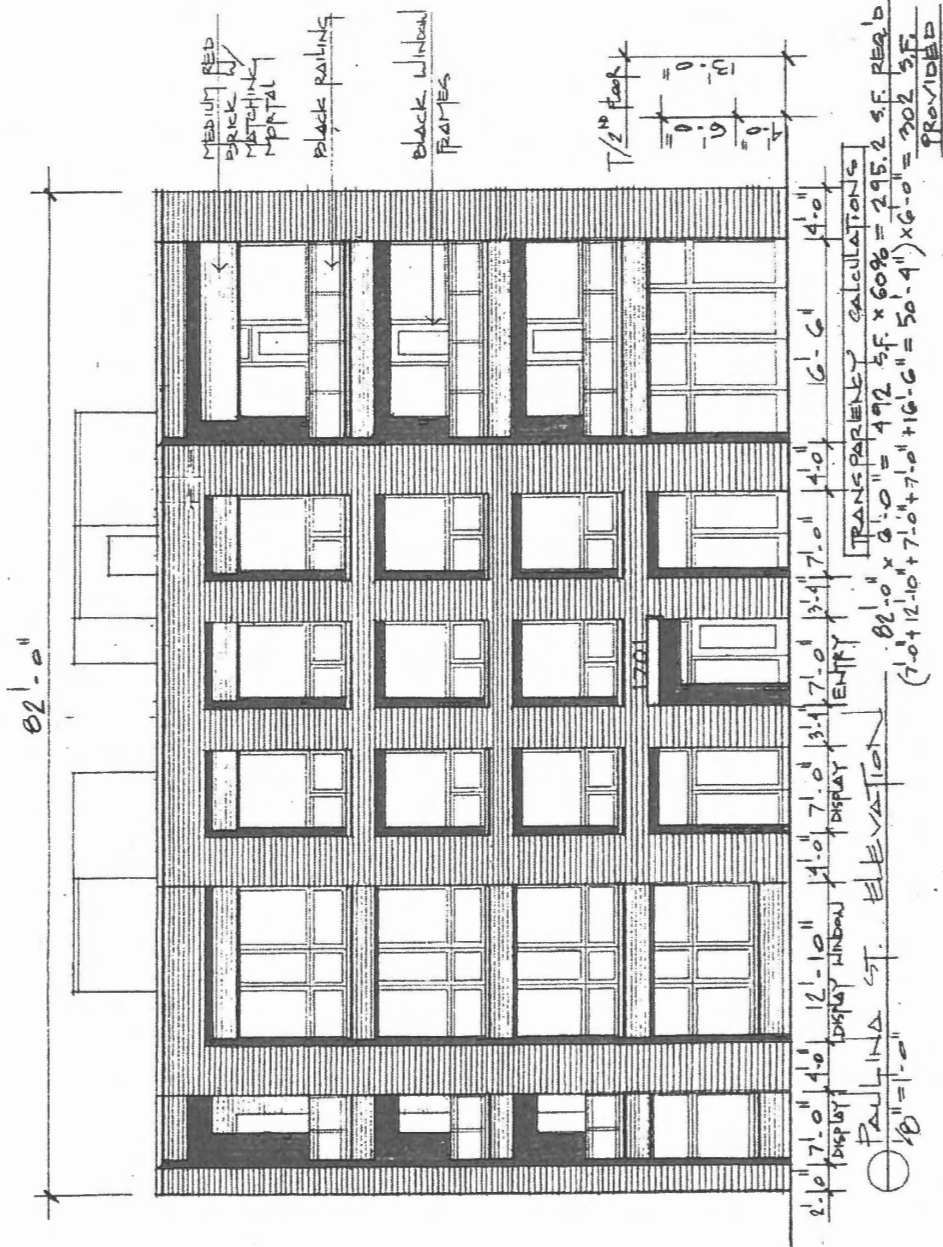
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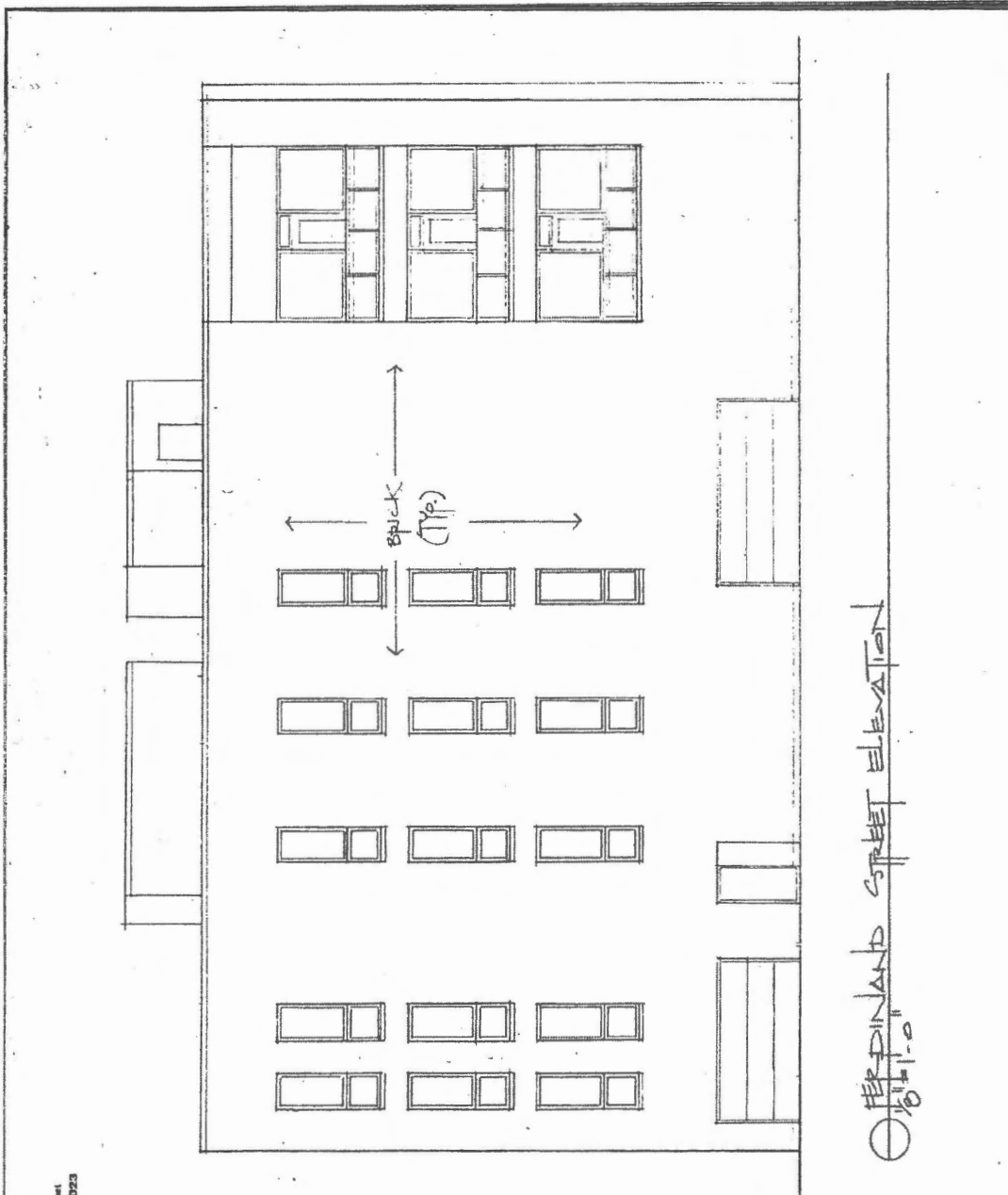
REVISION

**HANNA**  
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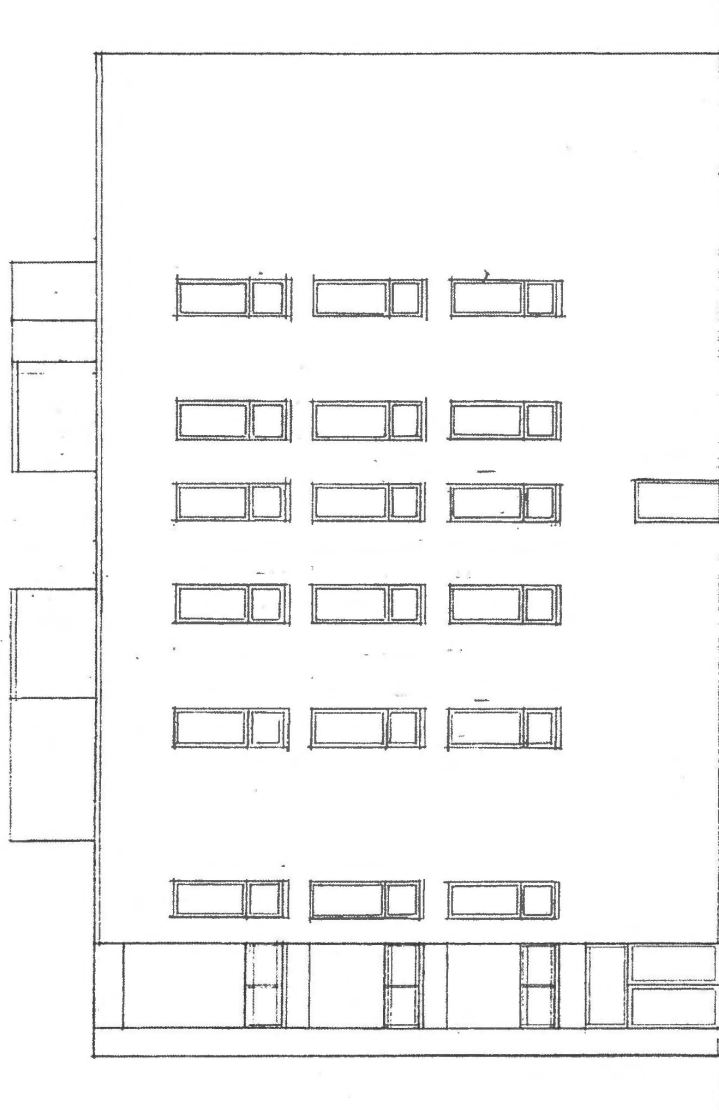
PLAN FOR PUBLICATION



SPINARD STREET ELEVATION


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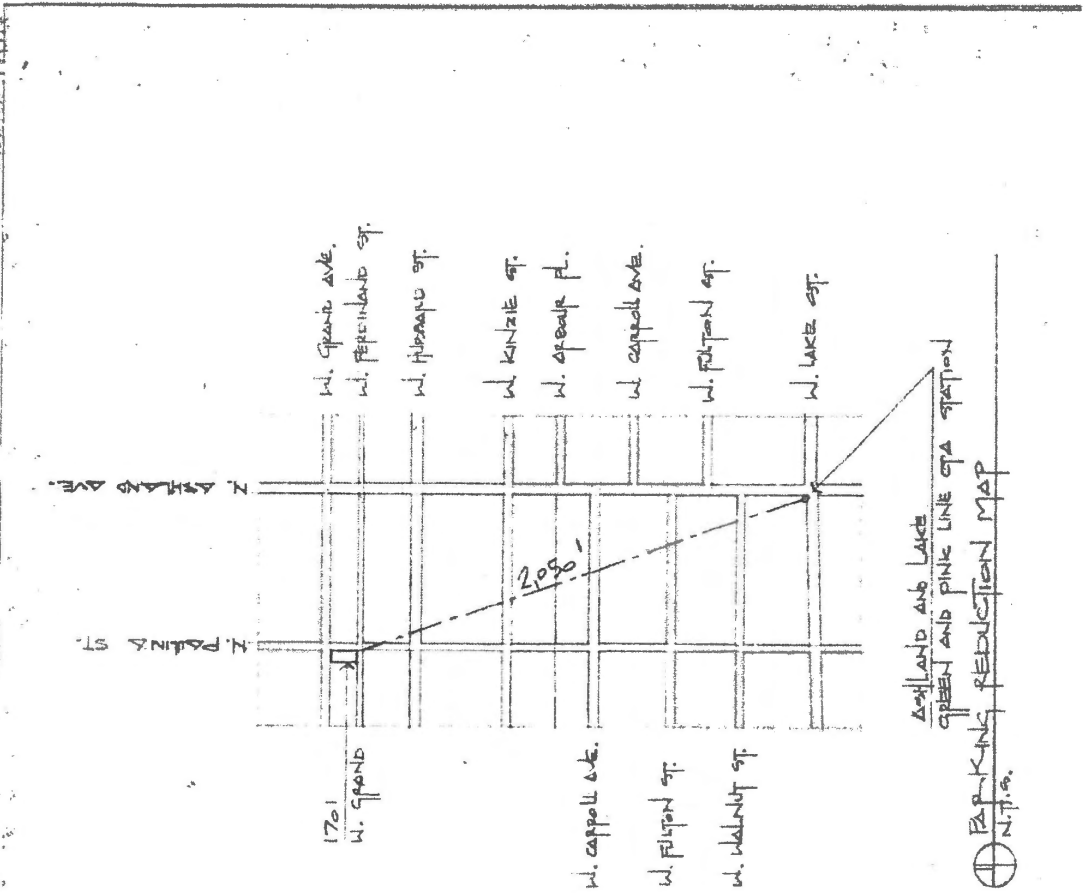


WEST ELEVATION  
1/8" = 1'-0"


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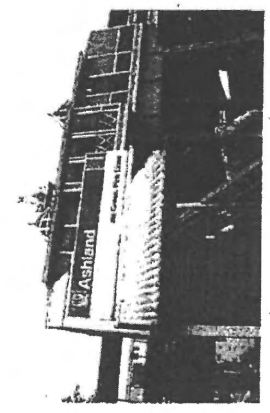
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*Reclassification Of Area Shown On Map No. 1-H.*  
(Application No. 22340T1)  
(Common Address: 2103 W. Race Ave.)

[O2024-0007221]

*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 1-H in the area bounded by:

West Race Avenue; a line 25.00 feet west of and parallel to North Hoyne Avenue; the public alley next south of and parallel to West Race Avenue; and a line 50.00 feet west of and parallel to North Hoyne 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.

[Site Plan; New Basement, First and Second Floor Plans;  
New Roof Plan; and New North, South, East and  
West Building Elevations attached to this  
ordinance printed on pages 9705  
through 9707 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**NARRATIVE AND PLANS ATTACHMENT**

TYPE I Rezoning from RS-3 to RM-5

2103 West Race Avenue

**The Project**

The property is comprised of a sub-standard lot measuring 25 feet by 90 feet and containing a total of 2,250 sq. ft. It is improved with a three story residential building that includes three dwelling units and no parking. The property has a rear wood porch that prior to the Applicant's ownership was enclosed without permits. The Applicant seeks to demolish the rear enclosed porch and construct a four story rear addition with stair enclosure that also will provide access to a new roof deck and three parking spaces. The residential building will continue to contain three dwelling units. The height of the building with the proposed addition will be 37.00 feet.

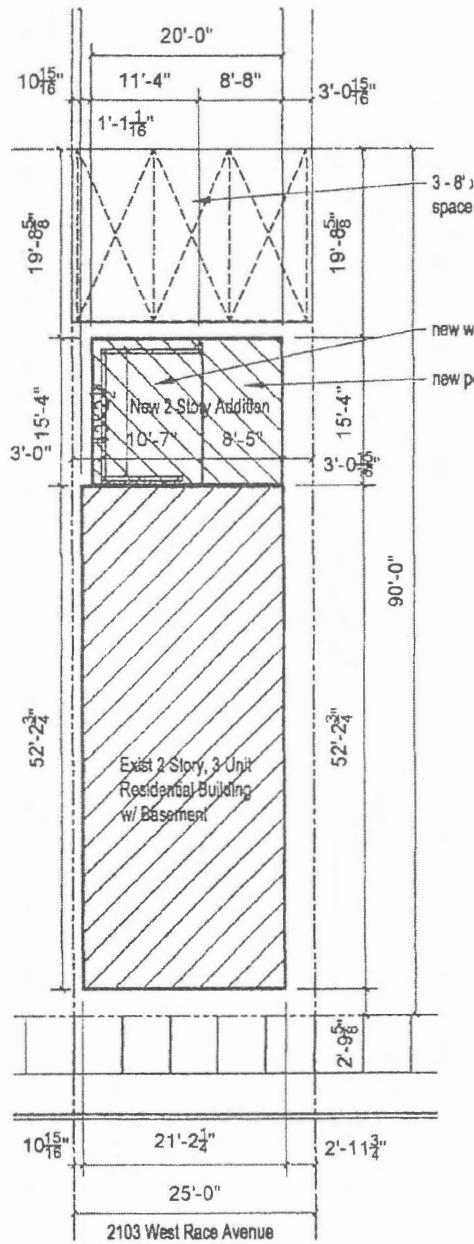
The subject property is located in a block that is improved with buildings containing single-family, multi-family residences and mixed uses. The portion of the block fronting on West Race Avenue has only residential uses in buildings ranging in height from one to two and half stories. The portion of the block fronting on Grand Avenue has multi-family and mixed-use buildings ranging in height from two to four stories. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from the property's current RS-3 Residential Single-Unit (Detached House) District to a RM-5 Residential Multi-Unit District. The block and the immediate area are zoned with RS-3, RT-4, B2-2, and B2-3 districts and improved with buildings of commensurate or greater bulk and density to the subject building as proposed to be expanded. The proposed RM-5 district is sought to permit sufficient FAR to allow for the proposed addition and also because it is consistent with the existing unit density on the property. This change of zoning classification is being sought as a mandatory Type I rezoning under Section 17-13-0302-A of the Zoning Ordinance and as part of the rezoning the Applicant seeks, under Section 17-13-0303-D Optional Administrative Adjustment and Variations, a Variation to reduce the required rear yard setback from 27.00 feet to 19.66 feet under Section 17-13-1101-B and a Variation to reduce the required rear yard open space from 150 sq. ft. to zero under Section 17-13-1101-A and Section 17-13-1003-K. Open space of approximately 150 square feet will be provided in the new roof deck.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	2,250 square feet	
Maximum FAR:	1.95	
Residential Dwelling Units:	3	
MLA Density:	750	
Height:	37.00 feet	
Automobile Parking:	3	
Rear Yard Open Space:	None	
Setbacks:	Front (Race Avenue):	2.9 feet (existing)
	East Side:	0.4 feet (existing)
	West Side:	2 feet 11 3/4 inches (existing)
	Rear (Alley):	19.66 feet

A set of plans is attached.

Final for Publication

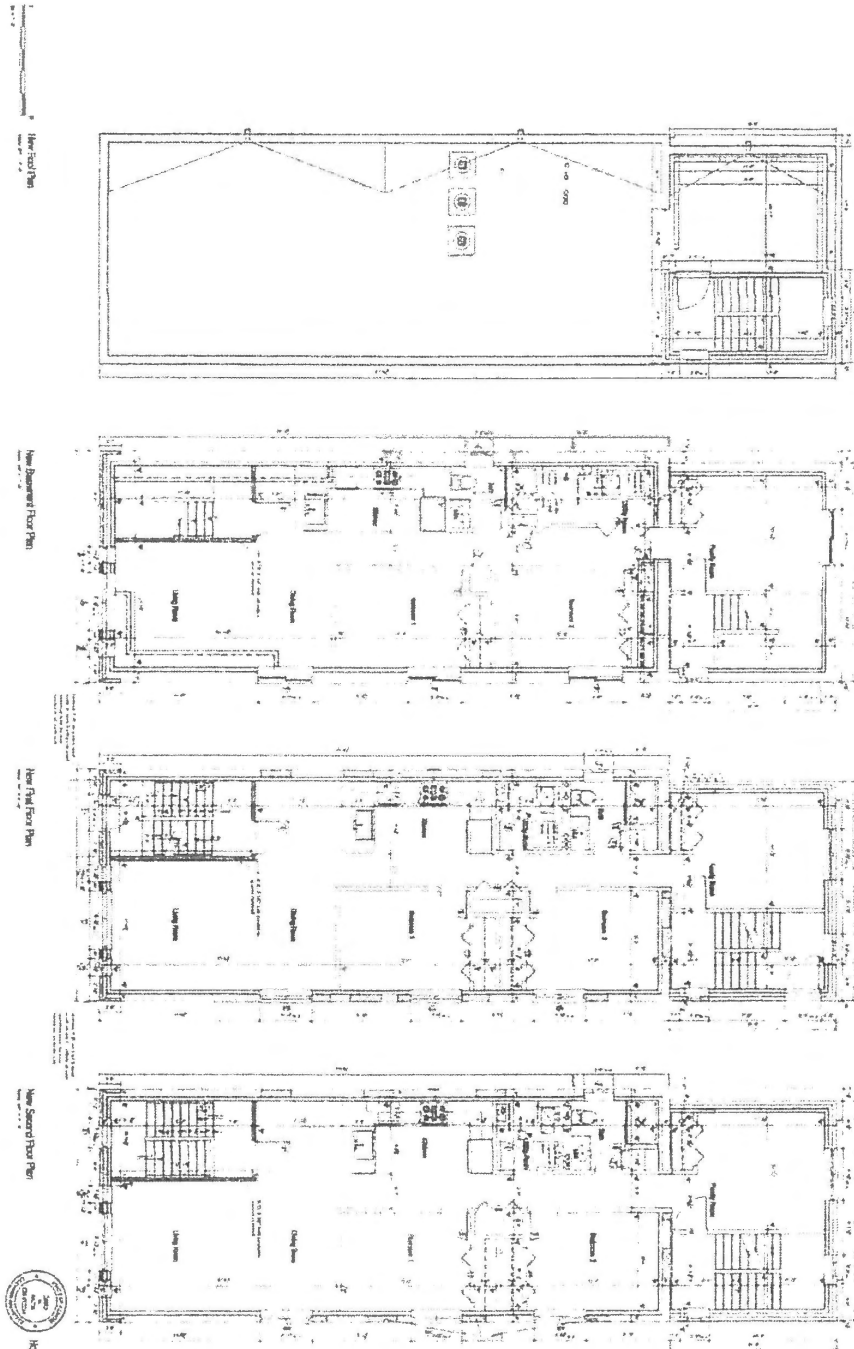


Site Plan

Scale: 1/16" = 1'-0"

North ▼

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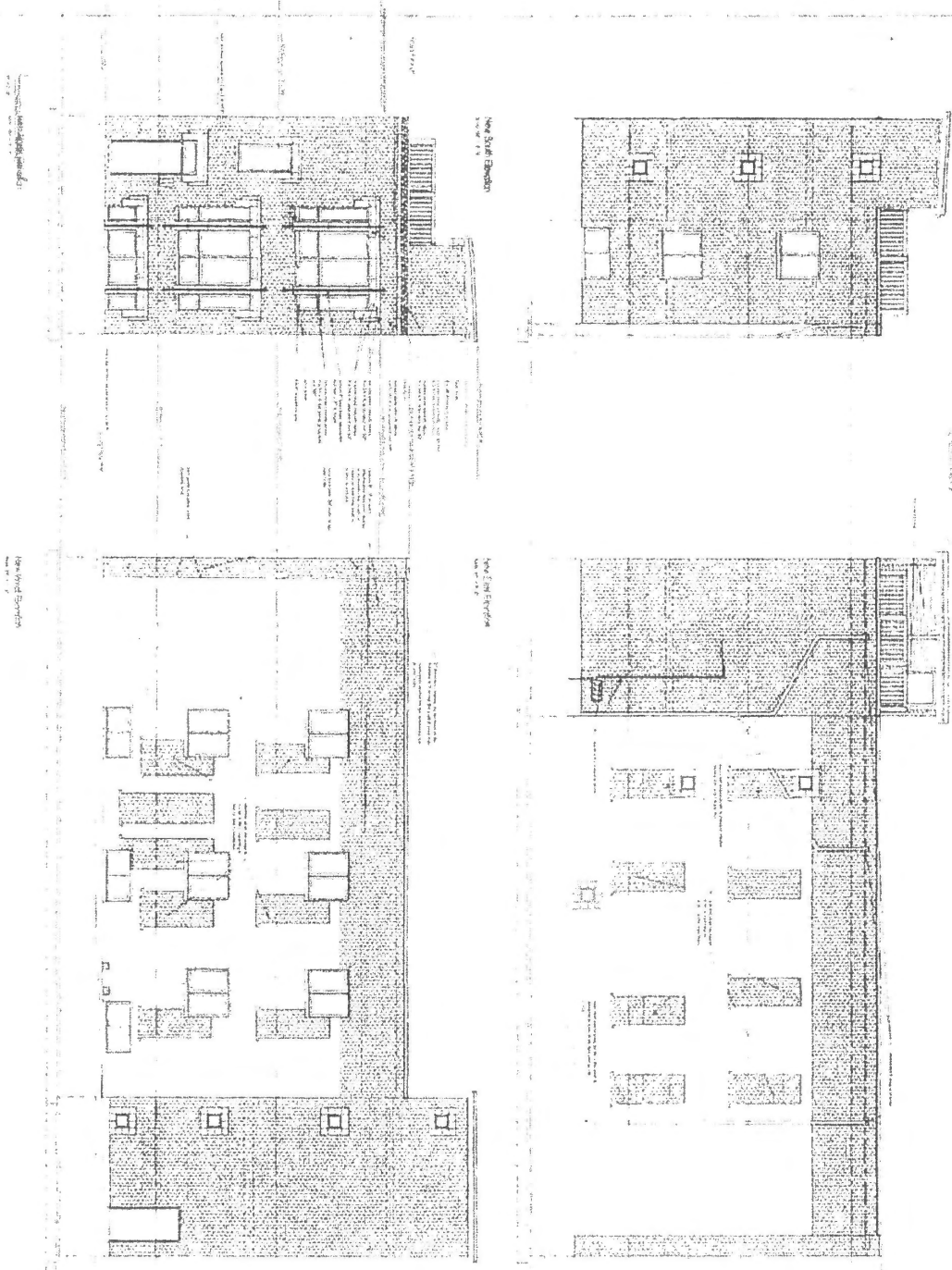
SHEET  
 A1-2

PROJECT NO. 2023-001  
 DATE 01/2024  
 DRAWN BY [Name]  
 CHECKED BY [Name]

RENOVATION OF EXIST 2 STORY BUILDING w/ PAVEMENT  
 3 UNIT BUILDING w/ ROOF TOP DECK  
 2100 WEST RACE AVENUE  
 CHICAGO, ILLINOIS 60612

D. M. MADIA ARCHITECT, LLC  
 1341 South Pearl Street  
 Chicago, Illinois 60616  
 773-824-0067 [dmad@dmadarchitect.com](mailto:dmad@dmadarchitect.com)

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SHEET  
 A2.1  
 RENOVATION OF EXIST 2 STORY BUILDING w/ BASEMENT  
 3 UNIT BUILDING w/ ROOF TOP DECK  
 2103 WEST RACE AVENUE  
 CHICAGO, ILLINOIS 60612

O. M. MADDA ARCHITECT, LLC  
 3341 South Pennell Avenue  
 Chicago, Illinois 60618  
 773-824-8007 [omadda@omaddaarch.com](mailto:omadda@omaddaarch.com)

*Reclassification Of Area Shown On Map No. 2-H.*

(Application No. 22350T1)

(Common Address: 801 -- 809 S. Western Ave./2349 -- 2359 W. Polk St.)

[O2024-0007290]

*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, is hereby amended by changing all of the C2-2 Motor Vehicle-Related Commercial District symbols as shown on Map Number 2-H in the area generally bounded by:

West Polk Street; the alley next east of and parallel to South Western Avenue; a line 95 feet south of and parallel to West Polk Street; and South Western Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site and Ground Floor Plan; 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Floor  
Plans; North, South, East and West Building  
Elevations; and Travel to Public Transit  
attached to this ordinance printed  
on pages 9712 through 9717  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**TYPE 1 ZONING MAP AMENDMENT**  
**Narrative Zoning and Development Analysis**

***801-809 South Western Avenue / 2349-2359 West Polk Street***

4Corners, LLC is the “Applicant” for a Type 1 Zoning Map Amendment for the subject property located at 801-809 South Western Avenue / 2349-2359 West Polk Street (the “Property”) from the C2-2 Motor Vehicle-Related Commercial District to the B3-3 Community Shopping District in order to develop a 5-story mixed-use building with ground floor commercial and multi-unit residential above (the “Proposed Development”).

The Property is bounded by West Polk Street on the north; a 16’-wide public alley on the east; a 4-story mixed-use commercial and residential building to the south; and North Western Avenue on the west. The Property contains approximately 10,331.25 square feet of net site area and is currently improved with an underutilized surface parking lot.

The Applicant proposes to redevelop the Property with a 5-story building containing approximately 2,915 square feet of commercial space on the ground floor and 36 dwelling units above. The overall project FAR for the Proposed Development will be 3.4. The Proposed Development will include 18 on-site vehicular parking spaces and 36 secure bicycle parking spaces.

- (a) Floor Area and Floor Area Ratio:
  - i. Lot Area: 10,331.25 square feet
  - ii. Maximum FAR: 3.4\*
- (b) Density (Lot Area Per Dwelling Unit): 287 sf\*
- (c) Amount of off-street parking: 18 vehicular spaces
- (d) Setbacks:
  - i. Front setback: 0 feet
  - ii. Side setback: 0 feet
  - iii. Side setback: 0 feet
  - iv. Rear setback: 0 feet\*\*
- (e) Building height: 57 feet 6 inches
- (f) Off-street Loading: 0 spaces\*\*

*\*The project seeks an FAR increase and MLA reduction for transit-served locations. The project will provide required ARO units on-site and will comply with the mandatory criteria for new construction in transit-served locations set forth in Sec. 17-3-0308-B(1-5).*

*\*\* Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, as part of this Type 1 Zoning Map Amendment, the Applicant seeks variations: (1) to reduce the minimum rear setback for floors containing dwelling units from 30’ to 0’; and (2) to reduce the required off-street loading from one space to zero spaces.*

2024 FEB 21 10:11 AM

**Compliance with Specific Criteria for Transit-Served Locations (17-3-0308)**

The Property is a transit-served location due to its proximity within 2,640 feet from the Western-Congress CTA Blue Line Station entrance and within 1,320 feet from the Western Avenue CTA bus line corridor.

New construction in the B3-3 Community Shopping District and located in a transit-served location must comply with the Specific Criteria for Transit-Served Locations set forth in Section 17-3-0308:

- 1. The project must comply with the applicable standards of Section 17-10-0102-B;*

The Proposed Development complies with the applicable standards of Section 17-10-0102-B. One bicycle parking space is provided per dwelling unit. The subject property is located immediately on the Western Avenue CTA bus line corridor and within less than 1,600 feet of the Western-Congress CTA Blue Line Station entrance.

- 2. The project must comply with the standards and regulations set forth in Section 17-3-0504 pertaining to pedestrian streets and pedestrian retail streets;*

As depicted on the accompanying Type 1 plans, the Proposed Development satisfies the design standards set forth in Section 17-3-0504, including with respect to building location, transparency, location of doors and entrances, parking location, driveways, and vehicle access standards.

- 3. The project must comply 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;*

The Western-Congress CTA Blue Line Station is designated an "Urban Neighborhood" station type. One of the main focuses of assigning a typology is the aspirational land use mix. The Urban Neighborhood type includes station areas in well-established, primarily residential neighborhoods where retail development exists primarily to support the immediate area. The urban neighborhoods are often a mix of multifamily buildings immediately around the station and single-family homes on surrounding streets. The Transit Friendly Development Guide encourages maintaining residential density and infill projects that maintain the stability of the neighborhood and encourage transit use.

The Proposed Development will replace an underutilized surface parking lot with 36 residential units and thereby increase the population to support the commercial activities on Western. The Proposed Development fits with the Transit Friendly Development Guide recommendations for zoning to facilitate increases in density, lower parking ratios and mid- to low-rise housing development. The project will therefore comply with and support the goals set forth in the Transit Friendly Development Guide for the applicable station type.

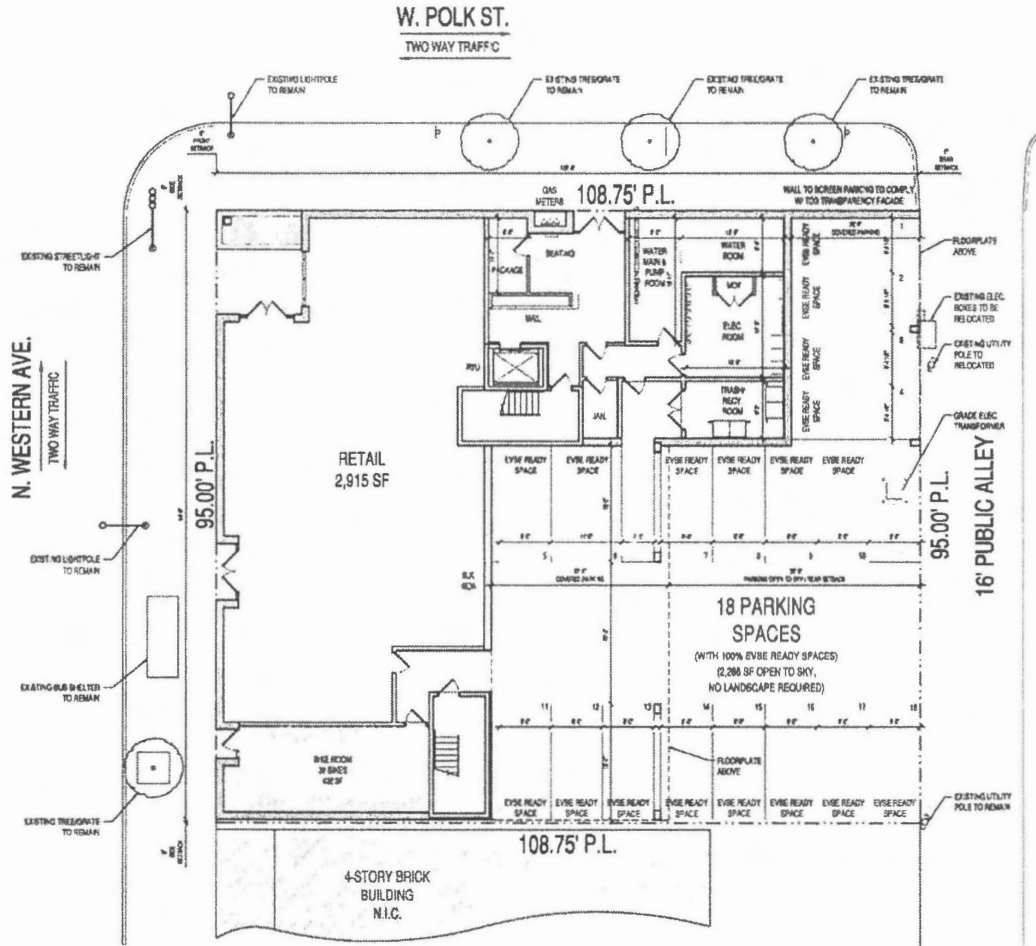
4. *Residential building projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number;*

Pursuant to Section 17-10-0207-A, a multi-unit residential development in the B3-3 Community Shopping District must include one off-street automobile parking space per dwelling unit. The Proposed Development will include 36 dwelling units. Therefore, the Proposed Development may not provide more than 18 parking spaces. The Proposed Development will include 18 parking spaces, which is not in excess of 50% of the applicable Minimum Automobile Parking Ratio.

5. *Must comply with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.*

The project will comply with the Travel Demand Study and Management Plan rules in effect at the time of filing of this application.

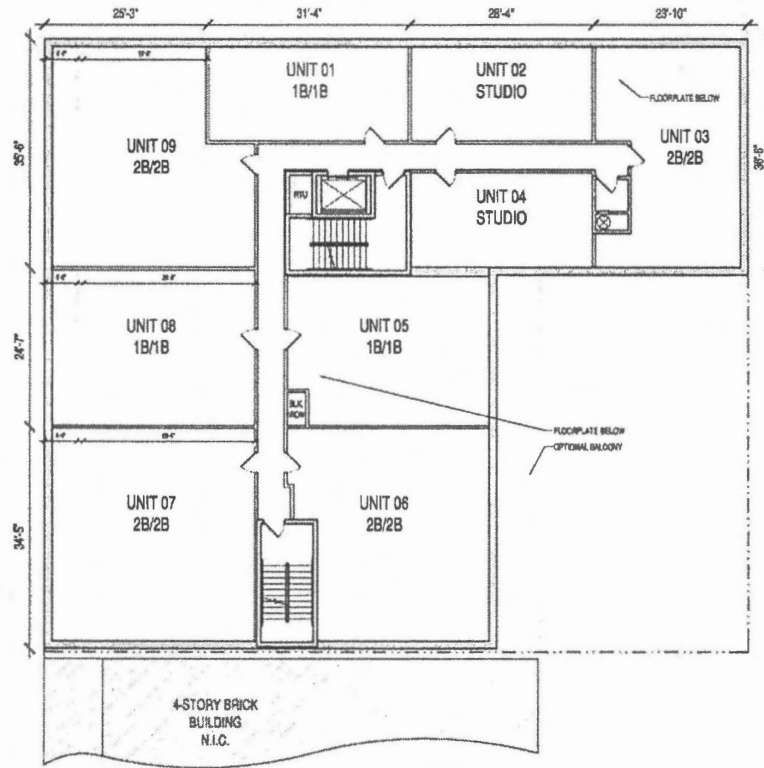
FINAL FOR PUBLICATION



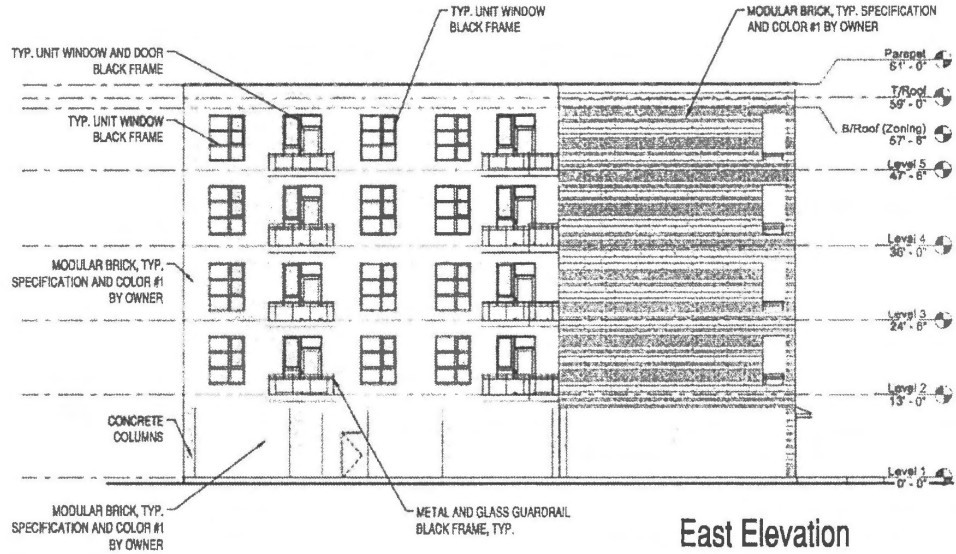
5-FLOORS  
 FULLY SPRINKLERED BUILDING  
 36 RES. UNITS / 1 RETAIL  
 36 BIKE PARKING PROVIDED  
 18 PARKING PROVIDED



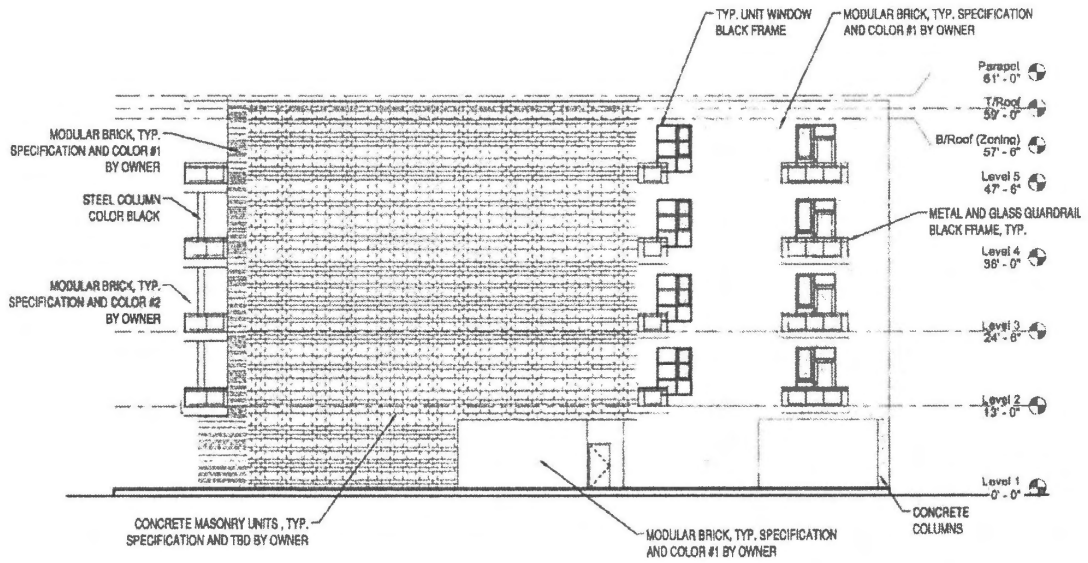
FINAL FOR PUBLICATION



FINAL FOR FUNDATION



East Elevation

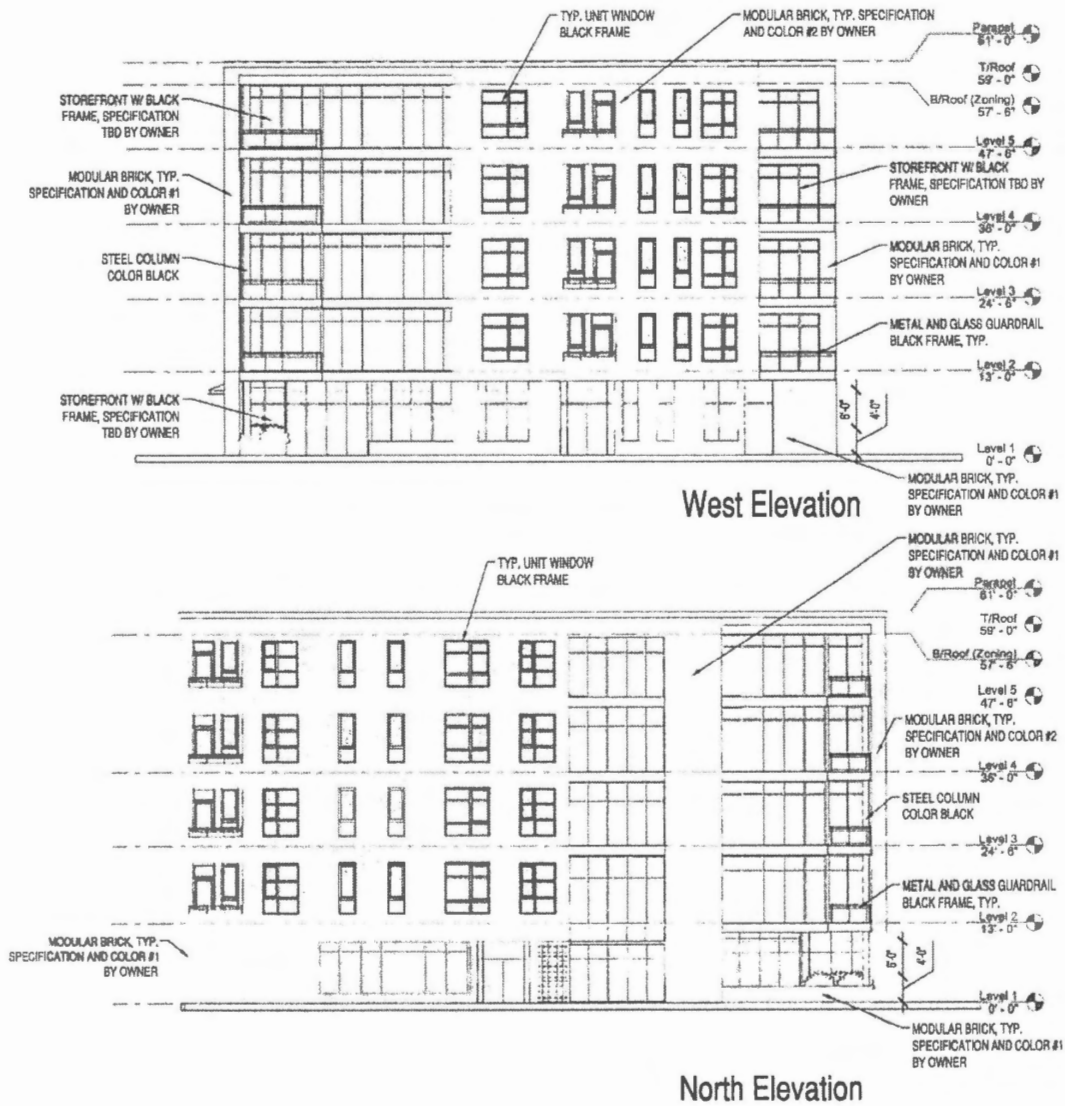


South Elevation

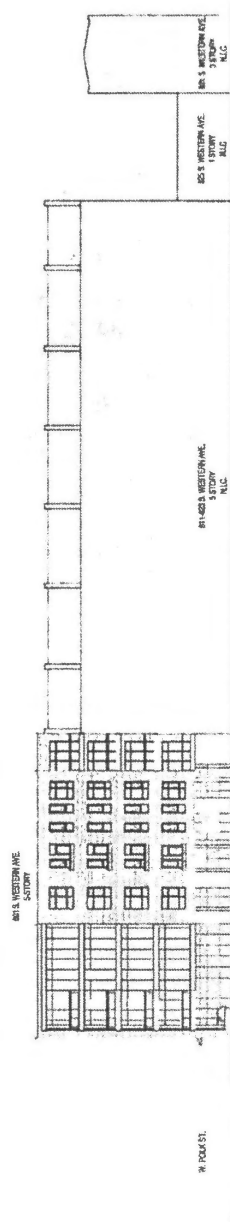
TOD PEDESTRIAN STREET TRANSPARENCY REQUIREMENTS (17-3-0504-C TRANSPARENCY)			
NORTH ELEVATION (COMMERCIAL LAND USE ONLY)		WEST ELEVATION (COMMERCIAL LAND USE ONLY)	
1ST FLOOR NORTH ELEVATION FACADE AREA	282 SF	1ST FLOOR WEST ELEVATION FACADE AREA	480.13 SF
1ST FLOOR NORTH ELEVATION GLASS AREA	229 SF	1ST FLOOR WEST ELEVATION GLASS AREA	356.94 SF
TOTAL GLASS PERCENTAGE	229 / 282 = 81.21%	TOTAL GLASS PERCENTAGE	356.94 / 480.13 = 74.34%

GLASS AREA

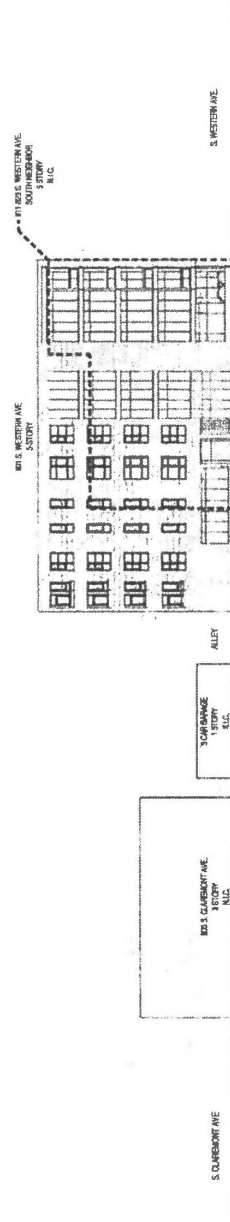
FINAL FOR PUBLICATION



PLAN FOR ELEVATION

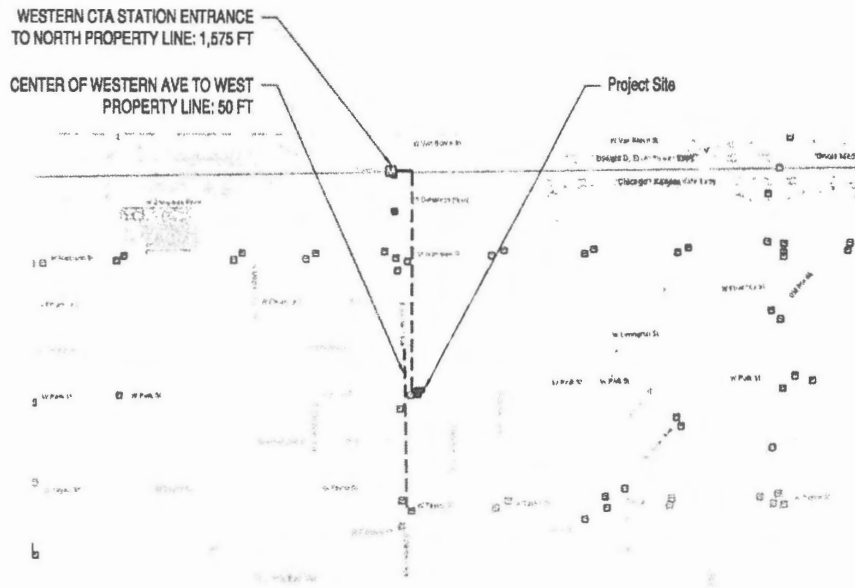


West Elevation



North Elevation

FINAL FOR PUBLICITY



*Reclassification Of Area Shown On Map No. 3-F.*  
(As Amended)  
(Application No. 22309T1)  
(Common Address: 1035 -- 1049 N. Orleans St. And 325 -- 333 W. Hill St.)  
[SO2023-0006397]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the DX-5 Downtown Mixed-Use District symbols and indications as shown on Map Number 3-F in the area 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,

to those of a DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; and North, South, East and  
West Building Elevations attached  
to this ordinance printed on  
pages 9720 through 9724  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

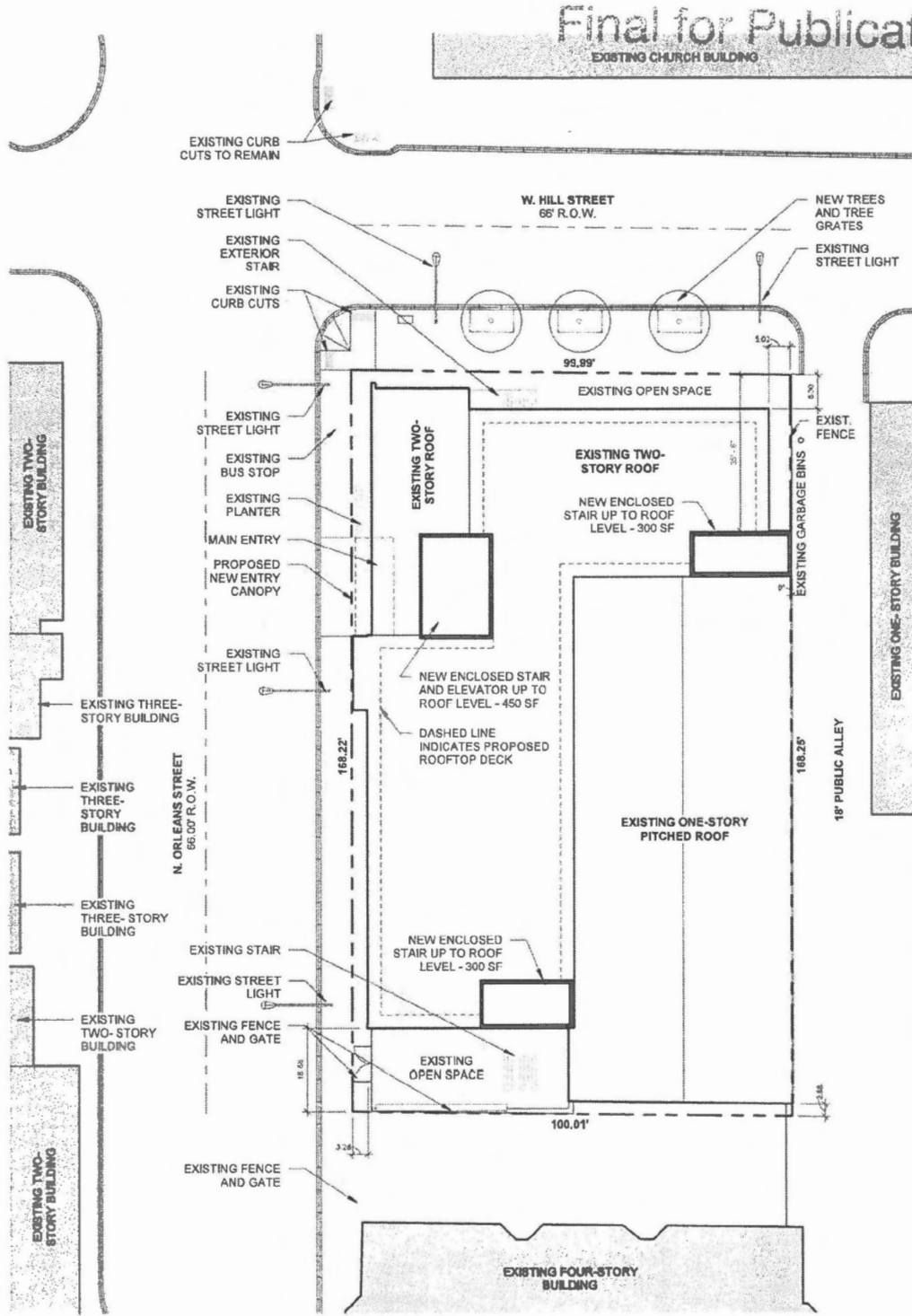
**SUBSTITUTE  
NARRATIVE AND PLANS FOR  
TYPE 1 ZONING AMENDMENT APPLICATION  
FROM DX-5 TO DX-5  
After School Matters, Inc. (THE "APPLICANT")  
1035 - 1049 North Orleans Street and 325- 333 West Hill Street**

The Applicant seeks approval for a Type 1 zoning amendment from the current DX-5 designation to a new DX-5 district to allow the renovation of the existing two story brick building that is 14,095 square feet. The renovation includes a new rooftop terrace, possibly a new entry canopy and will create a new City headquarters to be used as a Sports and Recreation, Participant Children's Play Center for the Applicant. The zoning approval will facilitate the Applicant's mission to provide Chicago public high school teens with opportunities to explore and develop their talents, while gaining critical skills for work, college and beyond. This is a renovation of an existing, legal, non-conforming structure and site which has no on-site parking or loading.

TSL: The subject property is a Transit Served Location based on proximity to CTA bus line corridor and CTA Station at North LaSalle Street and West Division Street (1,275.5 feet) and may reduce required parking by 100%. The project is not required to comply with the CZO Section 17-4-0301 TSL criteria since the project is not a new construction.

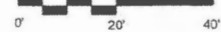
- A) Lot Area: 16,800 square feet (Recorded Measurement)  
DX-5 Maximum Base F.A.R.: 5.0  
Building Area: 14,095 square feet
- B) Bulk and Density Requirements: (MLA per 0.4) = N/A (No Residential)
- C) Parking: On-Site Accessory Parking: 0 spaces  
Loading Spaces: 0
- D) Building Height: Approximately 45'- 0"  
DX-5 Maximum Building Height: No maximum building height.
- E) Setbacks:
  - Front: 0'
  - Side: 0'
  - Side: 0'
  - Rear: 0'

Final for Publication  
EXISTING CHURCH BUILDING

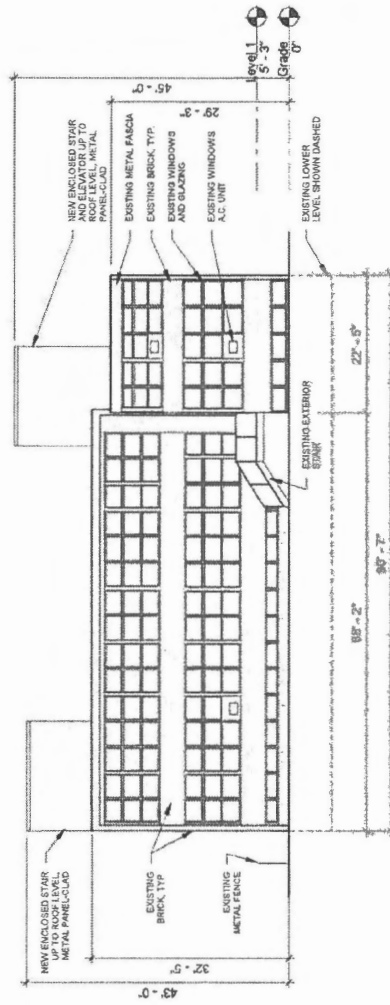


1" = 20'-0" Site Plan | \_Z0.1

After School Matters



Final for Publication



1/16" = 1'-0" North Elevation | 2024



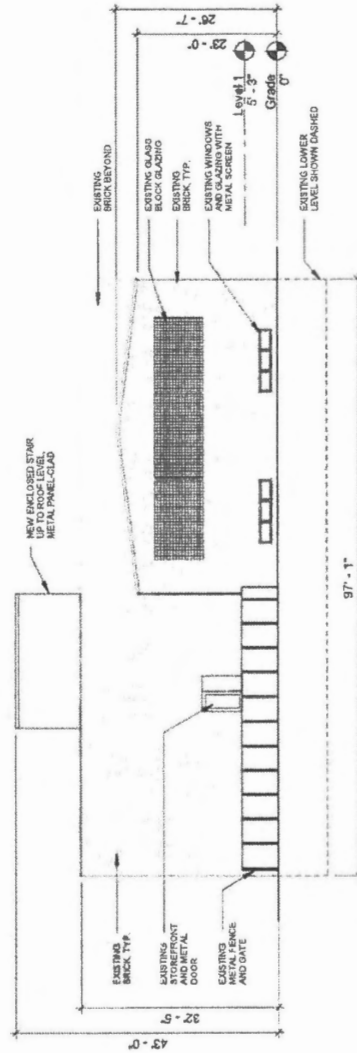
Introductions: December 13, 2023

After School Matters

Address: 1065 N. Orleans Street Chicago, IL 60610

Eckenhoff Saunders Architects

Final for Publication



1/16" = 1'-0" South Elevation | 20



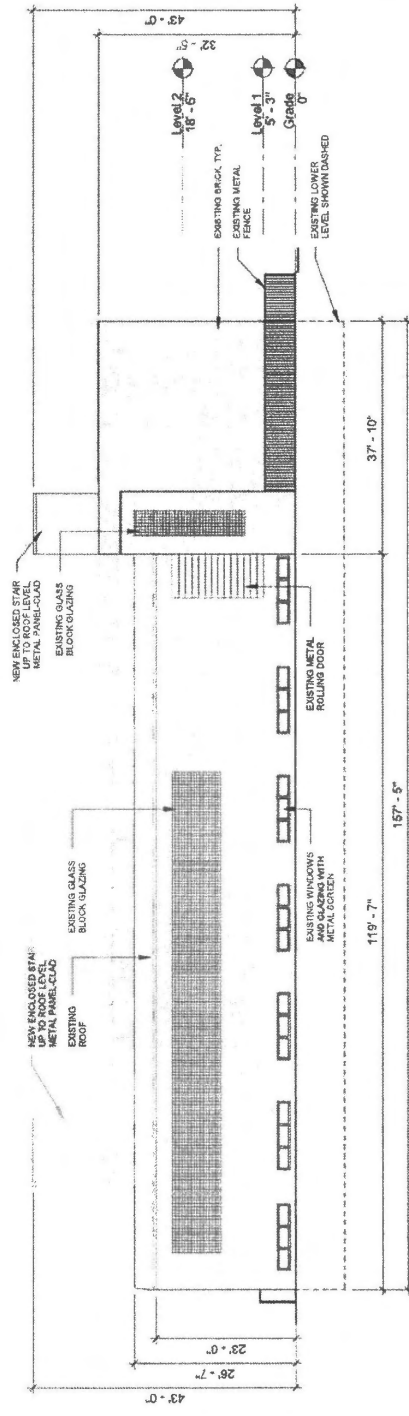
Introductions: December 13, 2023

After School Matters

Address: 1065 N. Orleans Street  
Chicago, IL 60610

Eckerhoff Saunders Architects

Final for Publication



1/16" = 1'-0" East Elevation | ZONE



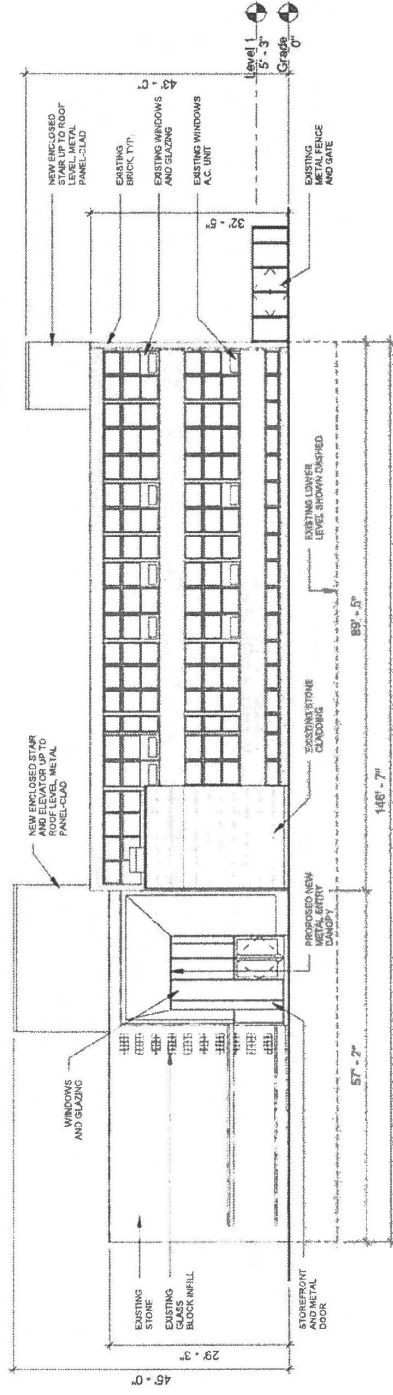
Introduction: December 13, 2008

### After School Matters

Address: 1065 N. Orleans Street  
Chicago, IL 60610

Eckenhoff Saunders Architects

Final for Publication



1/16" = 1'-0" West Elevation



Introductions: December 13, 2023

After School Matters

Address : 1065 N. Orleans Street Chicago, IL 60610

Eckenhoff Saunders Architects

*Reclassification Of Area Shown On Map No. 3-I.*  
(Application No. 22344)  
(Common Address: 830 N. California Ave.)

[O2024-0007266]

*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 C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 316.00 feet north of and parallel to West Chicago Avenue; North California Avenue; a line 291.00 feet north of and parallel to West Chicago Avenue; and the public alley next west of and parallel to North California 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. 3-I.*  
(Application No. 22331)  
(Common Address: 2534 W. Cortez St.)

[O2024-0007060]

*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 Districts symbols and indications as shown on Map Number 3-I in an area bounded by:

the alley next north of and parallel to West Cortez Street; a line 295.38 feet east of and parallel to North Rockwell Street; West Cortez Street; and a line 265.38 feet east of and parallel to North Rockwell Street,

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.

*Reclassification Of Area Shown On Map No. 3-J.*  
(Application No. 22335)  
(Common Address: 1052 -- 1058 N. Central Park Ave.)

[O2024-0007105]

*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-J in the area bounded by:

the public alley west of and parallel to North Central Park Avenue; West Thomas Street; North Central Park Avenue; and a line 73.70 feet south of and parallel to West Thomas Street,

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.

---

*Reclassification Of Area Shown On Map No. 5-I.*  
(As Amended)  
(Application No. 22223T1)  
(Common Address: 2714 W. St. Helen St.)

[O2023-2302/SO2023-0002163]

*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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

the public alley next northwest of and parallel to West St. Helen Street; a line 25.00 feet southwest of and parallel to the alley next southwest of North Stave Street; West St. Helen Street; and a line 50.00 feet southwest of and parallel to the alley next southwest of North Stave Street,

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.

[Survey, Existing and Remodeled Site Plans; Demolition Notes and Plans; Remodeled Floor Plans; Remodeled Building Elevations; ADU Foundation and Floor Plans; ADU Elevations; and Plat of Survey attached to this ordinance printed on pages 9728 through 9734 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

AMENDED TO BE A TYPE 1 ZONING AMENDMENT  
NARRATIVE AND PLANS ATTACHMENT

TYPE I Rezoning from RS-3 to RM-4.5  
2714 West St. Helen Street

FINAL FOR PUBLICATION

The Project

The property is improved with a three-story residential building containing three residential dwelling units, and no parking spaces. The Applicant seeks to raise the height of the building to allow for expansion of the existing residential dwelling units resulting in three residential dwelling units and a building height of 34.0 feet. Also, to construct a two-car garage with an ADU coachhouse unit above and a building height of 22.0 feet.

The subject property is located on the northwest side of West St. Helen Street in area that is primarily improved with single-family and multi-family buildings ranging in height from one to three stories. The Applicant seeks a change in zoning classification for the subject property from the property's current RS-3 Residential Single-Unit (Detached House) District to an RM-4.5 Residential Multi-Unit District under a Voluntary Type I Map Amendment. The area has a mix of zoning classifications, including RS-3, RT-4, and RM-5. Many of the improvements on properties zoned RS-3 are non-conforming in terms of density or bulk. The subject property also represents a sub-standard lot with a depth of 106.00 feet. Lastly, the subject property is in an area designated as suitable for ADUs. The proposed RM-4.5 zoning will allow expansion of the building in terms of Floor Area to provide for larger units and also to raise the building's height to provide additional clear height in the units. The proposed rezoning is consistent with the variety of buildings and classifications in the area and with Transit-Oriented principles as it is located approximately 659 feet from Milwaukee Avenue a designated bus line corridor under the Zoning Ordinance. As part of the Type I rezoning, per Section 17-13-0303-D governing Optional Administrative Adjustments and Variations, the Applicant seeks Variations for the following: 1) under Section 17-13-1101-B to reduce the northeast side yard from 2.0 feet to zero, the southwest side yard from 3.0 feet to zero and the combined side yard from 5.0 feet to zero; 2) under Section 17-13-1101-B to reduce the rear setback from 31.8 feet to 2 feet 6.5 inches; and 3) under Section 17-13-1101-A to reduce the required rear yard open space. from 195.00 feet to zero.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	2,650 square feet	
Floor Area:	3,000 square feet	
Maximum FAR:	1.14	
Residential Dwelling Units:	3 units with an additional coachhouse for a total of 4 units	
MLA Density:	833.33 square feet (excluding ADU)	
Height (existing):	34.00 feet (main building) 22.00 feet (coach house over garage)	
Bicycle Parking:	None	
Automobile Parking:	2	
Setbacks:	Front (St. Helen Street):	14.00 (existing)
	East Side:	None
	West Side:	None
	Combined Side:	None
	Rear (Alley):	2 feet 6.5 inches
Rear Yard Open Space:	None	

\*A set of plans is attached.

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**PLAT OF SURVEY**  
 ST. HELEN ST.  
 LOT 10

**REMODELED SITE PLAN**  
 2714 W. ST. HELEN

**EXISTING SITE PLAN**  
 2714 W. ST. HELEN

**MAIN ARCHITECTURE**  
 2714 W. ST. HELEN  
 2714 W. ST. HELEN  
 CHICAGO, IL 60641  
 773.644.1000  
 @MAINARCH

**PROJECT INFORMATION**

**DATE:** 01/20/24

**PROJECT:** 2714 W. ST. HELEN

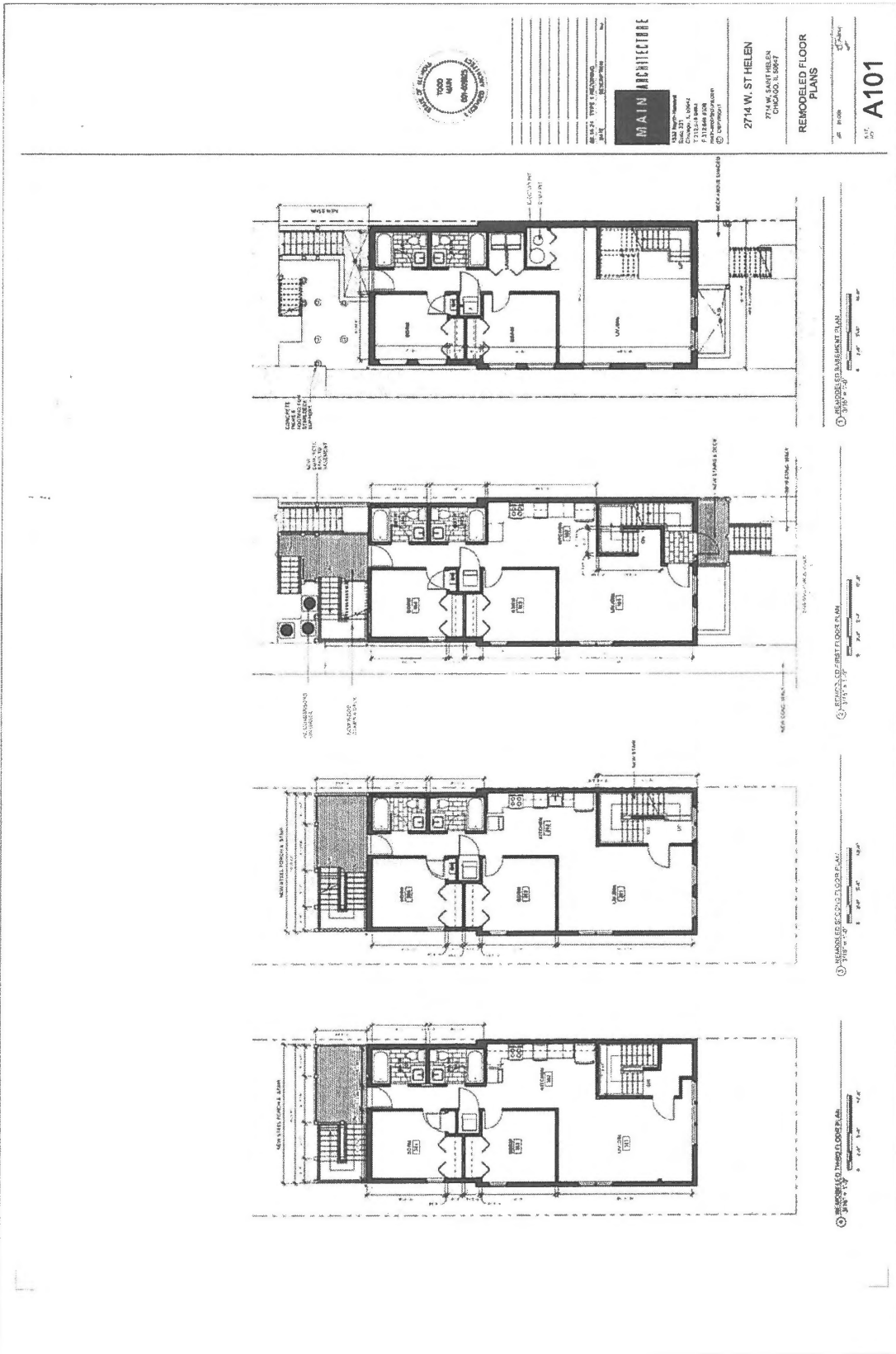
**DESCRIPTION:** SURVEY, EXISTING AND REMODELED SITE PLANS

**SCALE:** 1/8" = 1'-0"

**NO.:** A100



Final for Publication



Final for Publication

**REMODELLED BUILDING ELEVATIONS**

**MAIN ARCHITECTURE**  
 2718 W. ST HELEN  
 CHICAGO, IL 60647  
 TEL: 773.442.4444  
 FAX: 773.442.4444  
 WWW.MAINARCHITECTURE.COM

2718 W. ST HELEN  
 2718 W. ST HELEN  
 CHICAGO, IL 60647

**REMODELLED BUILDING ELEVATIONS**

DATE: 02/21/2024

SCALE: AS SHOWN

PROJECT NO: A202N

SECTION WALL ELEVATION  
 SECTION WINDOW ELEVATION

FRONT ELEVATION  
 SIDE ELEVATION

PAVED  
 BASED  
 WOOD SHAKES  
 METAL PANELS  
 BRICK  
 GLASS  
 STAINLESS STEEL

1" = 16' 0"

1" = 16' 0"

1" = 16' 0"

1" = 16' 0"

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**WALL LEGEND**

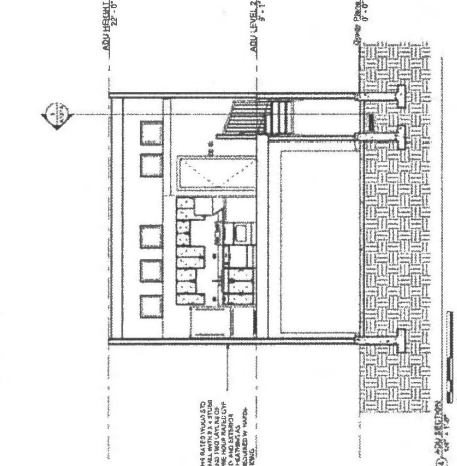
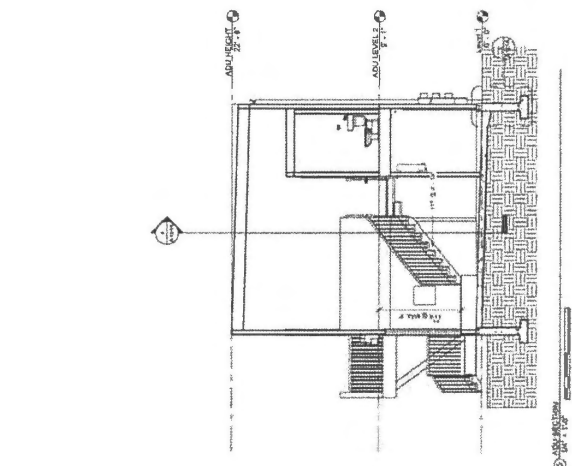
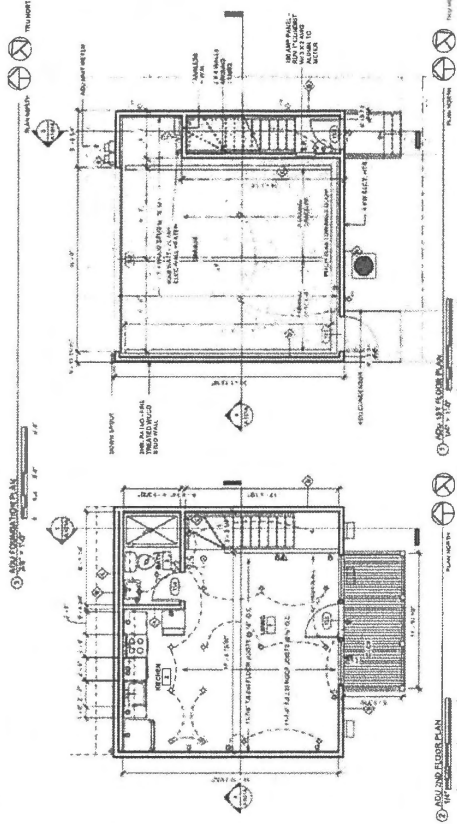
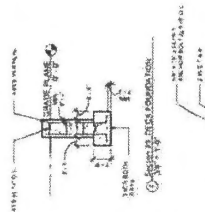
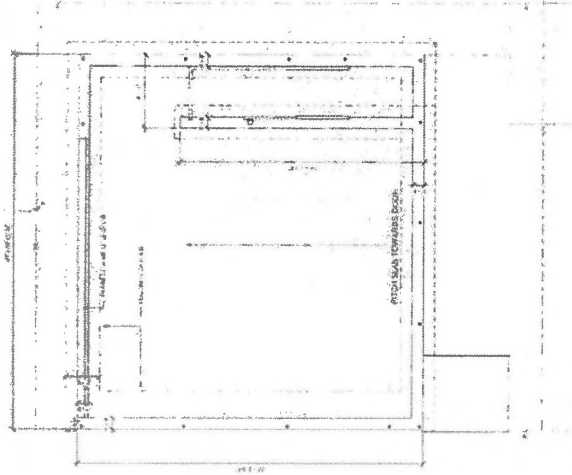
- 1/2" CMU
- 6" CMU
- 8" CMU
- 12" CMU
- 16" CMU
- 20" CMU
- 24" CMU
- 30" CMU
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- 42" CMU
- 48" CMU
- 54" CMU
- 60" CMU
- 66" CMU
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- 90" CMU
- 96" CMU
- 102" CMU
- 108" CMU
- 114" CMU
- 120" CMU



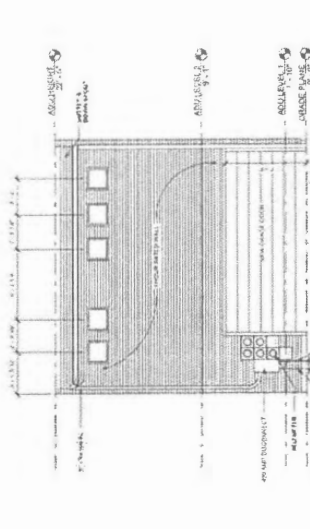
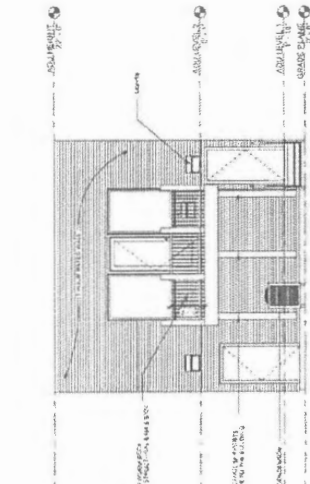
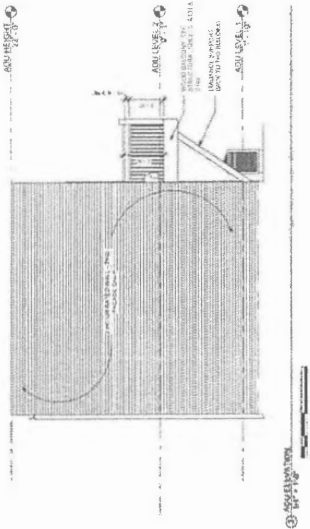
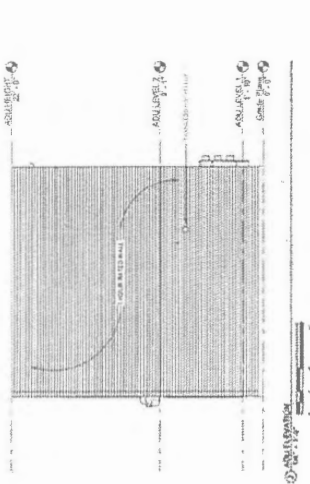
**MAIN ARCHITECTURE**  
 2714 W. ST. HELEN  
 CHICAGO, IL 60647  
 TEL: 312.542.1234  
 FAX: 312.542.1235  
 WWW.MAINARCHITECTURE.COM

2714 W. ST. HELEN  
 ADU FOUNDATION &  
 FLOOR PLANS

**A101A**



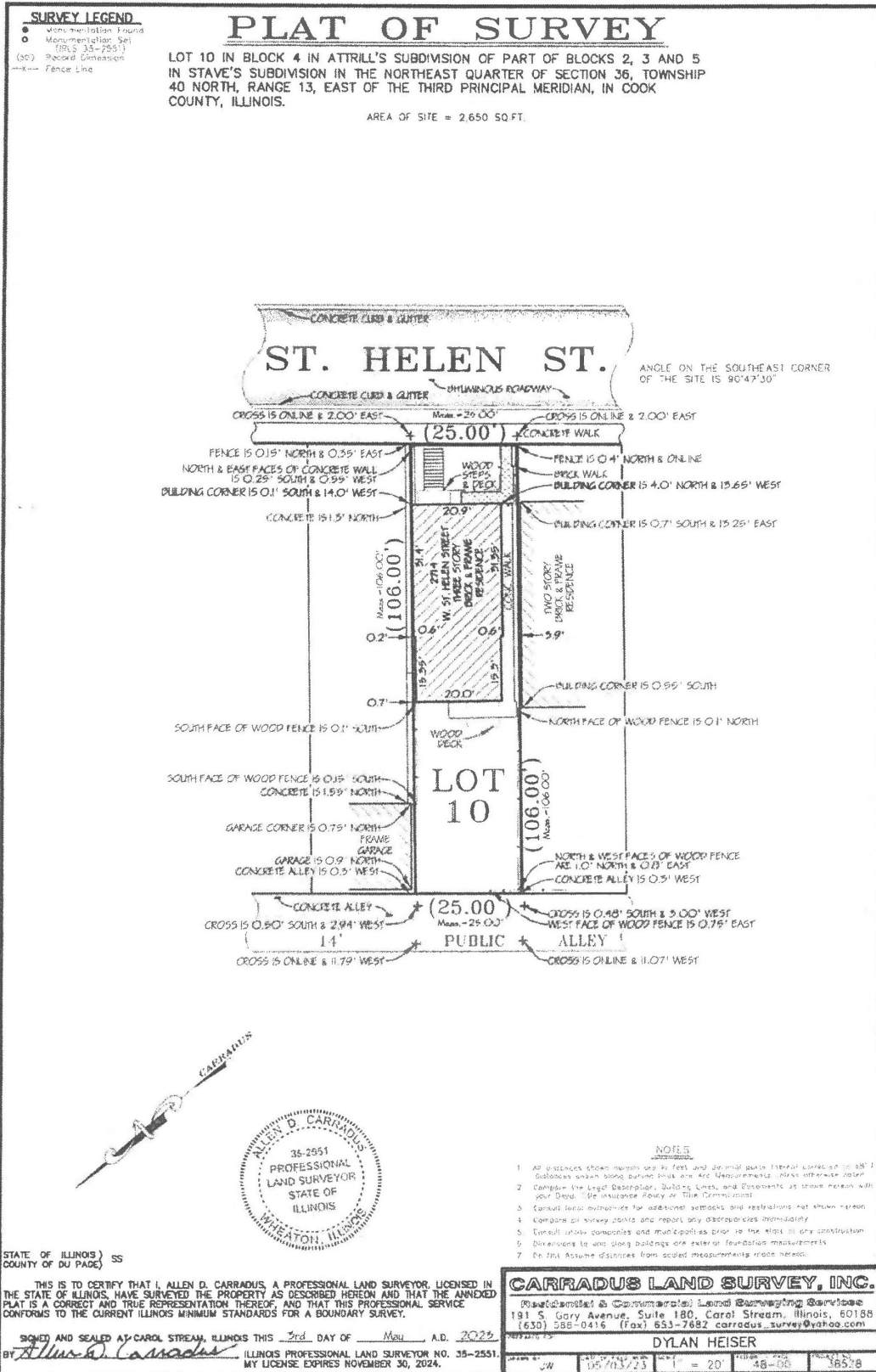
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**MAIN ARCHITECTURE**  
 2714 W. ST. HELEN  
 715 W. BARR RD.  
 P.O. BOX 1000  
 715 W. BARR RD.  
 715 W. BARR RD.  
 715 W. BARR RD.

**ADU ELEVATIONS**  
 A201A

Final for Publication



*Reclassification Of Area Shown On Map No. 6-F.*  
(Application No. 22341T1)  
(Common Address: 500 W. 26<sup>th</sup> St.)

[O2024-0007227]

*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 6-F in the area bounded by:

the public alley next north of and parallel to West 26<sup>th</sup> Street; South Normal Avenue; West 26<sup>th</sup> Street; and a line 61.5 feet west of and parallel to South Normal 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.

[Site Plan; Ground, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Floor Plans; and  
Front, Rear, Left and Right Building Elevations  
attached to this ordinance printed on  
pages 9738 through 9740  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**NARRATIVE AND PLANS  
IN SUPPORT OF AN APPLICATION FOR A TYPE I MAP AMENDMENT  
OF THE CITY OF CHICAGO ZONING MAP  
FOR THE PROPERTY COMMONLY KNOWN AS 500 WEST 26<sup>TH</sup> STREET**

Applicant seeks a Type I Map Amendment of the City of Chicago Zoning Map from the current RS 3 District to that of a B2-3 District for the property commonly known as 500 West 26<sup>th</sup> Street. The site is a vacant lot whose total lot area is approximately 7,702 square feet. Applicant seeks to improve the currently vacant site with one new construction, four story building containing fourteen residential dwelling units and 14 on site parking spaces.

The subject site is a corner lot. It is adjoined directly to the south by a two story, two-unit residential unit building. Multiple buildings on the even side of the 500 block of West 26<sup>th</sup> Street are three stories in height with higher ground floors due to commercial or previous commercial uses. All have multiple dwelling units above the ground floor. The building directly across West 26<sup>th</sup> Street is of similar character to those on the even side of the block. However, the site also has a commercial sign attached to a pole of sufficient height that it is viewable from the nearby expressway.

The following is a list of the proposed bulk and density of the development:

<b>Lot Area:</b>	approximately 7,702 square feet (61.5 x 125.25)
<b>Density:</b>	14 residential dwelling units
<b>Lot Area Per Unit:</b>	approximately 550 square feet
<b>Off Street Parking:</b>	14 spaces
<b>Height:</b>	approximately 39 feet
<b>Floor Area:</b>	approximately 18,948.51 square feet
<b>Floor Area Ratio:</b>	approximately 2.46
<b>Front (south) Setback:</b>	1.025 feet
<b>Rear (north) Setback:</b>	30 feet 3 inches
<b>East Side Setback:</b>	0 feet
<b>West Side Setback:</b>	3 feet 6 inches

\*The Applicant will comply with Section 17-3-0307 exception to the Chicago Air Quality Ordinance should such provisions be determined as applicable

**17-3-0308 Specific Criteria for Transit-Served Locations.** In 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;

**Applicant will comply with all applicable standards should such provisions be deemed applicable.**

FINAL FOR PUBLICATION

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 subject property is subject to the pedestrian street criteria and must comply with the standards of section 17-3-0504 as deemed applicable.

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;

The subject is served by the Halsted-Orange Line CTA station which is a Local Activity Center. LC anticipate higher density uses, which is proposed by this project. Therefore, the project complies with criterion #3.

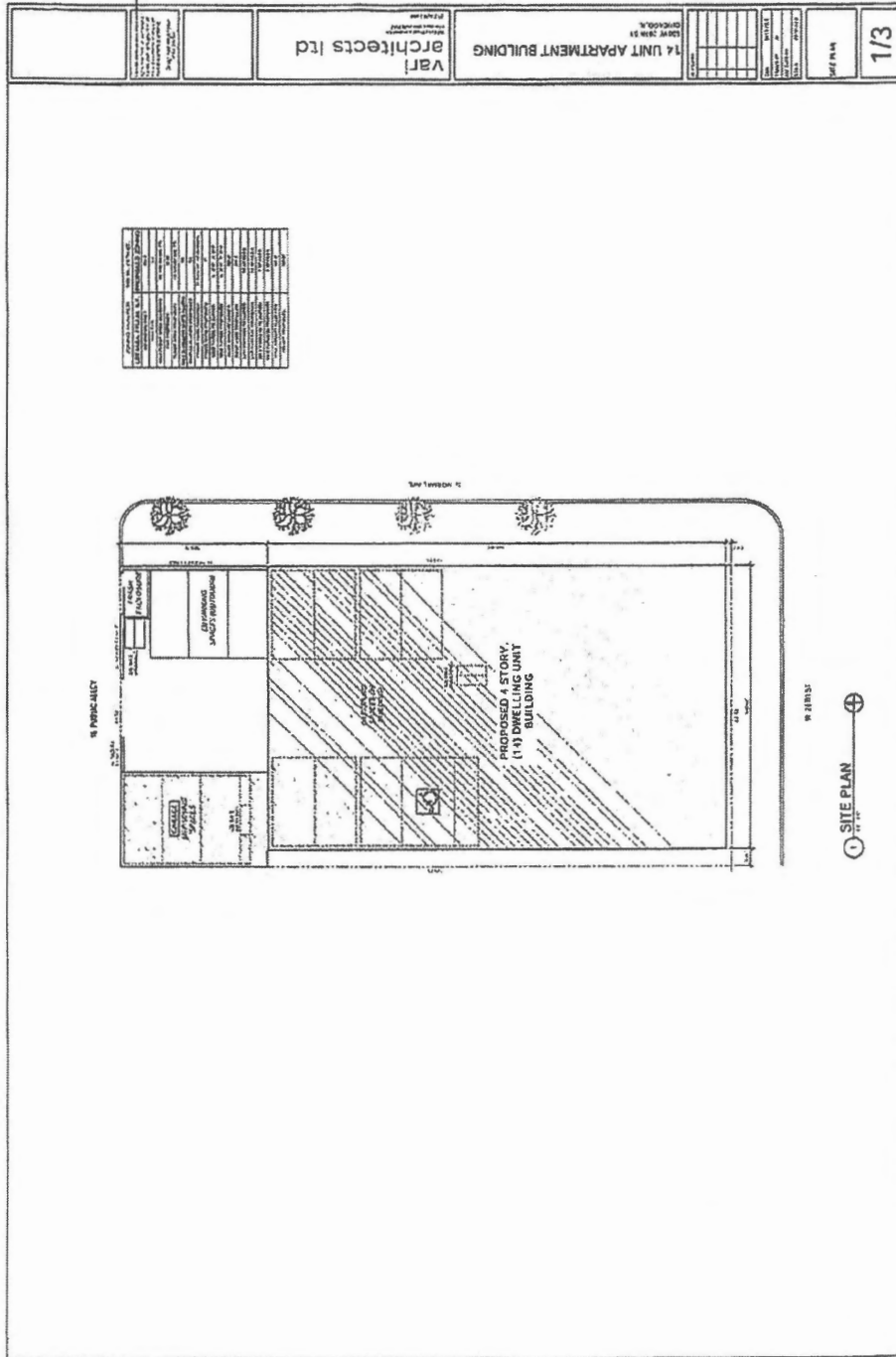
4. *Residential building* projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE; and

The proposal is a residential building as contemplated by 17-10-0207. The proposal will comply with the requirements of an Administrative Adjustment, as it provides 100% of the required parking.

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.

The proposal creates residential density within walking distance of public transportation. Therefore the project complies with criterion #5

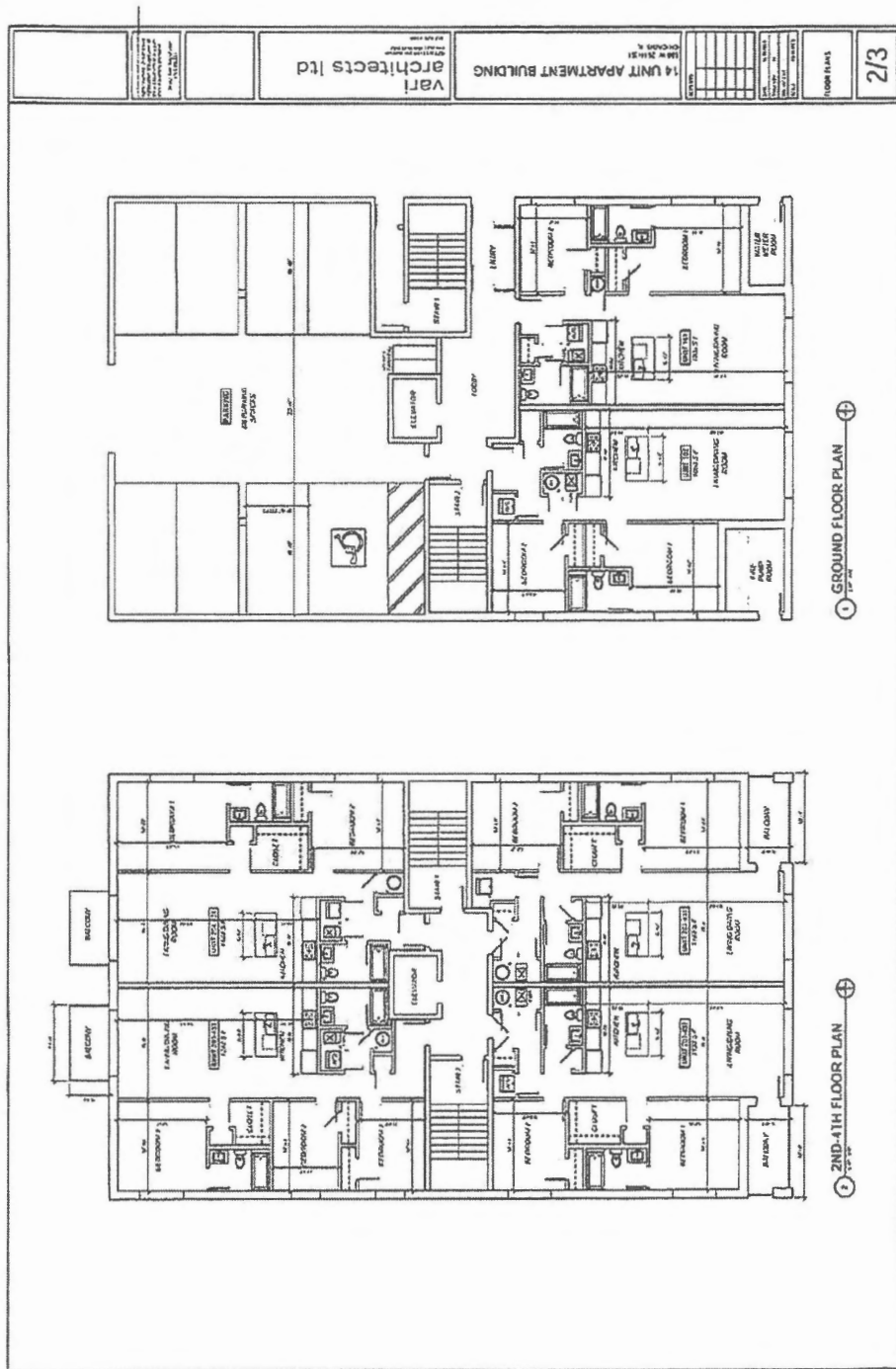
FINAL FOR PUBLICATION



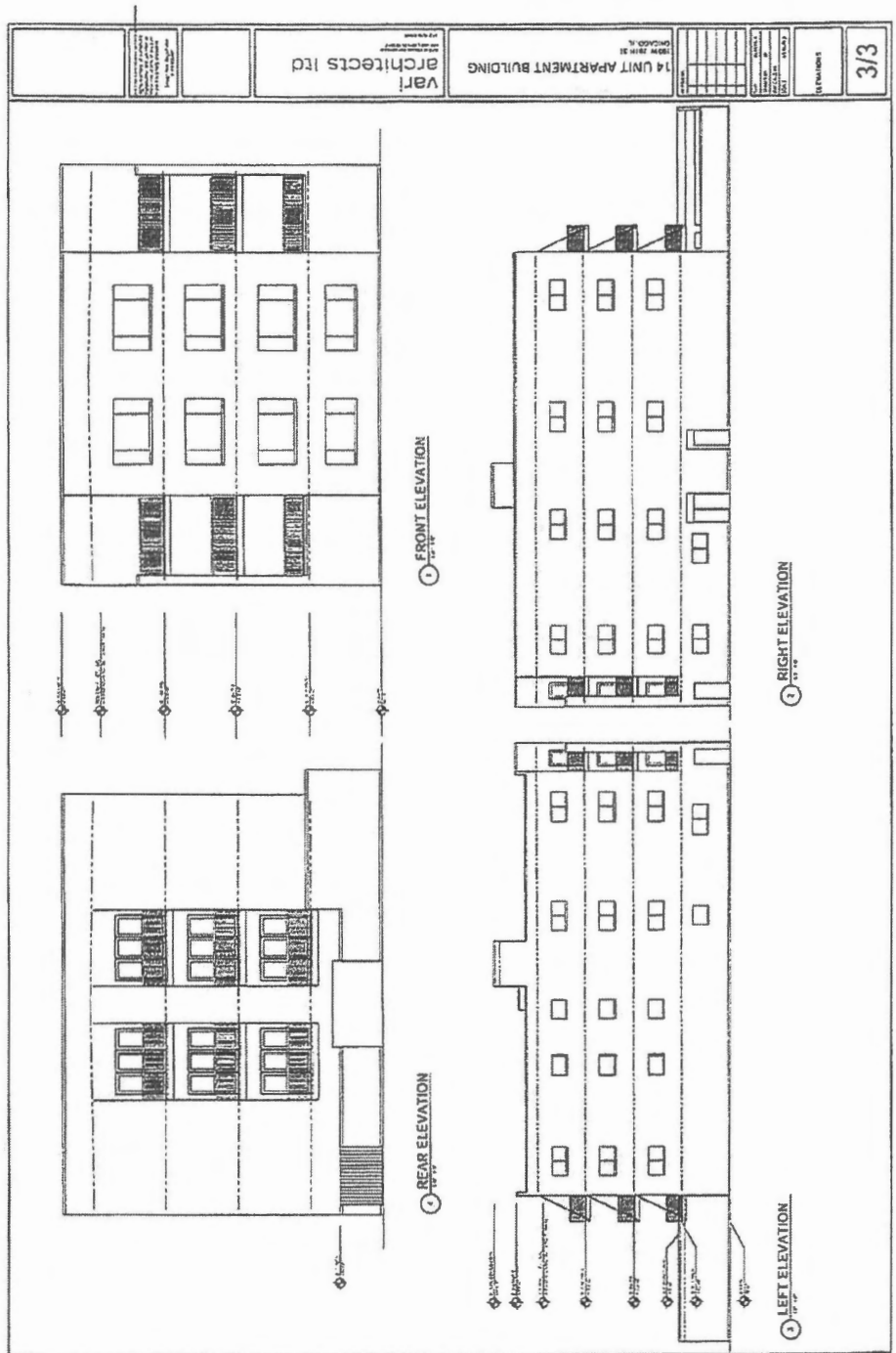
NO.	DESCRIPTION	DATE	BY	CHKD.
1	PREPARED FOR SUBMITTAL	02/21/2024	VALENTIN	
2	REVISIONS			
3	REVISIONS			
4	REVISIONS			
5	REVISIONS			
6	REVISIONS			
7	REVISIONS			
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15	REVISIONS			
16	REVISIONS			
17	REVISIONS			
18	REVISIONS			
19	REVISIONS			
20	REVISIONS			

14 UNIT APARTMENT BUILDING  
 VALENTIN architects ltd  
 1200 W. 25th St  
 CHICAGO, IL 60616  
 TEL: 312.467.1234  
 FAX: 312.467.1235  
 WWW.VALENTINARCHITECTS.COM  
 SHEET NO. 1/3

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



*Reclassification Of Area Shown On Map No. 7-G.*  
(Application No. 22333)  
(Common Address: 3146 N. Lincoln Ave.)

[O2024-0007089]

*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 of the B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 7-G in the area generally bounded by:

North Lincoln Avenue; a line 320.6 feet southeast of the intersection of North Lincoln Avenue and West Belmont Avenue, as measured along the west right-of-way line of North Lincoln Avenue and perpendicular thereto; the alley next west of and parallel to North Lincoln Avenue; and a line 295.6 feet southeast of the intersection of North Lincoln Avenue and West Belmont Avenue and perpendicular thereto,

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.



*Reclassification Of Area Shown On Map No. 7-G.*  
(Application No. 22330)  
(Common Address: 3054 N. Sheffield Ave.)

[O2024-0007065]

*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 7-G in an area bounded by:

a line 24.30 feet south of and parallel to West Barry Avenue; North Sheffield Avenue; a line 48.30 feet south of and parallel to West Barry Avenue; and the alley next west of and parallel to North Sheffield Avenue,

to those of a B2-2 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. 7-H.*

(As Amended)

(Application No. 22313T1)

(Common Address: 2154 -- 2158 W. Wellington Ave.)

[SO2023-0006452]

*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 7-H in an area 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,

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.

[Site Plan and Project Data; Basement, First, Second and Third Floor Plans and Notes; Roof Plan and Notes; Rear/North, Front/South, Right/East and Left/West Building Elevations; and East and West Garage North, South, East and West Building Elevations attached to this ordinance printed on pages 9744 through 9754 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**Amended to be a  
Type-1 Zoning Map Amendment  
For 2154-58 W Wellington Ave  
From RS-3 to RT-3.5**

- 1.A. The applicant seeks a zoning change from RS-3 to RT-3.5 to meet the bulk and density requirements of the RT-3.5 to allow the construction of a new 3-story 4 dwelling unit residential building with 2 3-car garages. The applicant is amending the filing to a Type 1 amendment to apply for the new Type1 17-13-0303-D Optional Administrative Adjustment and Variation of the Chicago Zoning Ordinance. The applicant will seek relief with variations to reduce the required front, side and rear setbacks; relocation of the required rear yard open space to roof top decks over the proposed private garages; and to increase the building height to not more than 10% of the maximum allowance of 35.0 feet.

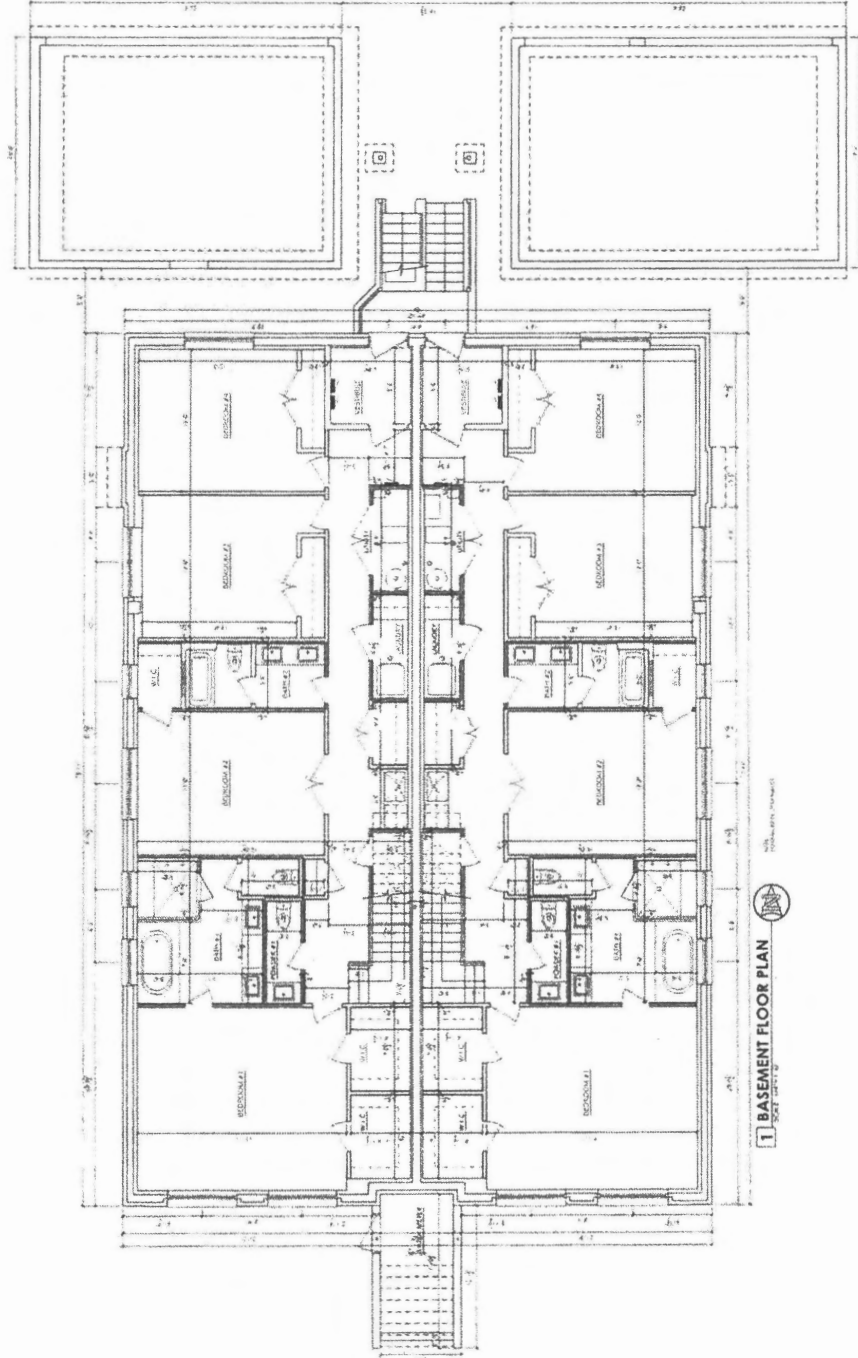
FAR	1.048
Building Area	8,788.31 sq. ft.
Density (MLA)	2,095.85 sq. ft. / DU
Lot Area	8,383.42 sq. ft.
*Building Height	38'-6"
Front Setback	19'-8 1/2"
*Rear Setback	2.0'
*East Side Setback	0.0'
*West Side Setback	0.0'
Parking	2 3-car garages

as per section 17-13-0303-D, applicant will seek the below specific sections:

- A variation as per section 17-13-1101-B; to reduce the rear setback from 36'-2" to 2.0', the side east and west setbacks to zero.
- A variation as per section 17-13-1101-A; 17-13-1003-J; to relocate the required rear yard open space of 546 sq. ft. to the roof decks of the proposed two private garages which are more than 4.0 feet above grade.
- A variation as per section 17-13-1101-A & 17-13-1003-L,3. for a new construction to allow the increase of the maximum building height from 35.0 feet to 38'6" which is not more than 10% increase of the maximum allowance.



FINAL FOR PUBLICATION



1 BASEMENT FLOOR PLAN

DATE	02/21/2024
PROJECT	9745
CLIENT	
ARCHITECT	
ENGINEER	
CONTRACTOR	

**CRAFT architecture LLC**  
 11111 1st Ave S  
 Suite 100  
 Seattle, WA 98148  
 Phone: (206) 468-1111  
 Email: info@craftarch.com  
 Website: www.craftarch.com

**COMPONENTS:**  
 ARCHITECTURE  
 MECHANICAL/ELECTRICAL/PLUMBING  
 STRUCTURAL

**DESIGN PROFESSIONALS:**  
 ARCHITECT: CRAFT architecture LLC  
 MECHANICAL/ELECTRICAL/PLUMBING: CRAFT architecture LLC  
 STRUCTURAL: CRAFT architecture LLC



**PROJECT:** NEW 3 STORY, 4 UNIT, MASONRY APARTMENT BUILDING WITH TWO CAR GARAGES AND TWO CAR MASONRY GARAGES, TRASH ENCLOSURE & FENCE  
**PROJECT ADDRESS:** 3154 SW WILLAMSON AVE  
**PROJECT NUMBER:** 2023-3133

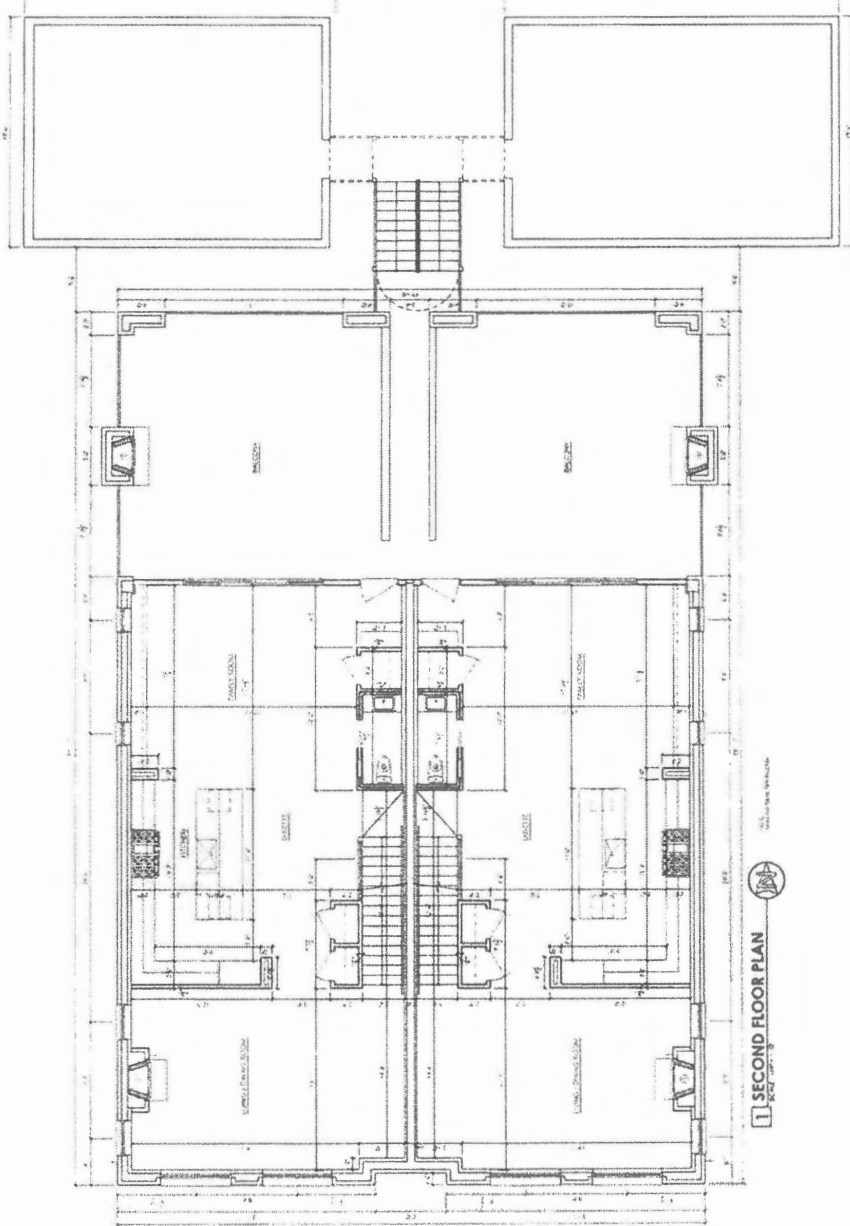
**DATE:** 01/27/2024  
**PROJECT NAME:** PLAN-3133

**SCALE:**  
 1/8" = 1'-0"  
 1/4" = 1'-0"  
 1/2" = 1'-0"  
 3/4" = 1'-0"  
 1" = 1'-0"

**SHEET TITLE:** BASEMENT PLAN AND NOTES  
**SHEET NUMBER:** A 1.1



FINAL FOR PUBLICATION

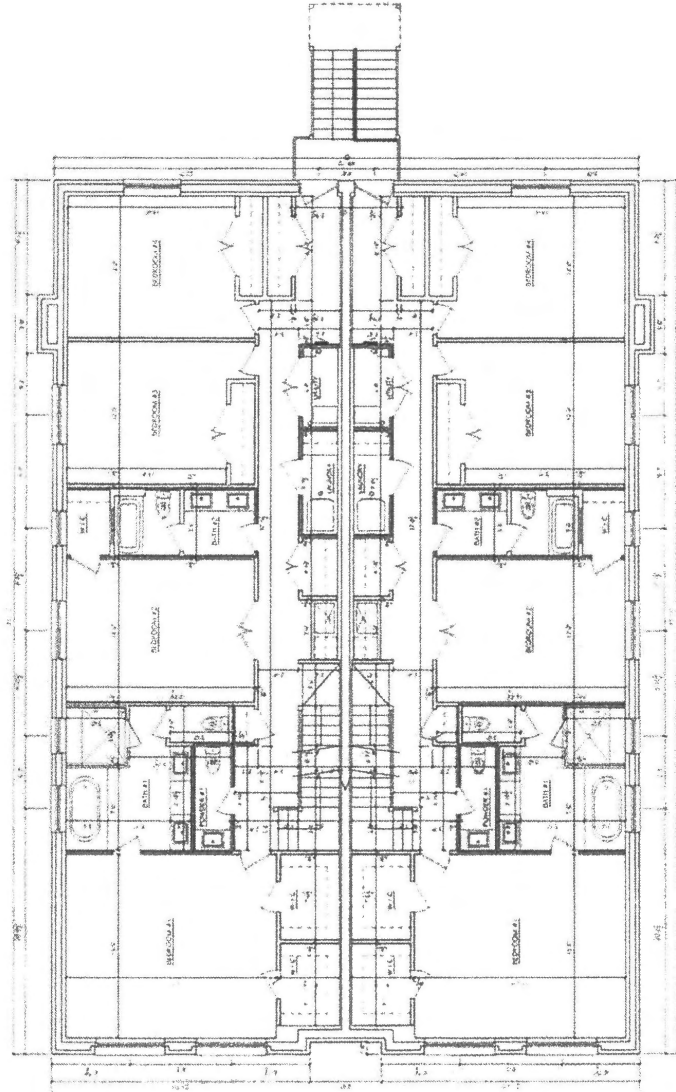


APPROVAL	DATE	PROJECT	PROJECT NUMBER
	01/27/2021	NEW 3 STORY, 4 UNIT BUILDING WITH ROOF DECK, 4 REAR BALCONIES, AND TWO (2) TRASH ENCLOSURE & FENCE	2154 48 W WELLINGTON AVE CHICAGO, ILLINOIS 60618

**CRAFT ARCHITECTURE, LLC**  
 1438 Broadway, Suite 100  
 Chicago, IL 60607  
 Tel: 312.467.1111  
 www.craftarch.com

**PROJECT INFORMATION**  
 CONTRACTOR: [REDACTED]  
 ARCHITECT: [REDACTED]  
 DATE: 01/27/2021  
 SHEET NUMBER: A.13

NOT FOR PUBLICATION



1 THIRD FLOOR PLAN

APPROVAL:

DATE:	01/11/24
BY:	CHANG
PROJECT:	
DATE:	
BY:	
PROJECT:	
DATE:	
BY:	

CHANG TENG

**CMAT** architecture LLC  
 1100 N. LA SALLE ST. SUITE 1000  
 CHICAGO, IL 60610  
 TEL: 312.467.1000  
 WWW.CMATARCHITECTURE.COM  
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**DESIGN PROFESSIONALS:**  
 SUPERVISOR: SCHEMER, DORIS  
 ARCHITECT: JIM  
 DATE: 1/11/24  
 PLAN: 333A

**PROJECT:**  
 NEW 3 STORY 4 UNIT MASONRY APARTMENT BUILDING WITH TWO REAR PATIOS, FOUR REAR BALCONIES, AND TWO 3 CAR MASONRY GARAGES, TRASH ENCLOSURE & FENCE AT 7100 S. LINCOLN AVE. CHICAGO, ILLINOIS 60649

**PROJECT NUMBER:** 2024-3215

**DATE:** 01/11/24

**SCALE:**  
 1/8" = 1'-0"  
 1/4" = 1'-0"  
 1/2" = 1'-0"  
 3/4" = 1'-0"  
 1" = 1'-0"

**NET PLAN**

**SHEET TITLE:**  
 THIRD FLOOR PLAN & NOTES

**SHEET NUMBER:**  
 A 1.4

FINAL FOR PUBLICATION

APPROVAL:

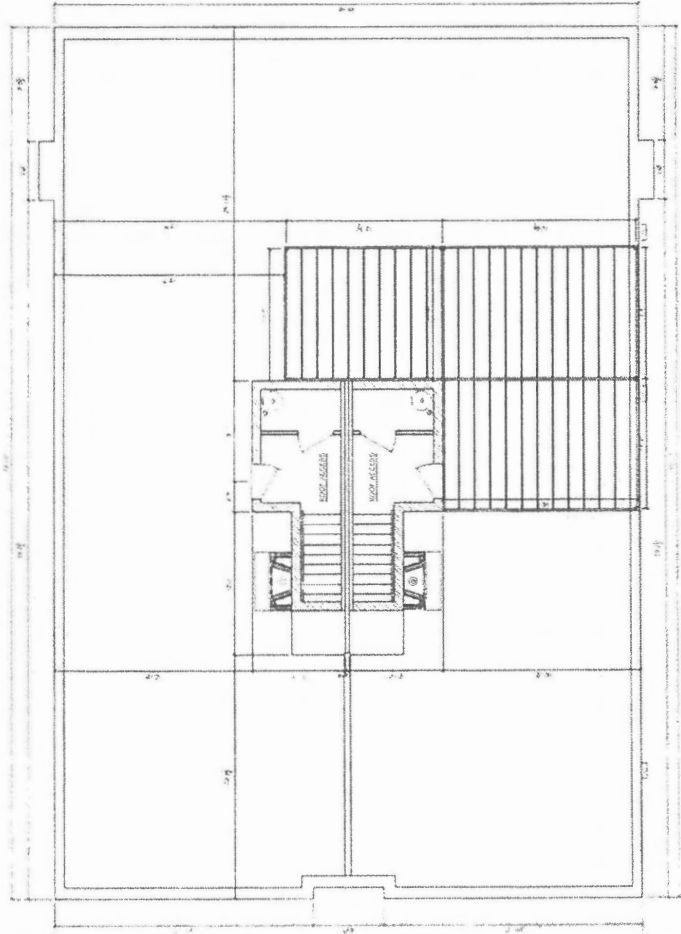
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PROJECT	

**CRAFT architecture LLC**  
 1000 N. LaSalle Street, Suite 1000  
 Chicago, IL 60610  
 Tel: 312.467.1000  
 www.craftarch.com  
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REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF ILLINOIS  
 LICENSE NO. 012345678

DATE: 12/01/23  
 PROJECT: PLANT 2315  
 NEW 3 STORY, 4 UNIT, MASONRY APARTMENT, REAR BALCONIES, AND TWO CAR MASONRY GARAGES, TERRACE, LOUNGE & PERGOLA  
 1348 W. MADISON ST. CHICAGO, ILLINOIS 60618  
 PROJECT NUMBER: 230-2315  
 DRAWING SCALE: AS SHOWN  
 SHEET NUMBER: 230-2315-01  
 SHEET TITLE: ROOF PLAN & NOTES  
 SHEET NUMBER: A 1.5



**1 ROOF PLAN**  
 230-2315-01



100% FOR PUBLICATION

APPROVAL

DATE	02/21/24
BY	ARCHITECT
PROJECT NO.	2023-2154
DATE	
BY	
PROJECT NO.	
DATE	
BY	
PROJECT NO.	
DATE	
BY	

CONTRACT NO.

**CRAT architecture LLC**  
 1150 N. LAUREL ST. SUITE 200  
 CHICAGO, IL 60610  
 TEL: 773.227.1000  
 WWW.CRATARCHITECTURE.COM  
 DESIGNER: J. BLOOMSBERT  
 PROJECT MANAGER: J. BLOOMSBERT

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**REGISTERED PROFESSIONAL ARCHITECT**  
 STATE OF ILLINOIS  
 NO. 043-000000000000000000

770 PAVILION - 1501 EMBLEK DRIVE  
 CHICAGO, IL 60617  
 CD

DATE: 2/21/24  
 DRAWN BY: J. BLOOMSBERT  
 PROJECT: REAR ELEVATION 2154

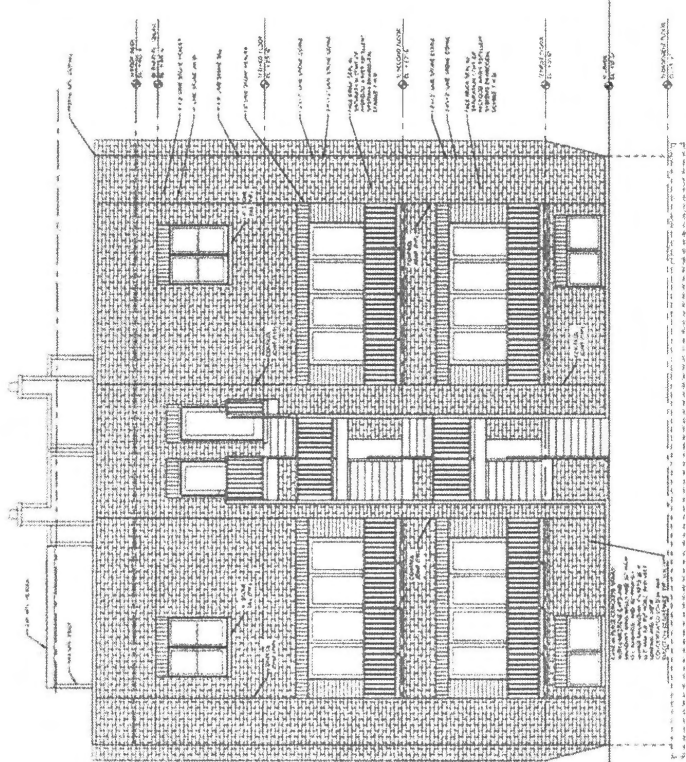
NEW 3 STORY 4 UNIT MASONRY APARTMENT WITH 3 CAR GARAGES, 3 REAR BALCONIES, AND TWO 3 CAR MASONRY GARAGES, TRASH ENCLOSURE & FENCE AT 770 PAVILION, 1501 EMBLEK DRIVE CHICAGO, ILLINOIS 60617  
 PROJECT NUMBER: 2023-2154

CONTRACT NO.:

DATE: 2/21/24  
 DRAWN BY: J. BLOOMSBERT  
 PROJECT: REAR ELEVATION 2154  
 SHEET: REAR ELEVATION 2154  
 PROJECT: REAR ELEVATION 2154  
 PROJECT: REAR ELEVATION 2154

KEY PLAN

SHEET TITLE: REAR ELEVATION 2154  
 SHEET NUMBER: A 2.2



1 REAR / NORTH ELEVATION



100% FOR PUBLICATION

REVISIONS

NO.	DATE	DESCRIPTION
1	1/11/24	ISSUED FOR PERMITS
2	1/11/24	ISSUED FOR PERMITS
3	1/11/24	ISSUED FOR PERMITS
4	1/11/24	ISSUED FOR PERMITS
5	1/11/24	ISSUED FOR PERMITS
6	1/11/24	ISSUED FOR PERMITS
7	1/11/24	ISSUED FOR PERMITS
8	1/11/24	ISSUED FOR PERMITS
9	1/11/24	ISSUED FOR PERMITS
10	1/11/24	ISSUED FOR PERMITS

**CRAFT** ARCHITECTURE LLC  
 1100 N. LAKE STREET, SUITE 1000  
 CHICAGO, IL 60610  
 TEL: 312.527.1000  
 WWW.CRAFTARCHITECTURE.COM

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 1100 N. LAKE STREET, SUITE 1000  
 CHICAGO, IL 60610  
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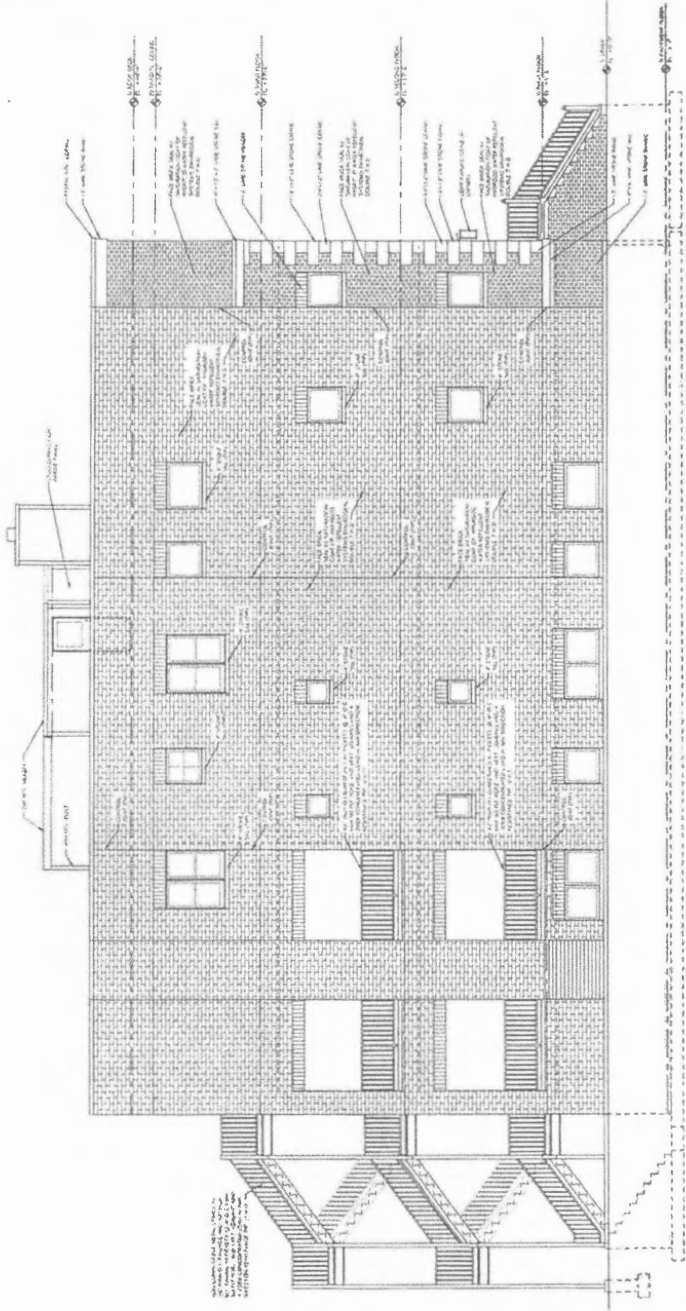
FOR DESIGN PROFESSIONAL USE ONLY

DATE: 1/11/24  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 SHEET: [Name]  
 SHEET NUMBER: [Name]  
 PROJECT NUMBER: [Name]  
 DRAWING SCALE: [Name]

NEW 3 STORY, 4 UNIT, BUILDING WITH ROOF DECK, 4 REAR BALCONIES, AND TWO 3'x6' TRASH ENCLOSURE & FENCE 2154-58 W. WELLINGTON AVE CHICAGO, IL 60638 90618

NET PLAN

SHEET TITLE: EXTERIOR ELEVATIONS  
 SHEET NUMBER: A 2.4



1 LEFT / WEST ELEVATION



*Reclassification Of Area Shown On Map No. 7-I.*

(As Amended)

(Application No. 22352T1)

(Common Address: 2818 -- 2830 N. Elston Ave.)

[SO2024-0007315]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 7-I in the area bounded by:

beginning at a line 282.50 feet northwest of the intersection of North Elston Avenue and West Diversey Avenue, as measured along the southwest right-of-way line of North Elston Avenue and perpendicular thereto; North Elston Avenue; a line 132.50 feet northwest of the intersection of North Elston Avenue and West Diversey Avenue, as measured along the southwest right-of-way line of North Elston Avenue and perpendicular thereto; and the alley next southwest of and parallel to North Elston Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Conceptual Site/Landscape Plan; First and Second  
Floor Plans; Rooftop Plan; and Front, Rear,  
Left and Right Building Elevations  
attached to this ordinance printed  
on pages 9757 through 9764  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

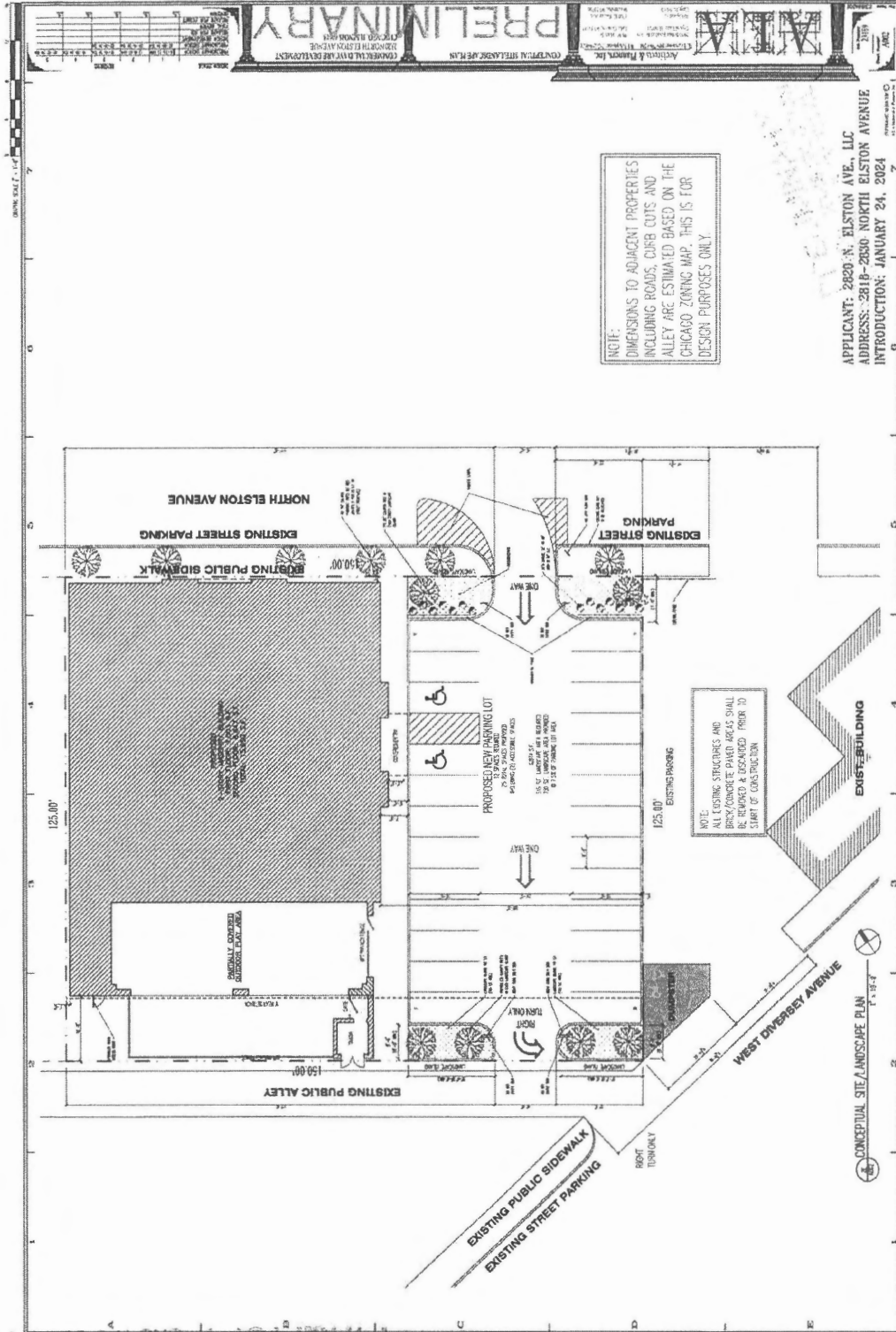
**SUBSTITUTE  
NARRATIVE AND PLANS FOR  
TYPE 1 ZONING AMENDMENT APPLICATION  
FROM C1-3 TO C1-2  
2820 N. Elston Ave., LLC (THE "APPLICANT")  
2818-2830 North Elston Avenue**

The Applicant seeks approval for a Type 1 zoning amendment from the current C1-3 designation to a C1-2 district to allow the construction of a two to three story brick building that will be 16,150 square feet for a new day care facility. The proposed center will consist of approximately 10 classrooms that will accommodate children from birth to kindergarten. There will be 2 play areas at ground level, 1 rooftop playground, laundry and break rooms and a parking lot that will consist of 25 parking spaces including 2 ADA. The height of the building will be approximately 44'-8" feet. The zoning approval will facilitate the Applicant's mission to provide a curriculum that prepares early learners for academic success after they leave the center.

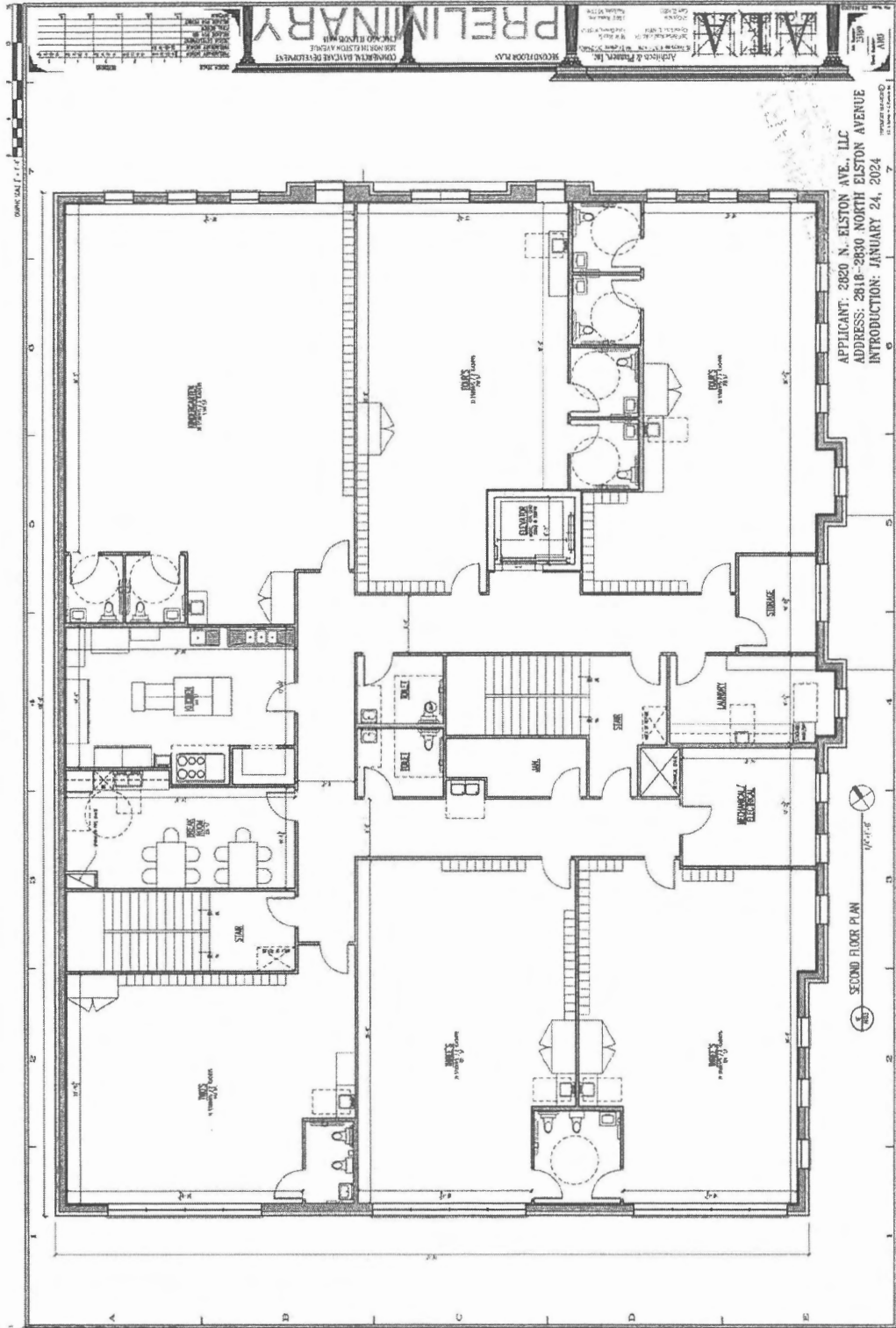
- A) Lot Area: 18,750 square feet (Recorded Measurement)  
Base F.A.R.: 0.86  
Approximate Building Area: 16,150 square feet
- B) Bulk and Density Requirements: (MLA) = N/A (No Residential)
- C) Parking: On-Site Accessory Parking: 25 spaces  
Loading Spaces: 0  
Bike Parking: 4
- D) Building Height: Approximately 44'-8" feet
- E) Setbacks:  
Front: 8"  
Side: 6"  
1'  
Rear: 0'

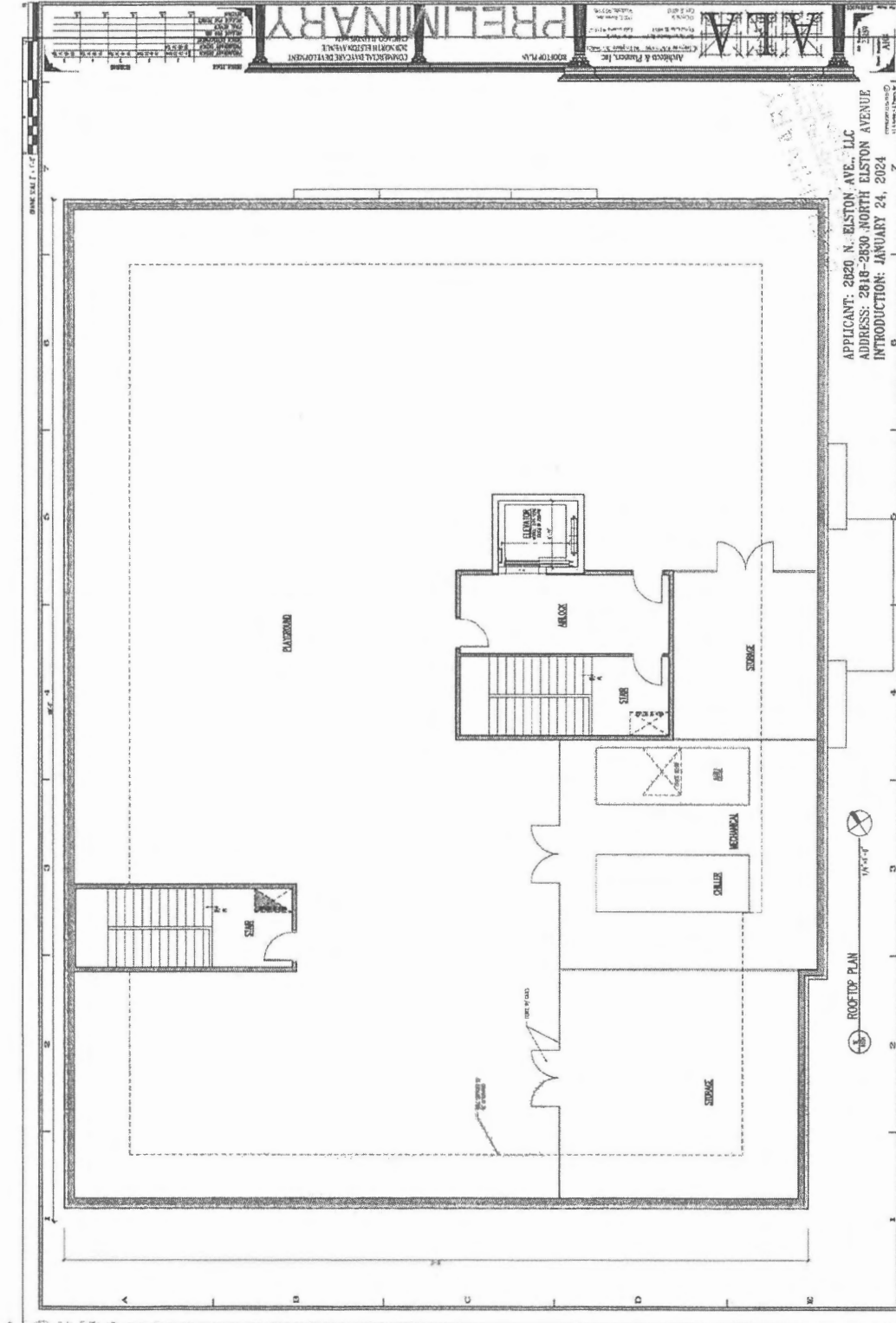
TSL: The subject property is a Transit Served Location based on proximity to CTA bus line corridor at North Western Avenue and North Diversey Street (122.5 feet) and may reduce required parking by 100%. The project will comply with the CZO Section 17-3-0308 specific criteria for TSL below.

1. The project complies with Section 17-10-0102-B as follows:
  - a. The project is within 1,320 feet of a CTA bus line corridor segment listed in Table 17-17-0400-B
  - b. One bicycle parking space is provided per 10 parking spaces
  - c. The 1,320 foot distance per Table 17-17-0400-B
  - d. The building does not achieve a mandatory planned development threshold
  - e. The building is not pursuing a parking reduction from the otherwise applicable standards for new construction
2. The project is not required to comply with Section [17-3-0504](#) because it is not located on a pedestrian street.
3. The project complies with the general goals set forth in the Transit Friendly Development Guide by providing a Pedestrian Friendly Equitable Development that complies with the landscape code.
4. The project does not need to comply with number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for this district since this is not a residential development
5. The project is not required to comply with Section [17-3-0504](#) because it is not located on a pedestrian street.
6. The project is not required to comply with Section [17-3-0504](#) Travel Demand Study and Management Plan rules of the Chicago Department of Transportation because it is a commercial development under 30,000 square feet.
7. Applicant will comply with section 17-3-0307 exceptions of the Chicago Air Quality Ordinance should such provisions be determined as applicable.









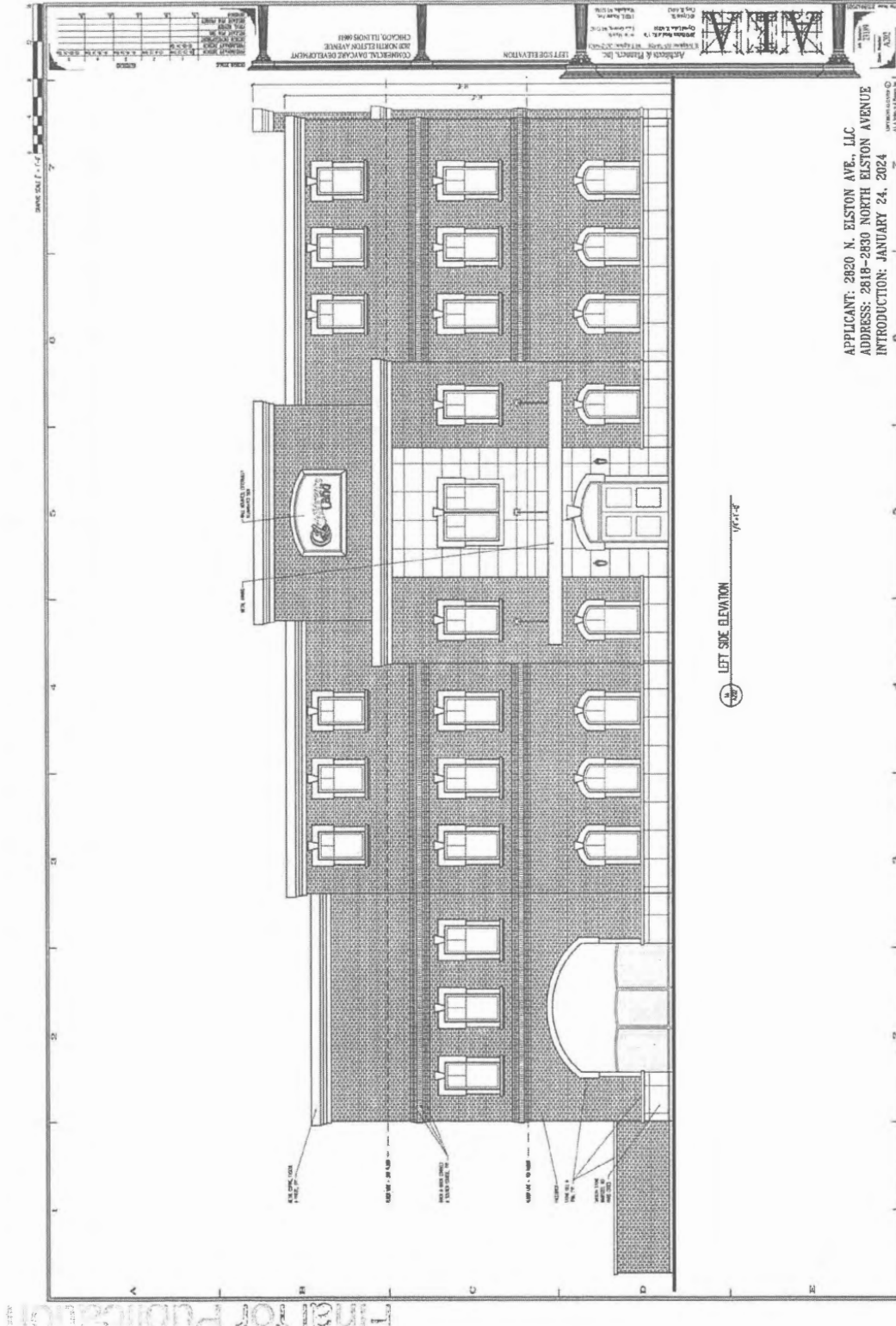
THIS IS FOR INFORMATION

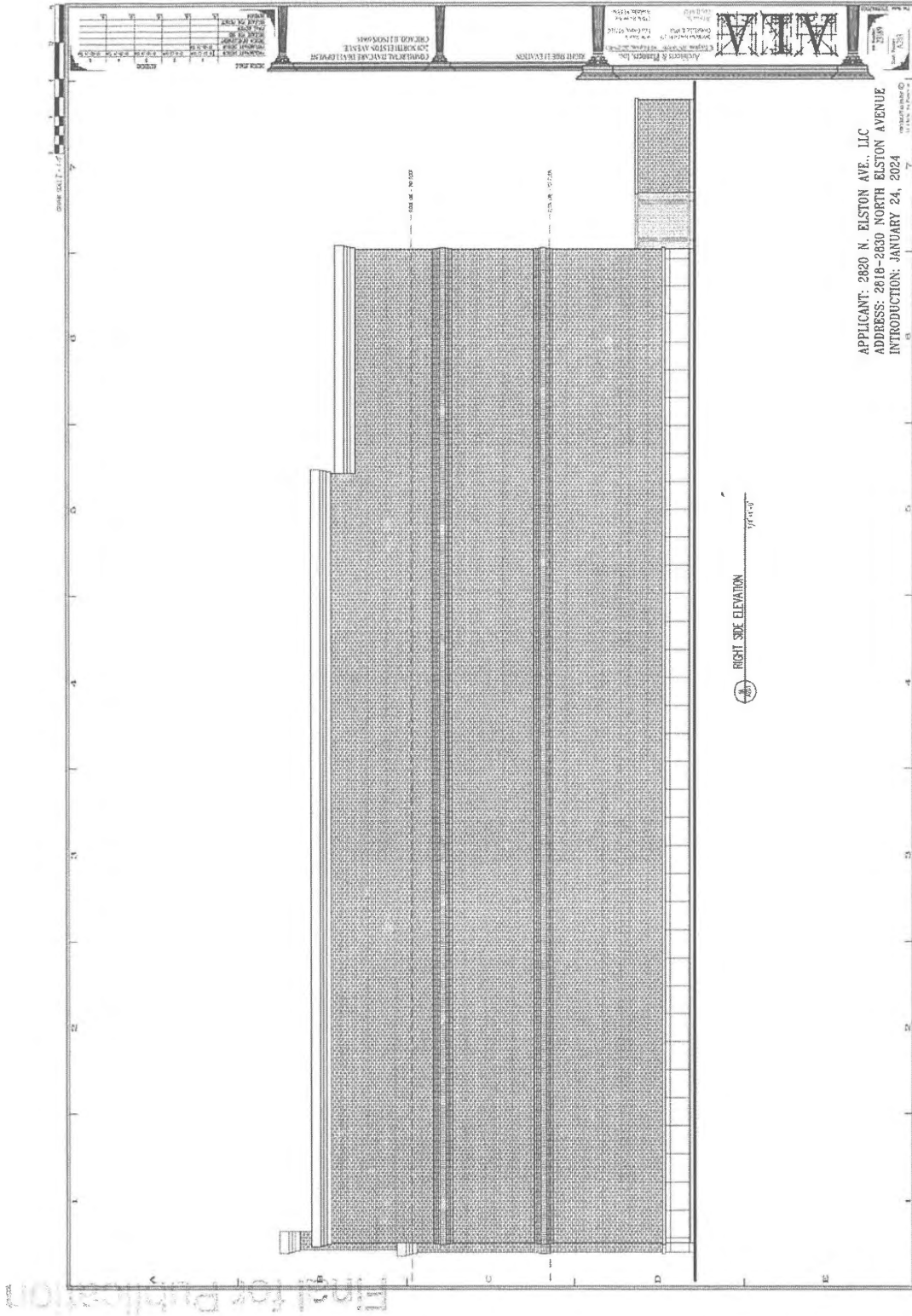


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7



PHOTO FOR REFERENCE





*Reclassification Of Area Shown On Map No. 8-G.*  
(Application No. A-8864)  
(Common Address: 937 -- 1021 W. 31<sup>st</sup> St.)

[O2023-0005951]

*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, B1-2 Neighborhood Shopping District and B2-2 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 8-G in the area bounded by:

West 31<sup>st</sup> Street; a line 243.2 feet east of and parallel to South Morgan Street; the alley next south of and parallel to West 31<sup>st</sup> Street; South Morgan Street; the alley next south of and parallel to West 31<sup>st</sup> Street; and a line 213.12 feet west of and parallel to South Morgan Street,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.



*Reclassification Of Area Shown On Map No. 8-H.*  
(Application No. 22342T1)  
(Common Address: 1642 W. 38<sup>th</sup> Pl.)

[O2024-0007245]

*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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 8-H in the area bounded by:

the public alley next north of West 38<sup>th</sup> Place; a line 175.0 feet east of and parallel to South Paulina Street; West 38<sup>th</sup> Place; and a line 150.0 feet east of and parallel to South Paulina Street,

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.

[Site Plan and Zoning Analysis; and Front, Rear and West Building Elevations attached to this ordinance printed on pages 9767 through 9770 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

NARRATIVE AND PLANS  
TYPE I Rezoning Attachment  
1642 West 38<sup>th</sup> Place  
From RT-4 to RT-4

FINAL FOR PUBLICATION

**The Property**

The subject property is located in an RT-4, Residential Two-Flat, Townhouse and Multi-Unit District and is improved with a two-story residential building (23'-10" tall) that includes two dwelling units and a detached two car garage. The subject property and the adjacent vacant lot, 1644 West 38<sup>th</sup> Place, are one zoning lot. The property owners of 1644 West 38<sup>th</sup> Place wish to build a single-family home on their lot. The subject property at 1642 West 38<sup>th</sup> Place is to remain and there is no proposed construction. To allow the construction of 1644 West 38<sup>th</sup> Place, the subject zoning lot must be subdivided into two zoning lots.

**The Project**

Imelda Garcilazo (the "Applicant") has filed a rezoning application under 17-17-0303-D Type 1 option to seek optional Administrative Relief or Variation.

The subject application seeks variation relief to comply with section 17-17-0301 that governs subdivision of improved zoning lots; a variation as per section 17-13-1101-B to reduce the non-conforming front yard setback from the required 13.72' to 13.0' (existing), reduce the west side setback from the required 2.0' to 0.60' (existing) (east side setback required and existing setback is 3.0'), and a reduction in combined side setbacks from the required 5.0' to 3.60' (existing).

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District.

The following are the relevant zoning parameters for the proposed project:

Lot Area (existing):	3,107.5 square feet	
FAR (existing):	0.71	
Floor Area (existing):	2,196 square feet	
Residential Dwelling Units (existing):	2	
MLA Density (existing):	1,553.75 square feet	
Height (existing):	23'-10"	
Bicycle Parking (existing):	Zero, none required.	
Automobile Parking (existing):	2	
Setbacks (existing):	Front (38th Place):	13.00'
	North (alley/rear):	60.00'
	East:	3.00'
	West:	0.60'

A site plan and photo elevations are included.

FINAL FOR PUBLICATION

1642 West 38th Place, Chicago, IL 60609 PIN: 17-31-430-025-0000

FOR ZONING REVIEW

**ARCHITECT**  
**Mario H. Berg**  
 ARCHITECT  
 1642 West 38th Place  
 Chicago, IL 60609  
 Tel: (773) 477-1111  
 Fax: (773) 477-1112  
 Email: mberg@mhberg.com

**1642 West 38th Place**  
 Chicago, Illinois  
 Site Plan & Zoning  
 Analysis

**CS-100**

**SCOPE OF WORK:**  
 SITE PLAN TO REFLECT THE EXISTING SITE PLAN CONDITIONS.  
 CURRENT USE: 2 D.U.

**ABSTRACT**  
 This project involves the preparation of a site plan for a two-unit development (2 D.U.) located at 1642 West 38th Place, Chicago, Illinois. The project is situated in the CS-100 zoning district. The site plan shows the layout of the existing building and the proposed units, including setbacks, parking, and landscaping. The project is being reviewed for zoning compliance.

**COMPARISON OF BEINGS BY ARCHITECTURAL FIRM**  
 Comparison of Beings by Architectural Firm  
 This comparison shows the differences between the existing building and the proposed units. The existing building is a two-story brick structure with a flat roof and a front porch. The proposed units are a two-story brick structure with a flat roof and a front porch. The comparison shows that the proposed units are similar in appearance to the existing building, but with some modifications to the facade and roofline.

**ABSTRACT LEGEND**  
 This legend defines the symbols used in the site plan to indicate setbacks, parking, landscaping, and other features. The legend includes symbols for front, side, and rear setbacks, as well as symbols for parking spaces, landscaping, and other site features.

FINAL FOR PUBLICATION



1642 West 38th Place  
Front Elevation

FINAL FOR PUBLICATION



1642 West 38th Place  
Rear Elevation

FINAL FOR PUBLICATION



1642 West 38th Place  
West Elevation

*Reclassification Of Area Shown On Map No. 8-H.*  
(Application No. 22343)  
(Common Address: 1644 W. 38<sup>th</sup> Pl.)

[O2024-0007250]

*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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 8-H in the area bounded by:

the public alley next north of West 38<sup>th</sup> Place; a line 150.0 feet east of and parallel to South Paulina Street; West 38<sup>th</sup> Place; and a line 125.0 feet east of and parallel to South Paulina Street,

to those of an RS3 Residential Single-Unit (Detached House) 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. 9-G.*  
(Application No. 22332T1)  
(Common Address: 3837 -- 3841 N. Clark St.)

[O2024-0007072]

*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 B2-3 Neighborhood Mixed-Use District and B3-2 Community Shopping District symbols and indications as shown on Zoning Map Index Number 9-G in the area bounded by:

beginning at a line 457.01 feet north of and parallel to West Grace Street; the alley next east of North Clark Street; a line 340 feet north of West Grace Street, as measured along the east right-of-way line of North Clark Street and perpendicular thereto; and North Clark Street,

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.

[Site Plan; Zoning Set Back Information, Zoning Information and Rear Yard Open Space Requirement; Basement, First, Second, Third and Fourth Floor Plans; and Northeast, Southeast and Southwest Building Elevations attached to this ordinance printed on pages 9773 through 9782 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final For Publication

**17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment**  
3837-3841 North Clark Street, Chicago, Illinois

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: 8,071.3 square feet

Proposed Land Use: The Applicant is seeking a *Type 1 Zoning Map Amendment*, with *Administrative Adjustment* relief – pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, in order to permit the expansion of the existing five-story nine-unit *residential* building, at the subject site. The programming for the new improvements calls for the erection of a new four-story lateral addition off the south side of the existing five-story building, which such proposed addition will feature six (6) new *dwelling units*, for a total of fifteen (15) *dwelling units* (nine *existing* units + six *new/additional* units). The subject property is located within 2,640 feet of the entrance to the *Addison CTA Station* and the Applicant is proposing to *add* only six (6) *dwelling units*, as such – and pursuant to the current Zoning Ordinance [§17-3-0308(4)], the design includes surface parking for three (3) vehicles (attributed to the new improvements), which is in addition to the nine interior parking spaces that currently service the nine existing dwelling units. The new proposed improvements will be masonry in construction, and measure 46 feet-0 inches in height, with the existing five-story (masonry) building measuring 55 feet-4 inches in height.

- (A) The Project's Floor Area Ratio: 23,300 square feet square feet (2.9 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 15 total dwelling units (9 existing units + 6 proposed/additional units) (538.1 square feet per dwelling unit)
- (C) The amount of off-street parking: 12 total vehicular spaces (9 existing parking spaces + 3 proposed/additional parking spaces)
- (D) Setbacks: a. Front Setback: 0 foot-0 inches  
b. \*Rear Setback: 19 feet-0 inches

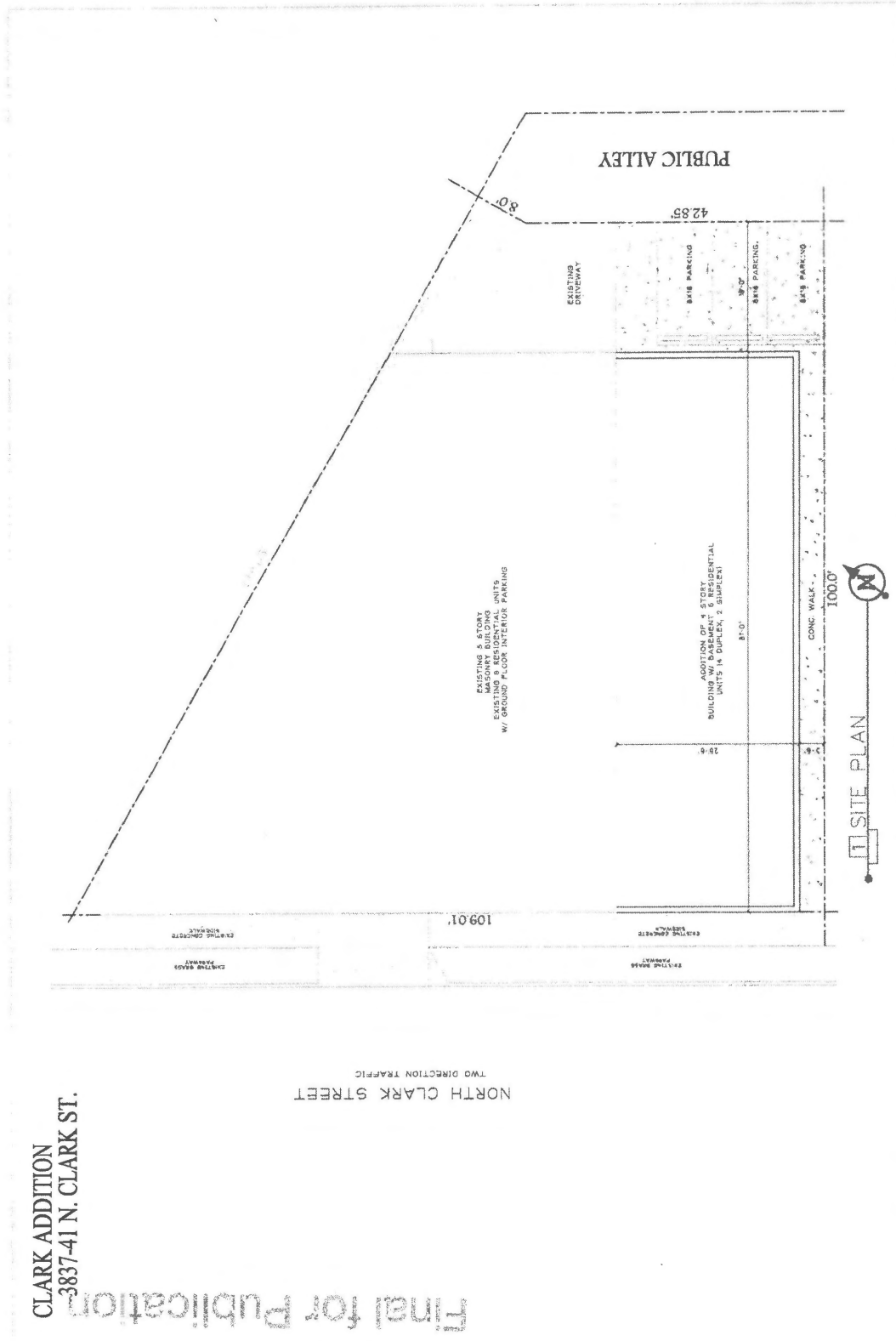
\*Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, the Applicant is seeking an *Administrative Adjustment* to reduce the minimum *rear setback* – for floors containing dwelling units, from 30 feet to 19 feet. [Section 17-3-0405-A and Section 17-13-1003-I.] The proposed *rear setback* follows the existing *rear setback* of the building that is being expanded, and also matches the predominant *rear yard depths* of the other existing buildings that comprise the subject block.

- c. Side Setbacks:  
North: 0 feet-6 inches (existing)  
South: 3 feet-6 inches (proposed)
- (E) Building Height: 55 feet-4 inches (existing five-story building); 46 feet-0 inches (proposed four-story addition)

CLARK ADDITION  
3837-41 N. CLARK ST.

Final for Publication

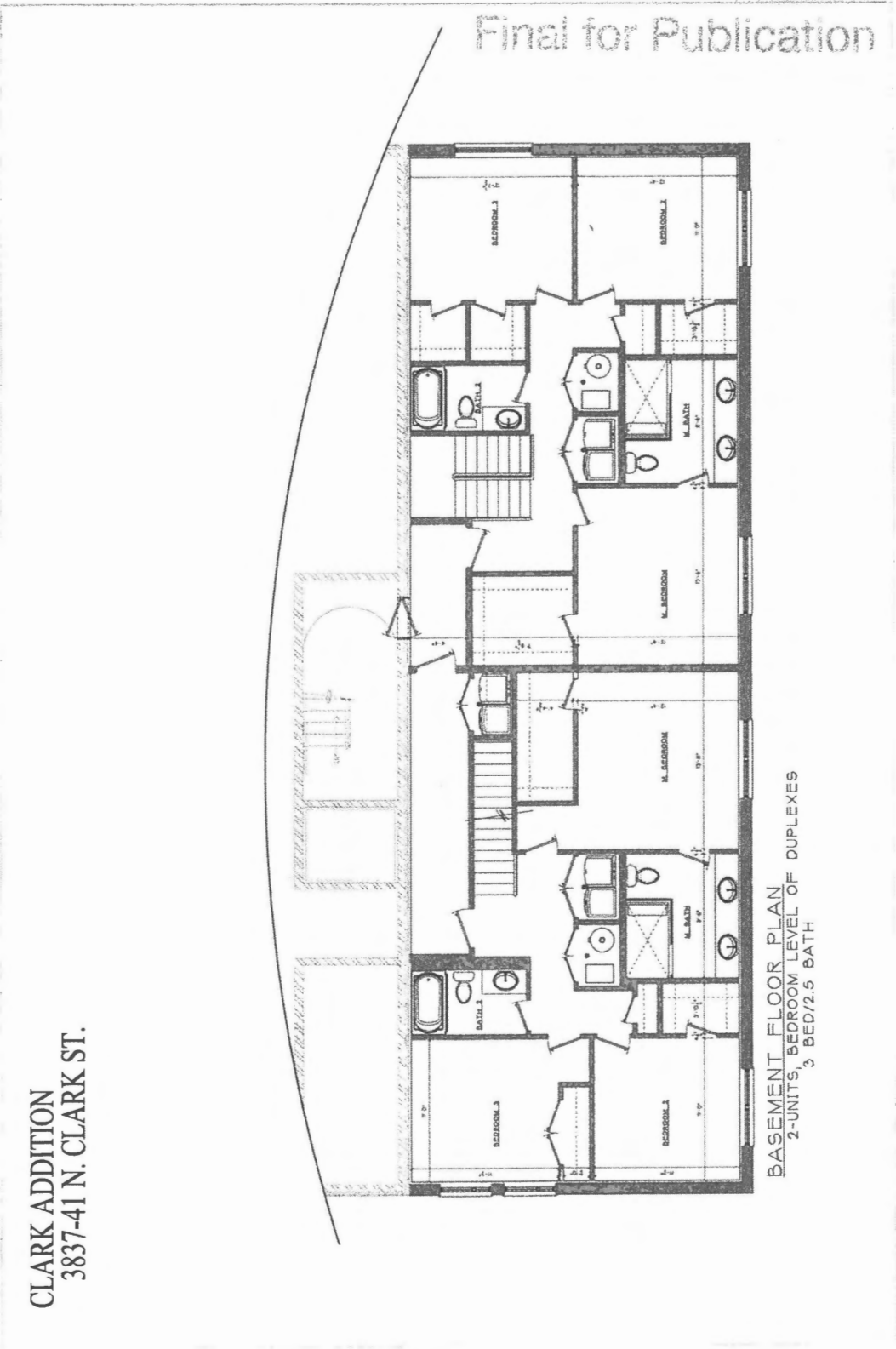
NORTH CLARK STREET  
TWO DIRECTION TRAFFIC

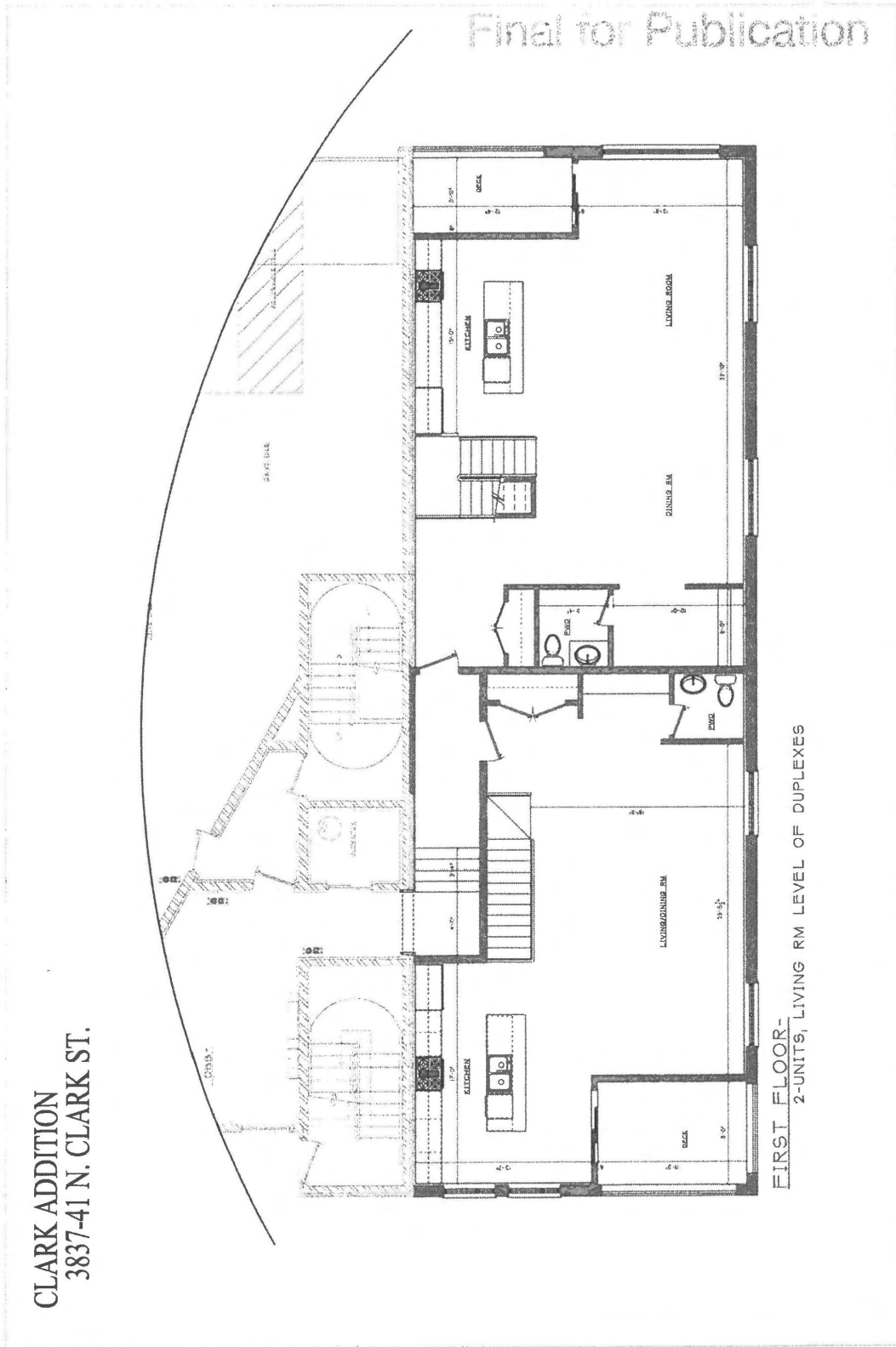


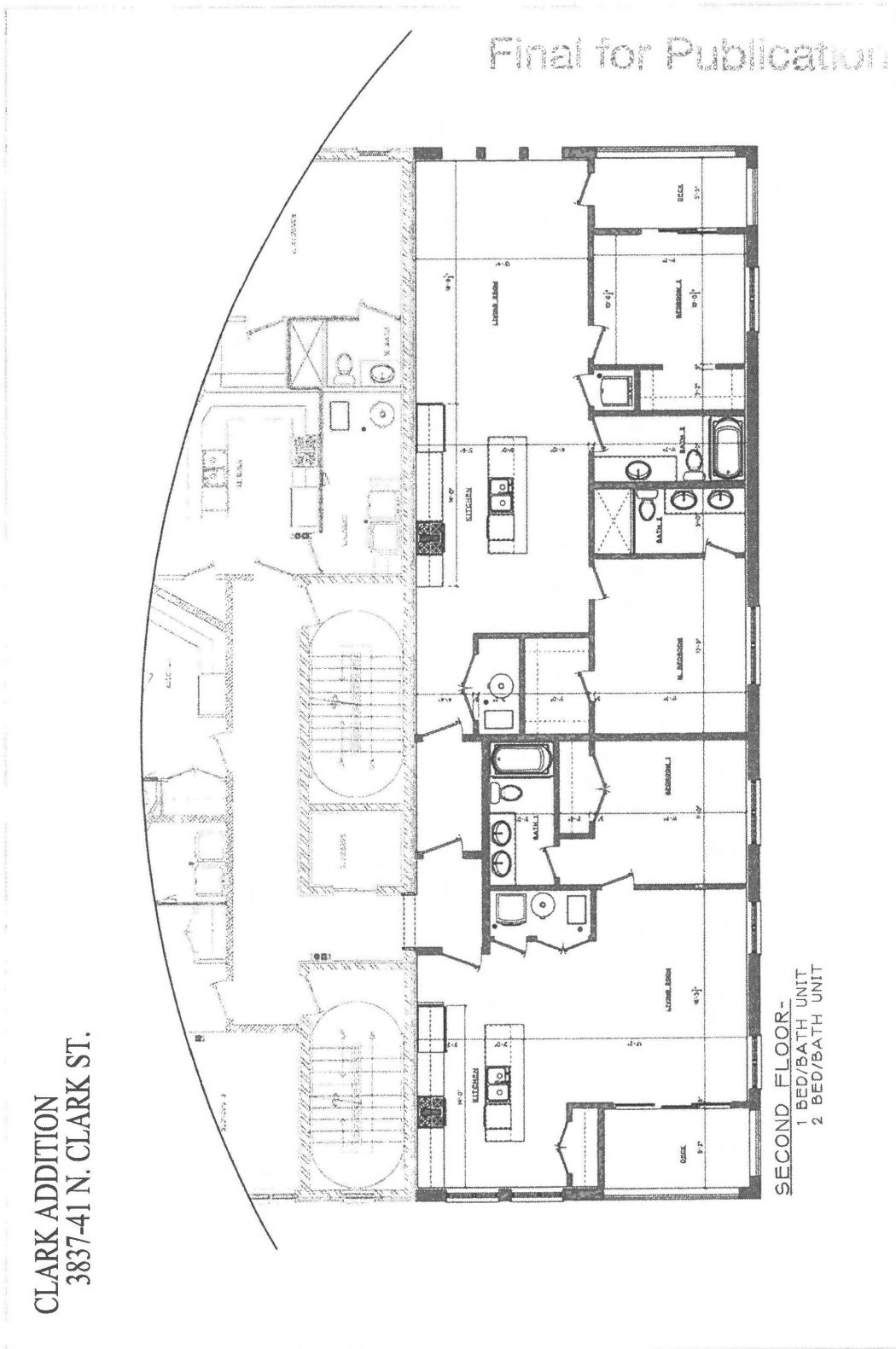
CLARK ADDITION  
3837-41 N. CLARK ST.

Final for Publication

ZONING SET BACK INFORMATION				ZONING INFORMATION			
SET BACK LOCATION	CODE DESCRIPTION	REQUIRED	ACTUAL	ZONING REQUEST:	400 SQ. FT./ UNIT	NUMBER OF UNITS	ADDITIONAL UNITS:
FRONT YARD SETBACK REQUIREMENT:	NO FRONT SETBACK	0'-0"	0'-0"	B2-3	SEE PLAN	-	9
SIDE YARD SETBACK REQUIREMENT:	NO SIDE SETBACK	0'-0"	0'-0"	LOT DIMENSIONS:	8,071.3 SQ. FT.	X 3.0 MAXIMUM BUILD ABLE SQUARE FOOTAGE:	24,213
REAR YARD SETBACK REQUIREMENT:	30'-0" TO RES. TO BOTTOM OF FLAT ROOF	30'-0"	19'-0" (RELIEF)	LOT AREA:			23,300
MAXIMUM MEAN HEIGHT ALLOWED:		50'-0"	46'-0" MAX				
REAR YARD OPEN SPACE REQUIREMENT							
OPEN SPACE REQUIREMENT:	CODE DESCRIPTION	REQUIRED	ACTUAL				
	NONE REQUIRED	NONE	NONE				

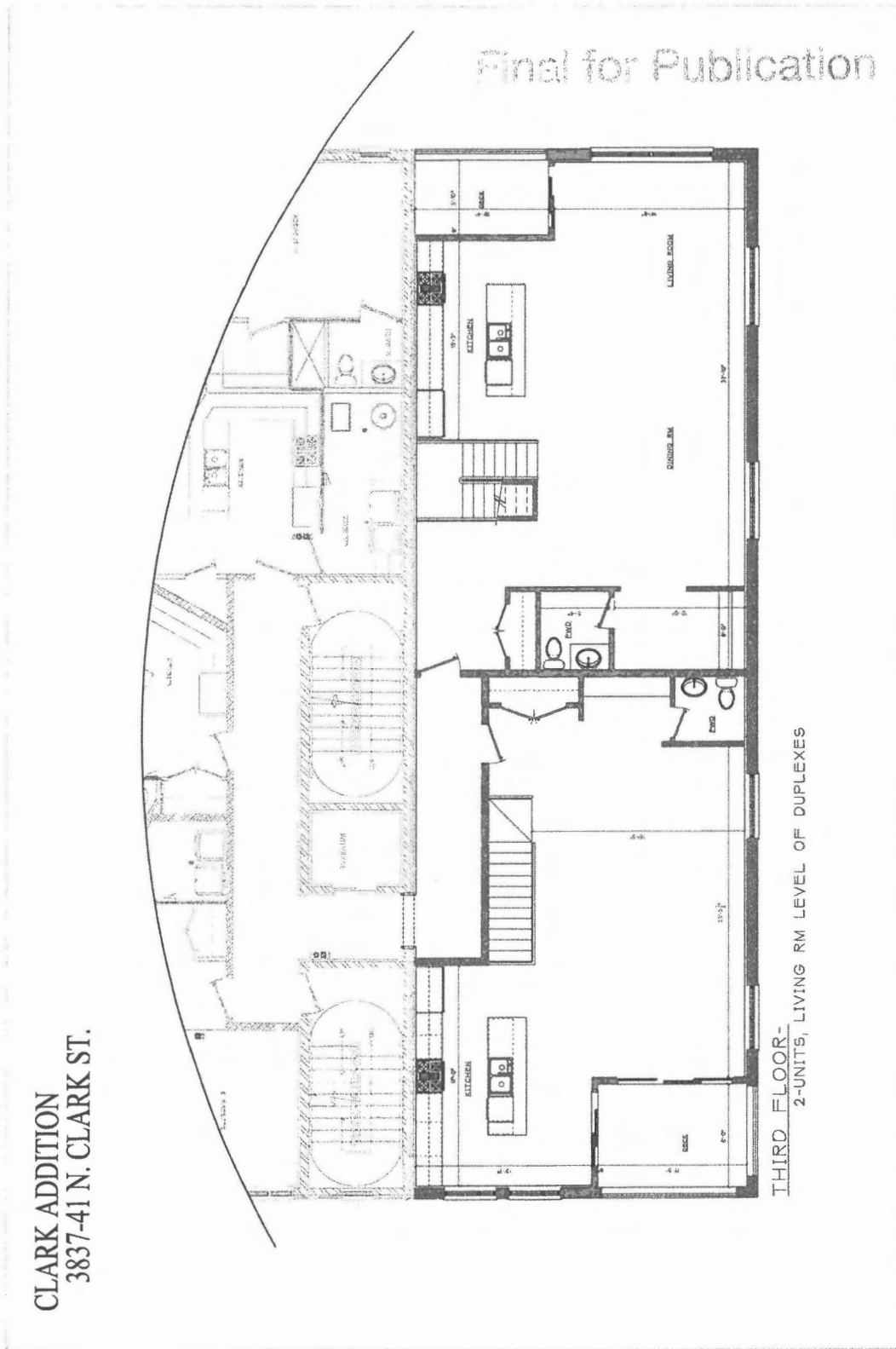


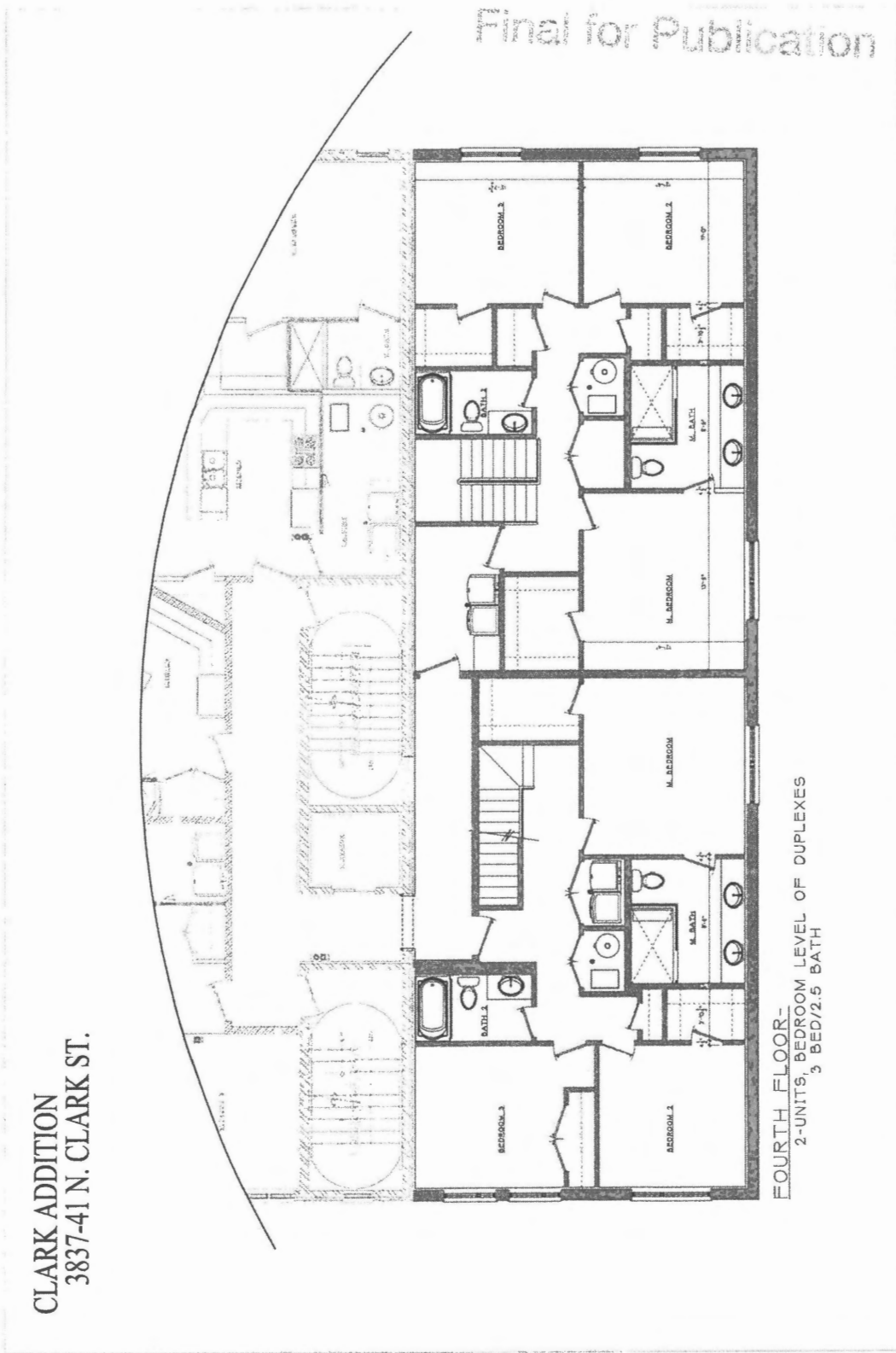




CLARK ADDITION  
3837-41 N. CLARK ST.

SECOND FLOOR -  
1 BED/BATH UNIT  
2 BED/BATH UNIT





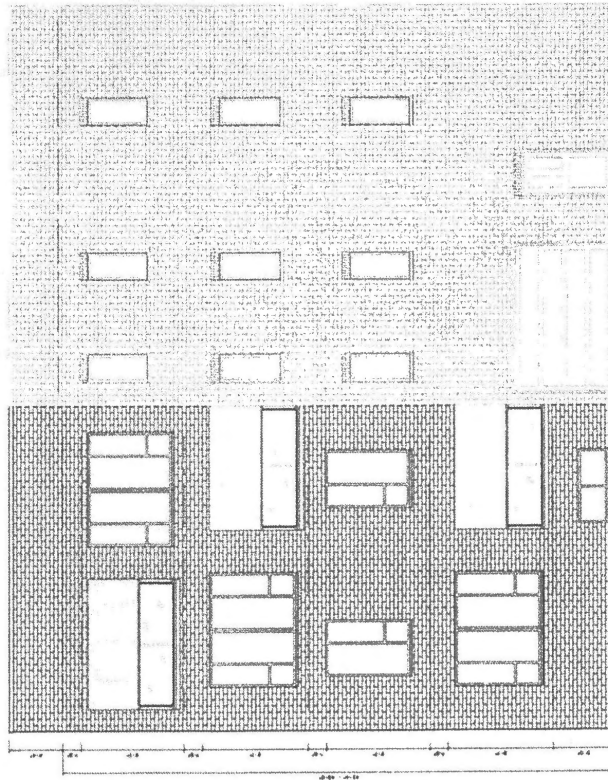
CLARK ADDITION  
3837-41 N. CLARK ST.

FOURTH FLOOR -  
2-UNITS, BEDROOM LEVEL OF DUPLEXES  
3 BED/2.5 BATH

Final for Publication

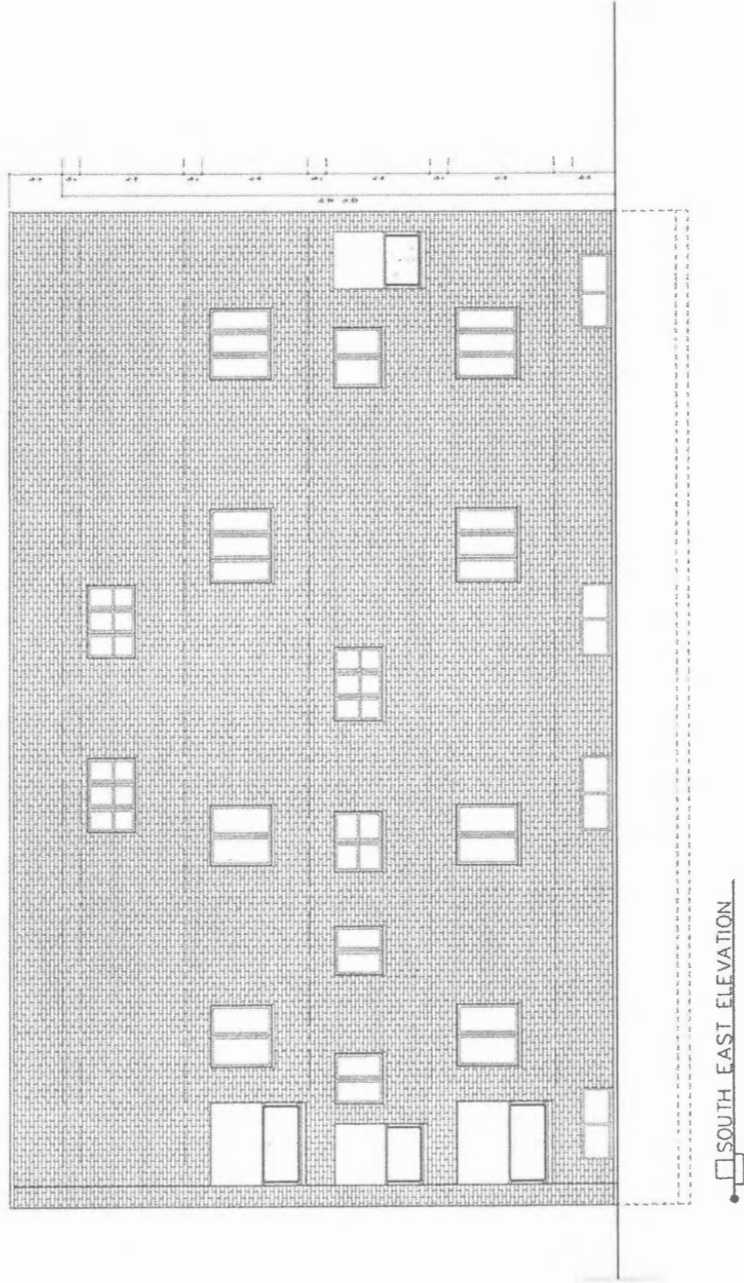
Final for Publication 1

CLARK ADDITION  
3837-41 N. CLARK ST.



CLARK ADDITION  
3837-41 N. CLARK ST.  
NORTH EAST ELEVATION

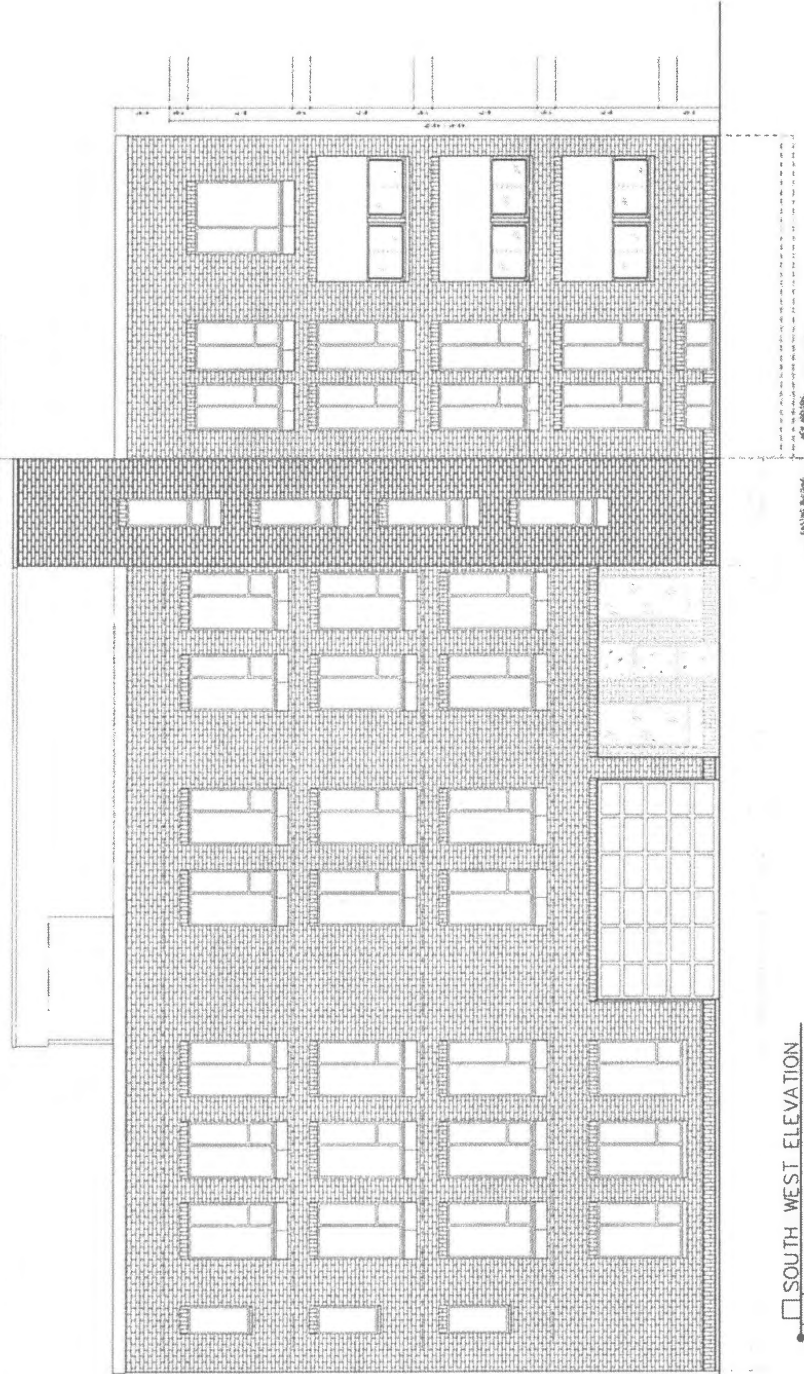
CLARK ADDITION  
3837-41 N. CLARK ST.



• □ SOUTH EAST ELEVATION

Final for Publication

CLARK ADDITION  
3837-41 N. CLARK ST.



□ SOUTH WEST ELEVATION

*Reclassification Of Area Shown On Map No. 9-J.*

(Application No. 22334T1)

(Common Address: 3339 N. Ridgeway Ave.)

[O2024-0007099]

*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 as shown on Map Number 9-J in the area bounded by:

a line 174.00 feet south of and parallel to West Roscoe Street; the public alley next east of and parallel to North Ridgeway Avenue; a line 224.00 feet south of and parallel to West Roscoe Street; and North Ridgeway Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Basement, First and Second Floor Plans; Roof Plan;  
and Adjacent Properties, Streetscape, Left, Right, Front  
and Rear Building Elevations attached to  
this ordinance printed on pages 9785  
through 9789 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

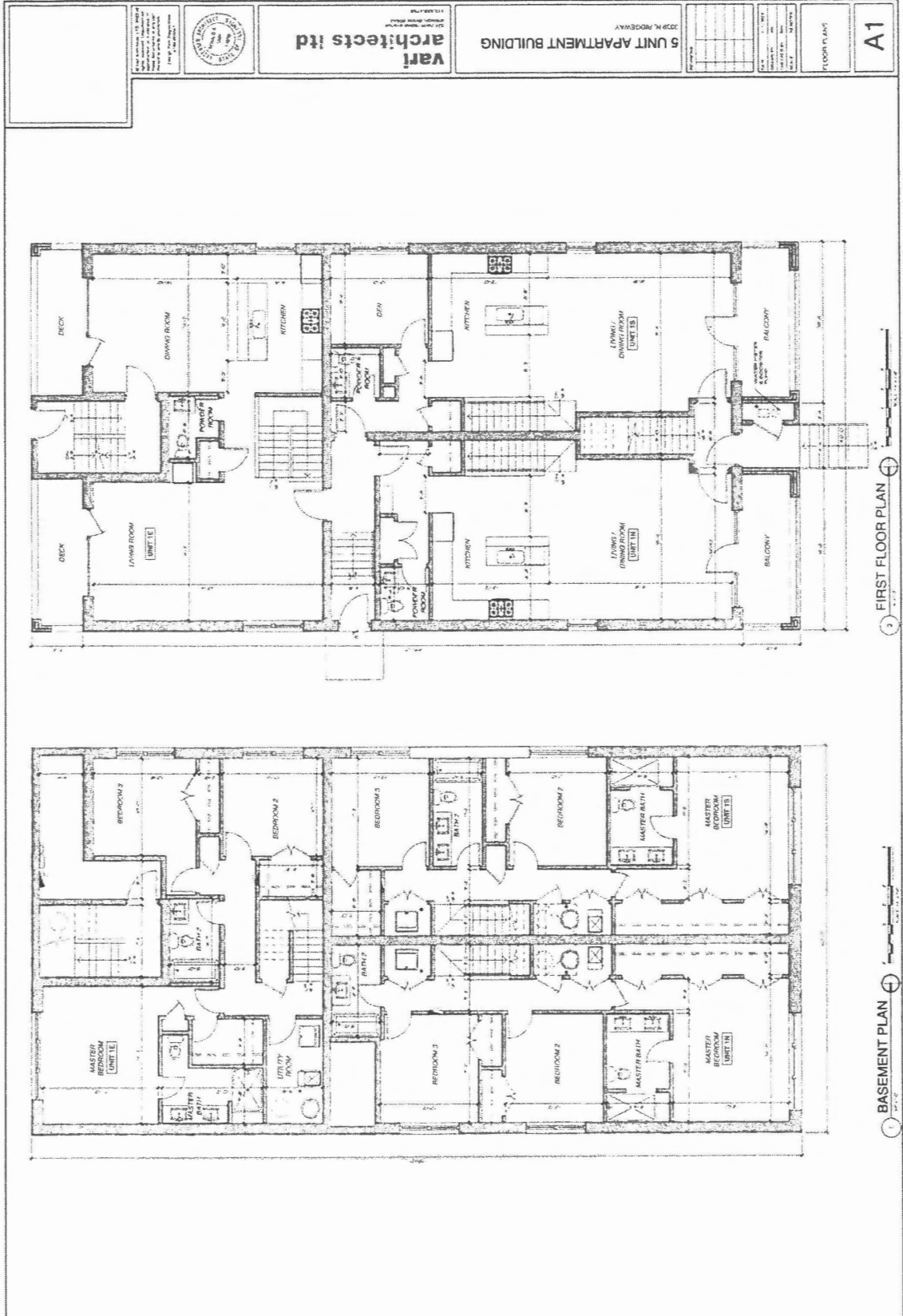
**A NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR  
3339 NORTH RIDGEWAY AVE., CHICAGO**

The subject property is currently improved with a 3-story residential building with 3 dwelling units, which the Applicant proposes to demolish. The Applicant needs a zoning change to comply with the use table and the standards and the bulk and density requirements of the RT3.5 District to redevelop this property with a new 2-story residential building with 5 dwelling units and with 5 parking spaces.

Project Description:	Zoning Change from an RS3 Residential Single-Unit (Detached House) District to an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.
Use:	Residential Building with 5 dwelling units
Lot Area:	6,270.50 SF (recorded measurements)
Floor Area Ratio:	0.91
Floor Area:	5,678 SF
Density:	1,254 Square Feet per DU Unit
Off- Street parking:	Parking spaces: 5
Setbacks:	Front: 8'-9" Side Setbacks: south: 6' and north 4' Rear: 37'-8" Rear Yard Open Space: 532 SF
Building Height:	25 Feet 2 Inches



PAVILION FOR RELOCATION

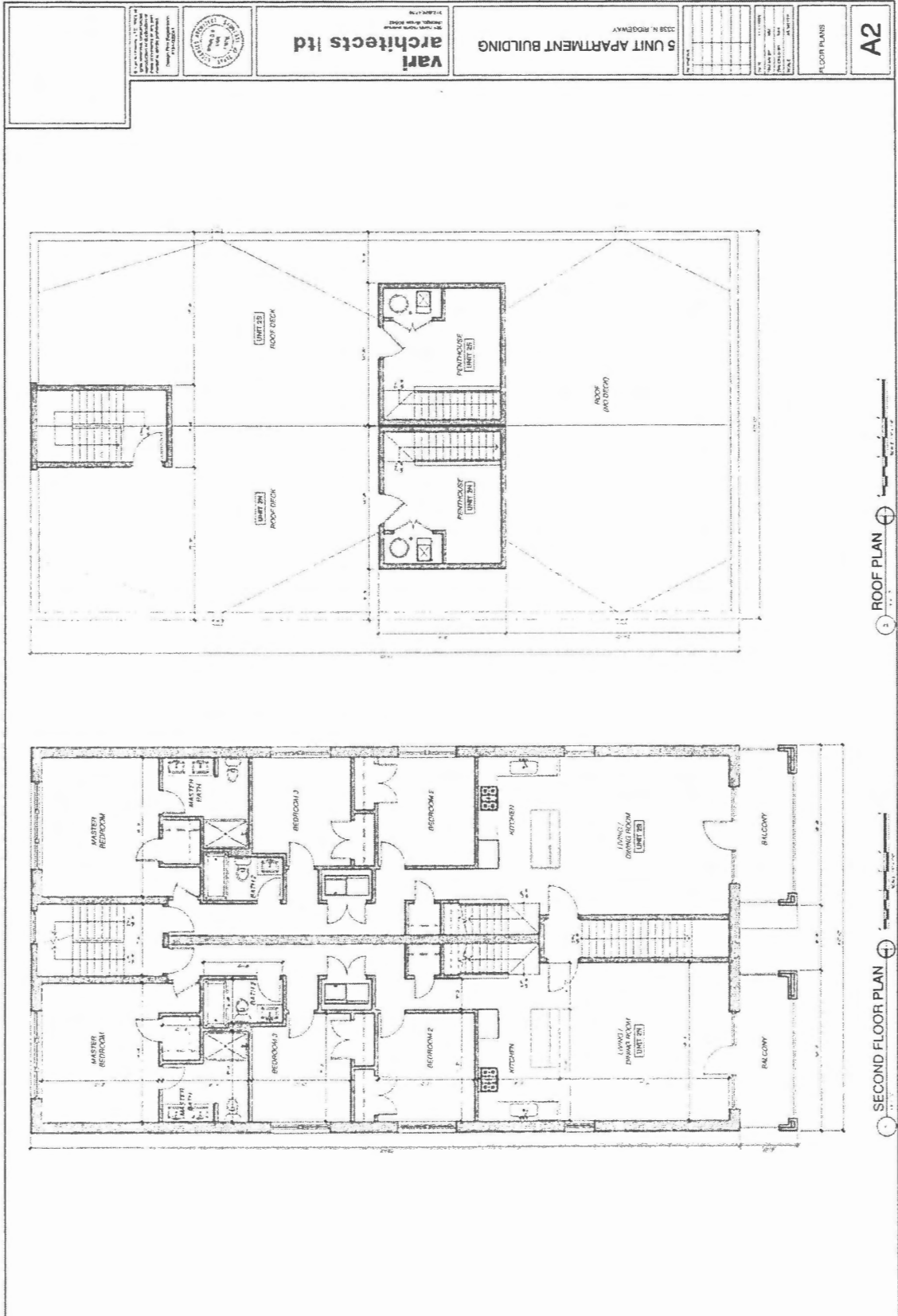


	<b>Vari architects ltd</b> 1118 N. LAUREL ST. CHICAGO, IL 60610 TEL: 312.467.1111 WWW.VARIARCHITECTS.COM	5 UNIT APARTMENT BUILDING 3032 N. ROOSEVELT	<table border="1"> <tr><th>NO.</th><th>DATE</th><th>REVISION</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	REVISION										FLOOR PLAN <b>A1</b>
				NO.	DATE	REVISION										
1118 N. LAUREL ST. CHICAGO, IL 60610 TEL: 312.467.1111 WWW.VARIARCHITECTS.COM																

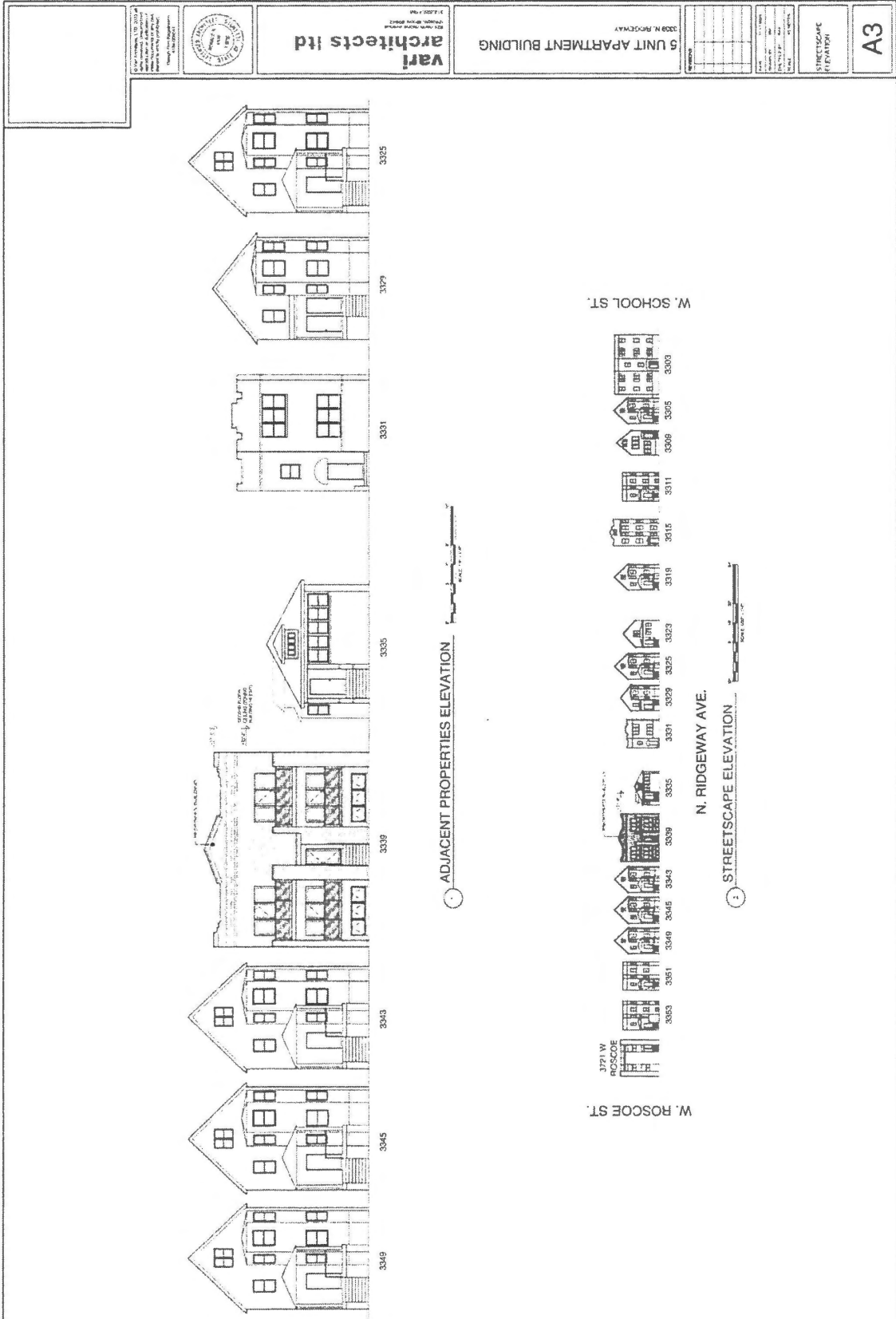
FIRST FLOOR PLAN

BASEMENT PLAN

ASAC FOR PUBLICATION



100% FOR ELEVATION



1000 TORRENT


**5 UNIT APARTMENT BUILDING**  
3333 N. RIDGEWAY

**varti architects ltd**  
1100 14th Ave S, Suite 100, Phoenix, AZ 85026  
Tel: 602.498.8888  
www.varti.com

**A4**  
EXTERIOR ELEVATIONS

*Reclassification Of Area Shown On Map No. 9-L.*  
(Application No. 22346T1)  
(Common Address: 5416 -- 5424 W. Belmont Ave.)

[O2024-0007277]

*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 9-L in the area bounded by:

the public alley next north of and parallel to West Belmont Avenue; a line 150.62 feet west of and parallel to North Long Avenue; West Belmont Avenue; and a line 250.62 feet west of and parallel to North Long 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.

[Site Plan; 1<sup>st</sup> Floor Plan; Proposed 2<sup>nd</sup> and 3<sup>rd</sup> Floor Plans; Proposed Roof Plan; Proposed East and West Building Elevations; and Plat of Survey attached to this ordinance printed on pages 9792 through 9799 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  
5416 – 24 West Belmont Avenue

The Project

The property is improved with a three-story residential building with a ground floor containing 5,097.7 square feet of ground floor commercial space and one residential dwelling unit and with upper floors containing a total of twelve dwelling units. There are thirteen parking spaces on the property. The Applicant seeks to rezone the property to convert 1,962.2 square feet of commercial space with two ADA residential dwelling units for a total of 3,136.50 square feet of ground floor commercial space and fifteen residential dwelling units. Parking will remain at thirteen spaces. No additions are proposed to the building and the height is and will remain at 37.75 feet.

The subject property is located in area along Belmont Avenue that contains commercial and mixed-use buildings ranging in height from one to three stories. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from the property's current B2-3 Neighborhood Mixed-Use District under a Type I Map Amendment approved on October 14, 2021, to a new B2-3 Neighborhood Mixed-Use District under a new Type I Map Amendment that will allow the addition of two ADA residential dwelling units on the ground floor. No other changes are proposed to the project. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it is located on Belmont Avenue that is served by the CTA Route 77 bus.

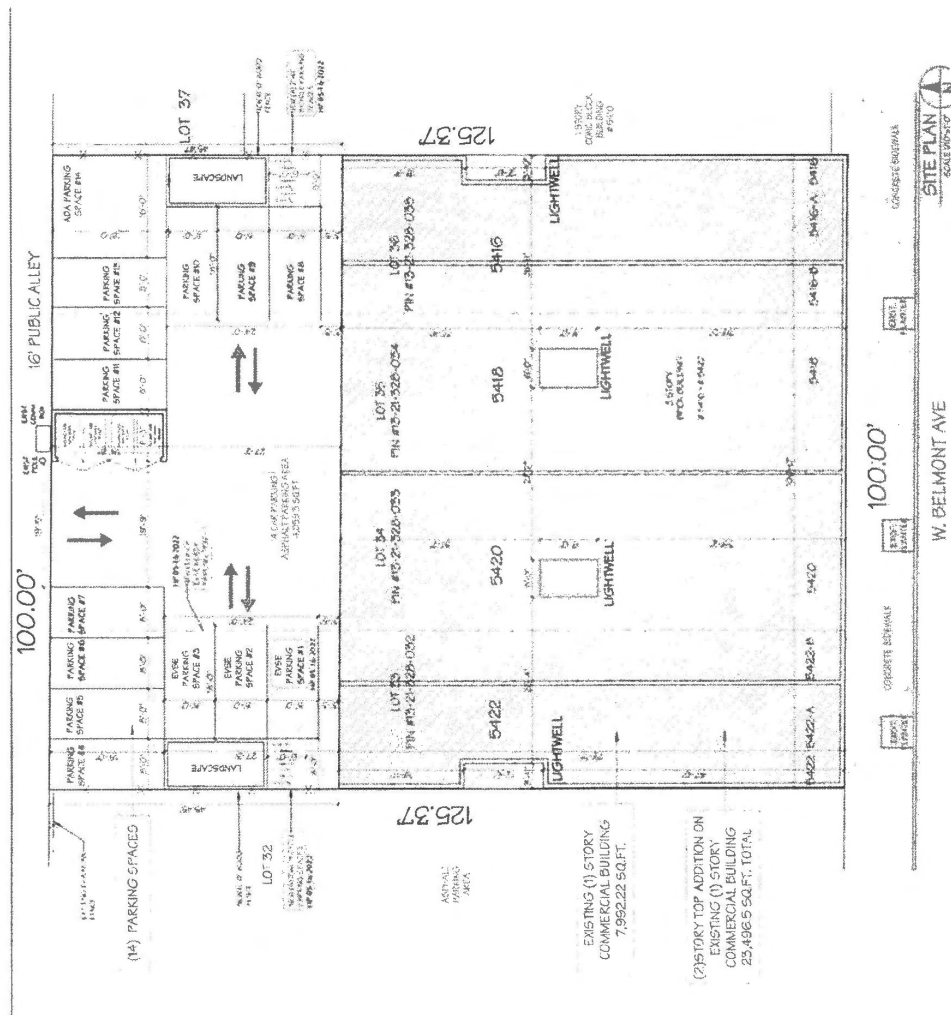
The following are the relevant zoning parameters for the proposed project:

Lot Area:	12,538 square feet								
Maximum FAR:	2.01								
Residential Dwelling Units:	15								
MLA Density:	835.87 square feet								
Height (existing):	37.75 feet								
Bicycle Parking:	4 spaces								
Automobile Parking:	13 spaces*								
Setbacks:**	<table border="0"> <tr> <td>Front (Belmont Avenue):</td> <td>0.00 feet (existing)</td> </tr> <tr> <td>East Side:</td> <td>0.00 feet (existing)</td> </tr> <tr> <td>West Side:</td> <td>0.00 feet (existing)</td> </tr> <tr> <td>Rear (Alley):</td> <td>45.45 feet (existing)</td> </tr> </table>	Front (Belmont Avenue):	0.00 feet (existing)	East Side:	0.00 feet (existing)	West Side:	0.00 feet (existing)	Rear (Alley):	45.45 feet (existing)
Front (Belmont Avenue):	0.00 feet (existing)								
East Side:	0.00 feet (existing)								
West Side:	0.00 feet (existing)								
Rear (Alley):	45.45 feet (existing)								

A set of plans is attached

\*The property is a Transit Served Location because it fronts on the West Belmont Avenue that is served by the CTA Route 77 bus. The thirteen parking spaces are existing and no additional parking will be under this proposal.

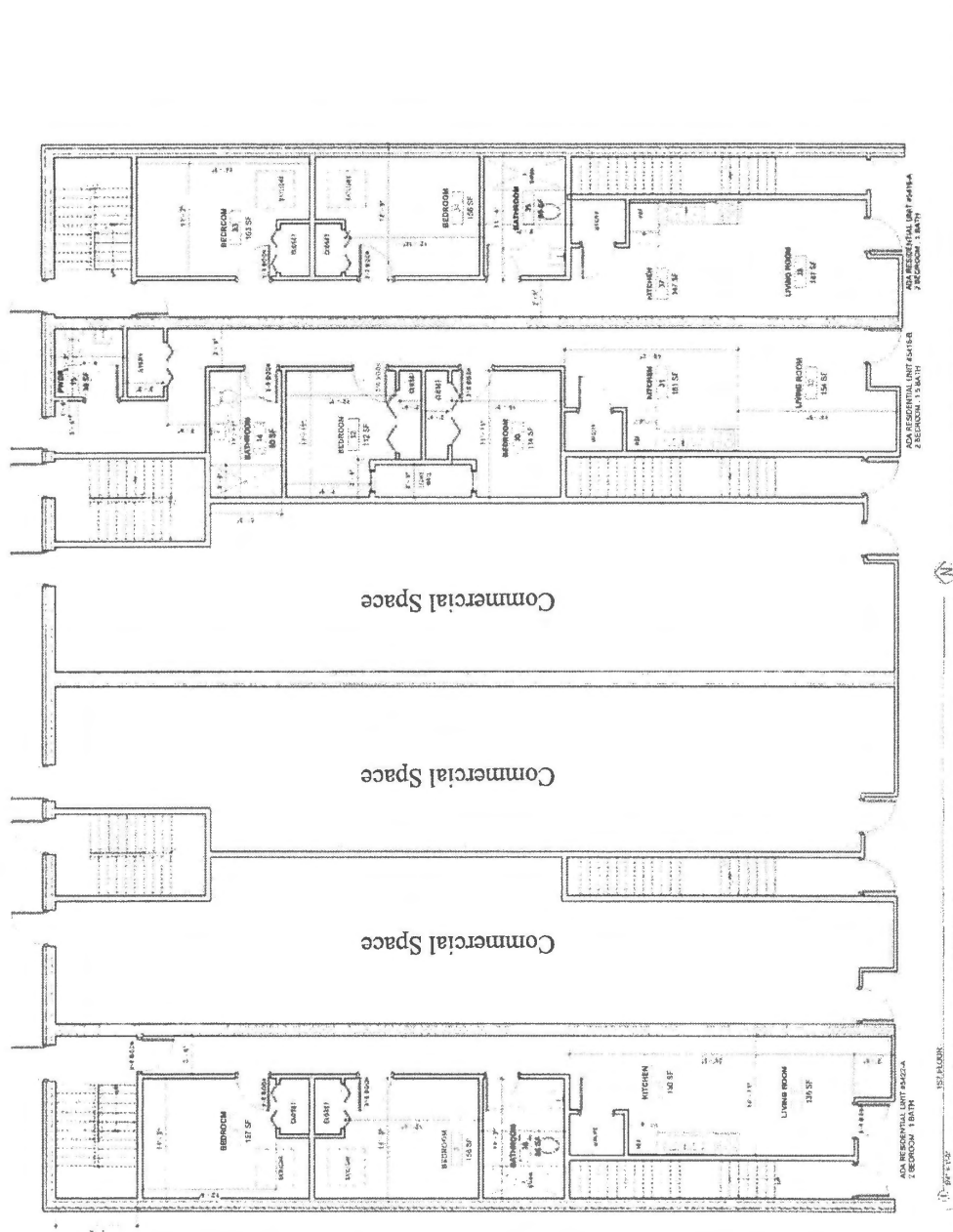
Final for Publication



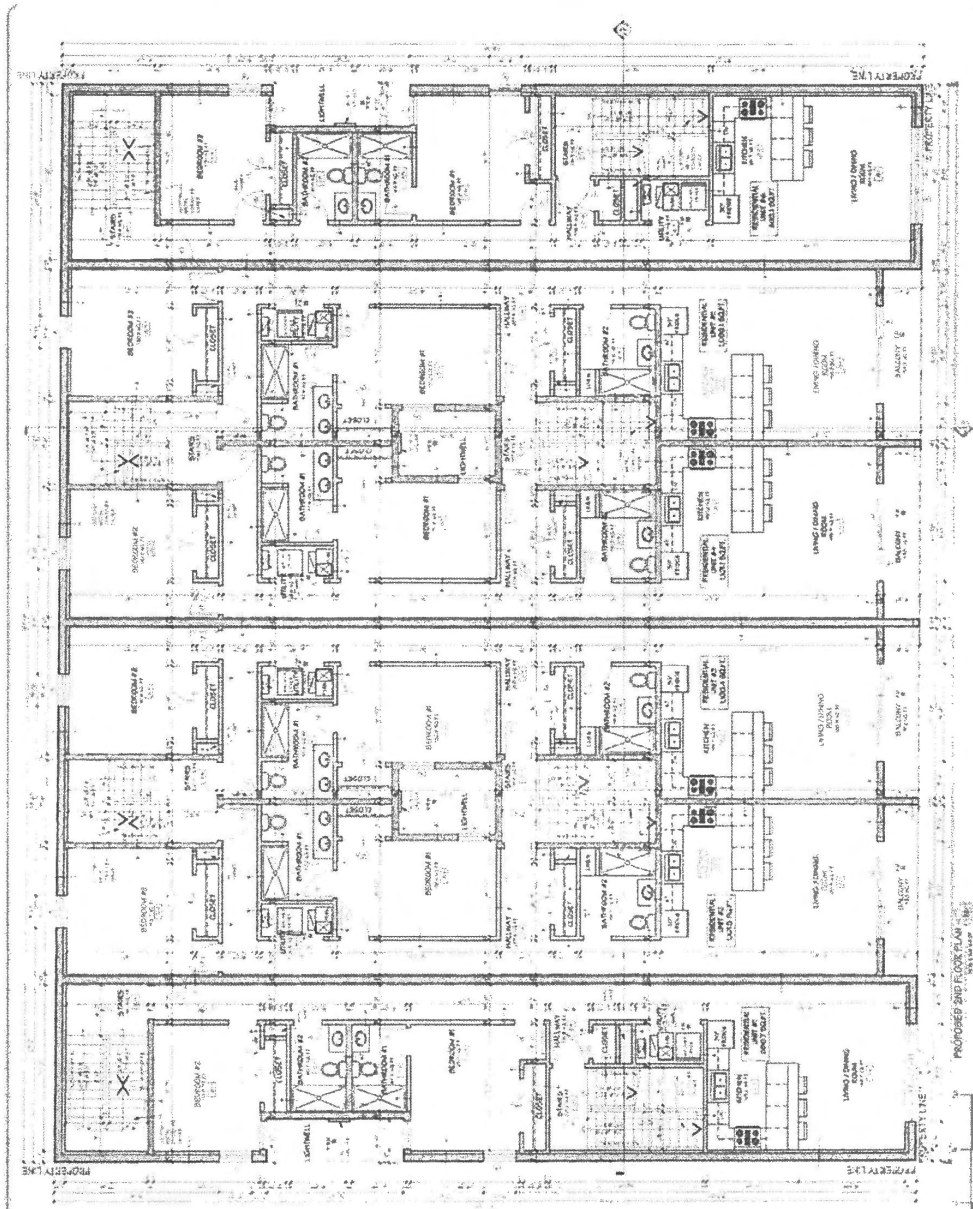
EXISTING (1) STORY  
COMMERCIAL BUILDING  
7,992.22 SQ.FT.

(2) DRY TOP ADDITION ON  
EXISTING (1) STORY  
COMMERCIAL BUILDING  
22,496.5 SQ.FT. TOTAL

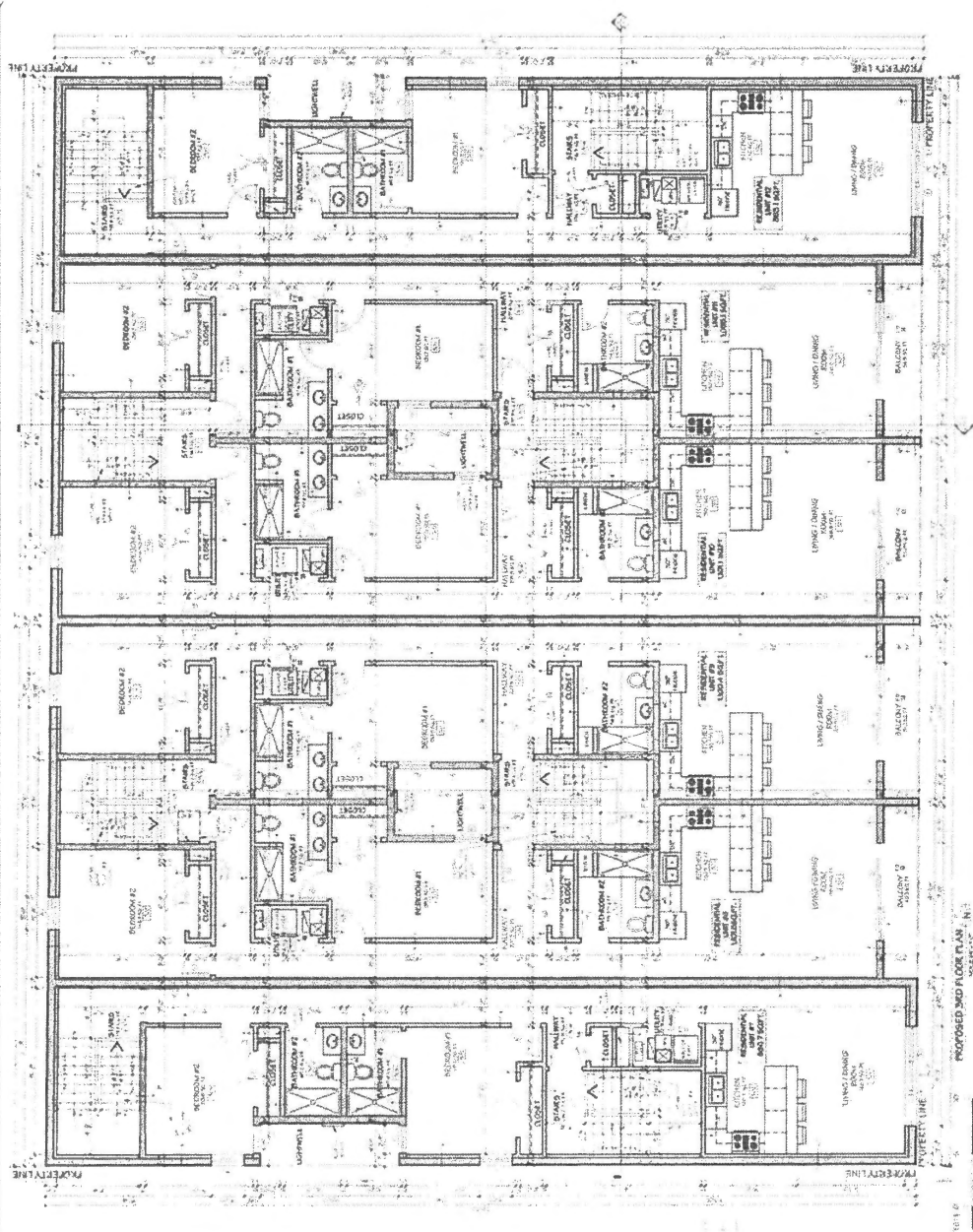
Not for Publication

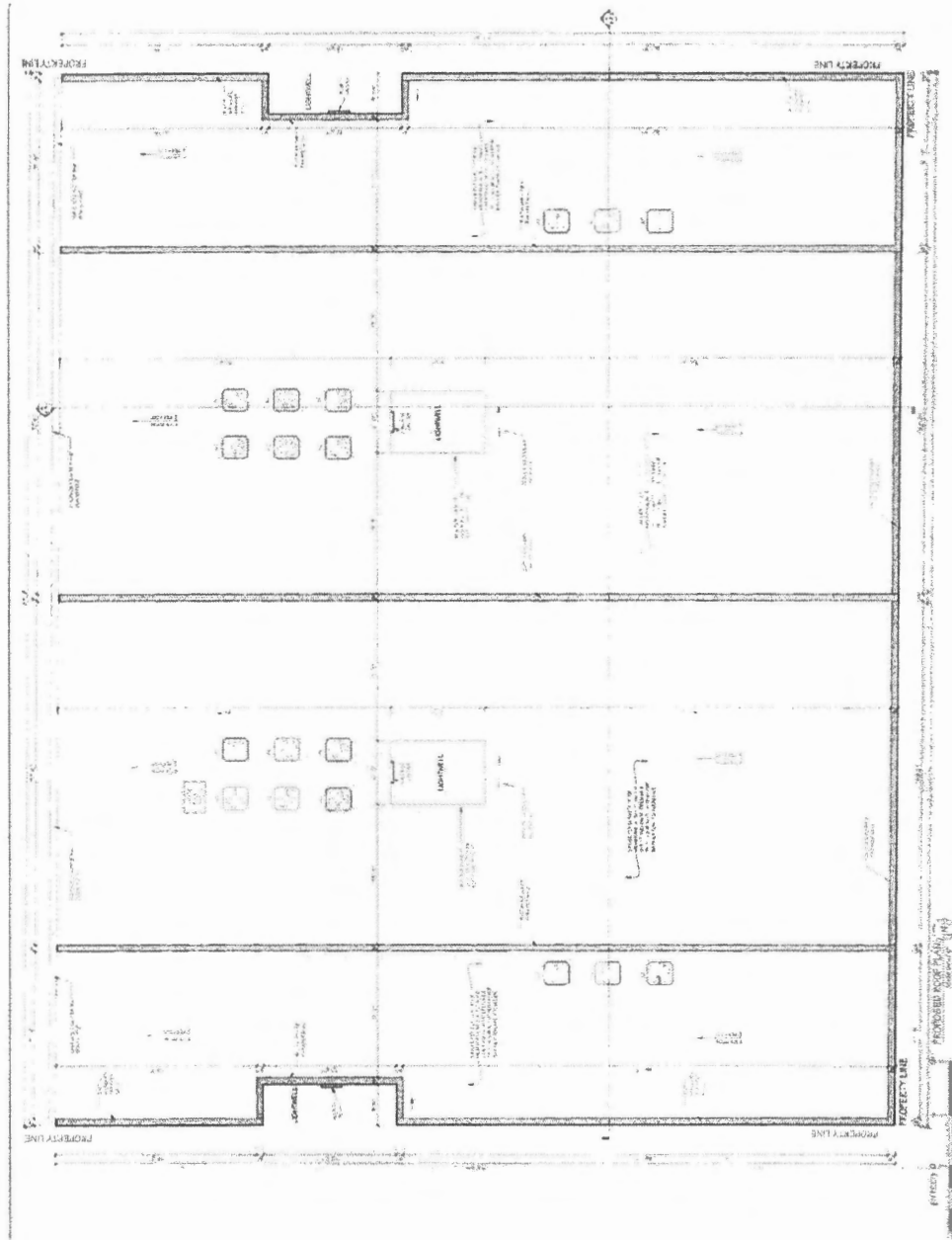


Final for Publication

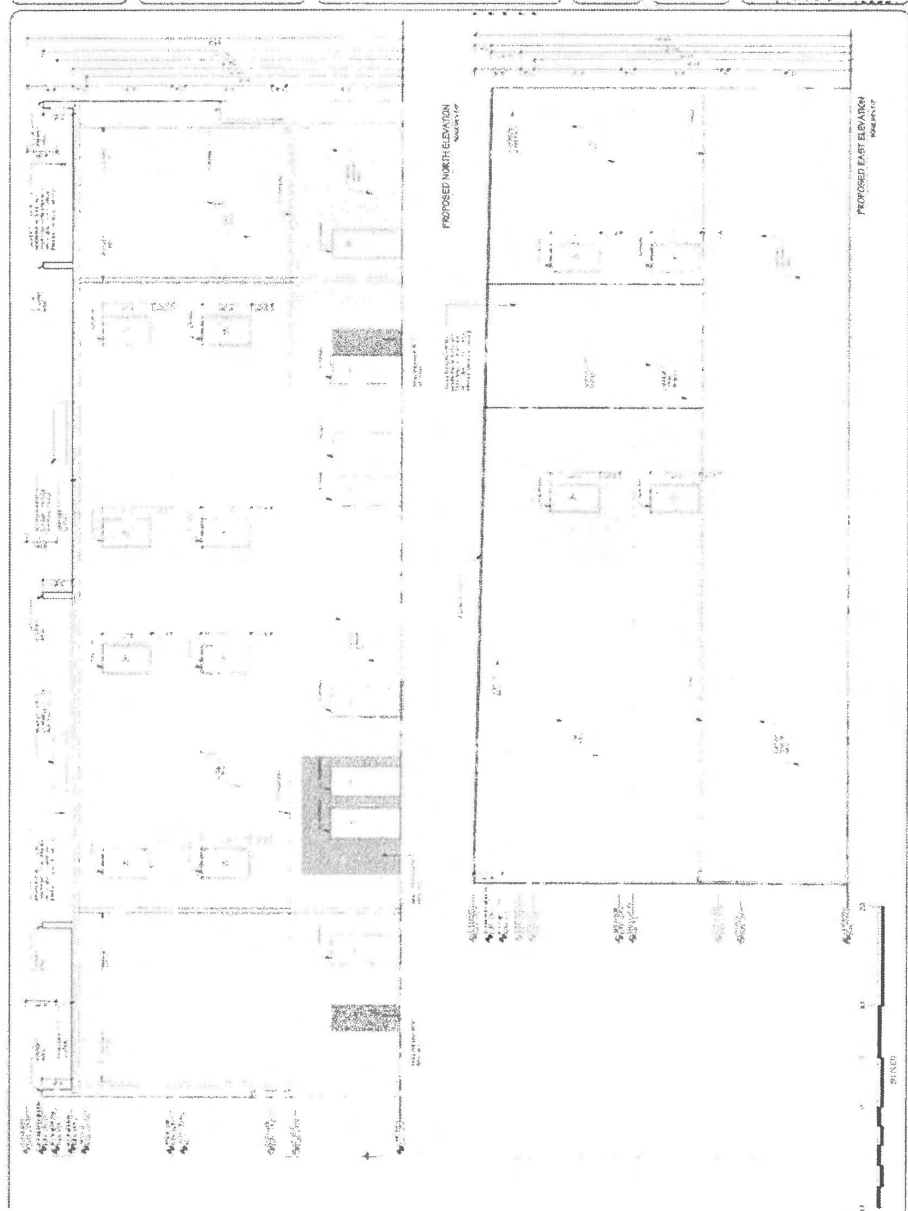


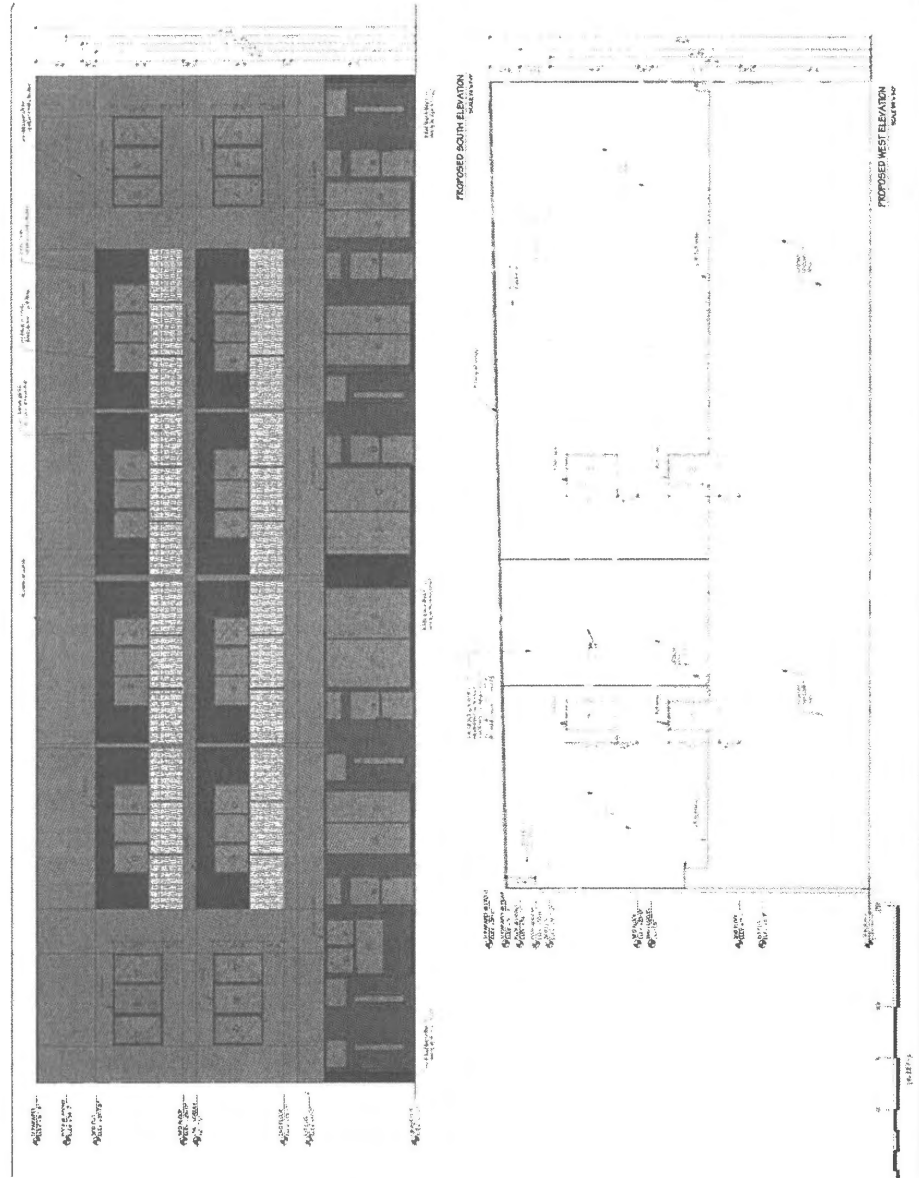
Final for Publication





Final for Publication





Final for Publication

UNITED SURVEY SERVICE, LLC  
CONSTRUCTION AND LAND SURVEYORS  
7710 CENTRAL AVENUE, RIVER FOREST, IL 60395  
TEL: 815-398-8887  
WWW.USURVEY.COM  
EMAIL: USURVEY@USANDCS.COM

PLAT OF SURVEY

LOTS 33, 34, 35, 38 IN BLOCK TEN (10) IN FRED BUCKS PORTAGE PARK  
SUBDIVISION IN THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4)  
OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

KNOWN AS: 5418 - 5422 W. BELMONT AVENUE, CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS:

- 13 - 21 - 328 - 032 - 0000
- 13 - 21 - 328 - 033 - 0000
- 13 - 21 - 328 - 034 - 0000
- 13 - 21 - 328 - 035 - 0000

STATE OF ILLINOIS ) S.S  
COUNTY OF COOK )

I, ROY G. LAWNYCZAK, DO HEREBY CERTIFY THAT I HAVE  
SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE  
PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF  
SAID SURVEY.

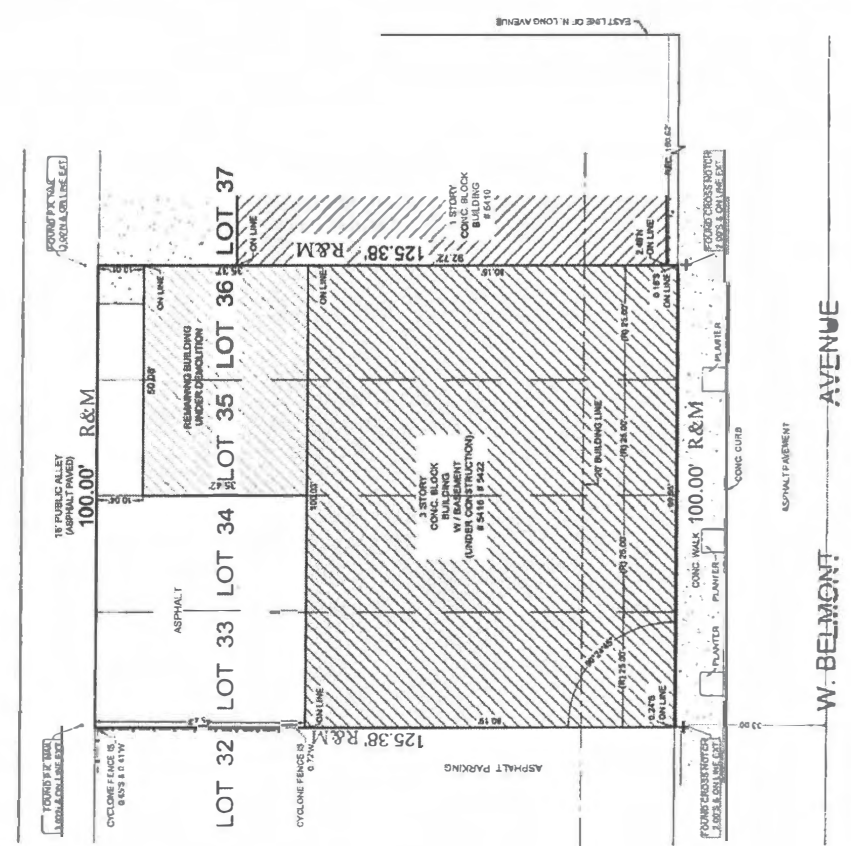
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE  
CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY  
MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT  
ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, OCTOBER 27, A.D. 2023.

BY: *Roy G. Lawnczak*  
ROY G. LAWNYCZAK, ILLINOIS LAND SURVEYOR NO. 35-2390  
LICENSE EXPIRES: NOVEMBER 30, 2024  
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004578  
LICENSE EXPIRES: APRIL 30, 2025



W. BELMONT AVENUE

8 FT. 0 IN. W. SIDEWALK DEDICATED  
AS 10 FT. PUBLIC STREET PURPOSES



ORDERED BY:	KANTER, LLC		
SCALE:	1" = 15'		
DATE:	MAY 27, 2020	10/27/23	UPDATED
FILE NO.:	2020 - 27563	06/21/24	UPDATED
		DATE	REVISION

*Reclassification Of Area Shown On Map No. 10-I.*

(Application No. 22278)

(Common Address: 3000 -- 3002 W. 41<sup>st</sup> St.)

[O2023-0004801]

*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 10-I in the area bounded by:

the alley next north of and parallel to West 41<sup>st</sup> Street; South Sacramento Avenue; West 41<sup>st</sup> Street; and a line 50.96 feet west of and parallel to South Sacramento 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. 11-L.*

(Application No. 22339)

(Common Address: 5123 W. Montrose Ave.)

[O2024-0007217]

*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 11-L in the area bounded by:

West Montrose Avenue; a line 214.3 feet west of North Milwaukee Avenue, as measured along the south right-of-way line of West Montrose Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 249.3 feet west of North Milwaukee Avenue, as measured along the south right-of-way line of West Montrose Avenue,

to those of a B2-1 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-M.*  
(Application No. 22338)  
(Common Address: 4125 N. Narragansett Ave.)

[O2024-0007199]

*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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-M in the area bounded by:

a line 293.87 feet south of and parallel to West Berteau Avenue; a line 299.49 feet east of and parallel to North Narragansett Avenue; a line 355.87 feet south of and parallel to West Narragansett Avenue; and North Narragansett 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. 12-L.*  
(Application No. 22264)  
(Common Address: 5210 -- 5212 S. Luna Ave.)

[O2023-0004165]

*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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 12-L in the area bounded by:

a line 100.00 feet south of and parallel to West 52<sup>nd</sup> Street; South Luna Avenue; a line 150.00 feet south of and parallel to West 52<sup>nd</sup> Street; and the alley next west of and parallel to South Luna Avenue,

to those of an RS3 Residential Single-Unit (Detached House) 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. 13-I.*

(As Amended)

(Application No. 22321T1)

(Common Address: 5023 -- 5035 N. Lincoln Ave./2441 -- 2453 W. Winnemac Ave.)

[SO2023-0006517]

*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 13-I in the area 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,

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.

[Site Plan; 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Floor Plans; Roof Plan;  
Lincoln Avenue, Winnemac Avenue, South and  
Alley Building Elevations; and Plat of Survey  
attached to this ordinance printed  
on pages 9805 through 9813  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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**SUBSTITUTE NARRATIVE AND PLANS**

TYPE I Rezoning Attachment

5023 – 35 North Lincoln Avenue/2441 – 53 West Winnemac Avenue  
From B2-3 to B2-3

**The Project**

The subject property is vacant. THNS LLC (the “Applicant”) proposes to rezone the subject property to allow for construction of a five-story mixed-use building containing 1,200 sq. ft. of ground floor commercial space, a total of forty-seven residential dwelling units including three work-live units on the ground floor and enclosed parking for fifteen cars. The height of the proposed building will be 75.6 feet.

The subject property is located in a block that is improved with buildings containing residential uses, commercial uses, and mixed-use consisting of ground floor commercial space with residential uses above. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a B2-3 Neighborhood Mixed-Use District to a B2-3 Neighborhood Mixed-Use District, modifying a prior Type I Map Amendment that included the subject property. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it is located on Lincoln Avenue (Route 11), 406 feet from Western Avenue (Routes 49, X49 & 49B) and is located 2,385 feet from CTA Brown Line Western Avenue Station entrance. As the proposed development will provide 100% of the required ARO units on-site, this change of zoning classification is being sought through the Type I rezoning process of Section 17-13-0302-A of the Zoning Ordinance in order to qualify for reduction in the minimum lot area per unit (“MLA”) under Section 17-3-0402-B of the Zoning Ordinance, increased FAR under Section 17-3-0403-B of the Zoning Ordinance and increase height under Section 17-3-0408-B of the Zoning Ordinance. In addition, under Section 17-13-03030-D governing Optional Administrative Adjustments and Variations, the Type I Map Amendment includes the following Variations: 1) a Variation reducing the required rear yard from 30.0 feet to 5.0 feet under Section 17-13-1101-B; 2) a Variation as authorized under Section 17-13-1003-P allowing portions of the front façade along Winnemac Avenue to be setback more than 5.0 feet from the property line; 3) a Variation reducing the required parking as authorized in Section 17-13-1003-EE from 47 spaces to 15 spaces under the TSL provisions of the Zoning Ordinance as Western Avenue is a designated bus line corridor under Section 17-10-0102-B and the property is located 452 feet from Western Avenue; 4) a Variation under Section 17-13-1003-Q to reduce the at-grade window transparency requirement along Lincoln Avenue, a Pedestrian Street, from 480.6 sq. ft. to 261.6 sq. ft.; and 5) a Variation to increase under Section 17-13-1003-L the maximum permitted building height from 75.0 feet to 75.6 feet.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	14,793.75 square feet	
Maximum FAR:	4.00**	
Residential Dwelling Units:	47	
MLA Density:	314.76**	
Height (existing):	75.6**	
Bicycle Parking:	1 per DU	
Automobile Parking:	15*	
Setbacks (existing):	Front (Lincoln Avenue):	4 inches
	North Side (Winnemac Avenue):	4 inches

## Final for Publication

South Side:	4 feet 4 inches
Rear (Alley):	5.00 feet at grade
	5.00 feet on residential floors
	(instead of the required 30.00 feet)**

A set of plans is attached.

\*The project will comply with the Transit Served Location provisions of as per section 17-10-0102-B.

\*\* The proposed development will qualify for decreased MLA under Section 17-3-0402-B and increased FAR under Section 17-3-0403-B by providing 100% of the required ARO units on-site. The proposed development will have a reduced rear yard setback on residential floors from 30.00 feet to 5.00 feet.

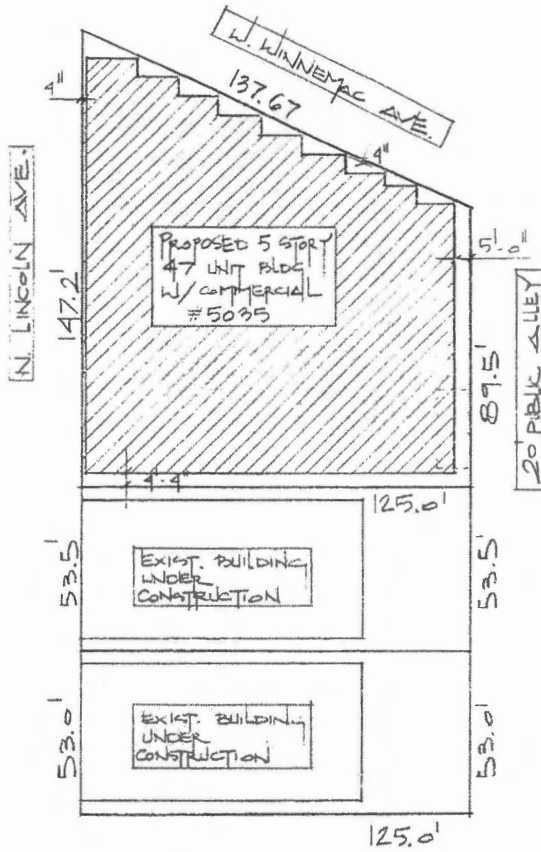
In addition, the development will comply with the provisions of Section 17-3-0308 related to Transit-Served Locations, specifically as follows:

- (1) Compliance with Section 17-10-0102-B because of the property is 406 feet from Western Avenue and 2,385 feet from the CTA Brown Line Western Avenue Station entrance. The proposed development does not include more than 50% of the otherwise required parking;
- (2) Compliance with Section 17-3-0504-B because
  - a. Building Location: The front façade faces Lincoln Avenue and is not setback more than 5 feet from the sidewalk;
  - b. Transparency: At least 60 percent of the combined façade on Lincoln Avenue and Winnemac Avenue between 4 feet and 10 feet will be comprised of clear, non-reflective windows, the bottom of windows will not be more than 4.5 feet above grade of the adjacent sidewalk and the windows will have a minimum height of 4 feet
  - c. Doors and Entrances: The building doors will face Lincoln Avenue and Winnemac Avenue;
  - d. Off-street Parking Requirements for non-residential uses: No parking is required or to be provided for non-residential uses and none is proposed;
  - e. Parking Location: All on-site parking will be enclosed and at grade the Lincoln Avenue façade of the parking area will include a mural; and
  - f. Driveways and Vehicle Access: All access to the parking will be provided from the rear alley.
- (3) Compliance with Transit Friendly Development Guide: Station Area Typology because the property is located in what is designated as a Local Activity Center wherein a various housing type of greater unit density with increased FAR, increased density and decreased parking all as proposed is encouraged;
- (4) Compliance with limit on residential parking because the project will not include more than 50% of the otherwise required parking; and
- (5) The project will comply with any applicable Travel Demand Study and Management Plan rules promulgated by the Chicago Department of Transportation.

**HANNA**  
ARCHITECTS, INC.  
PROFESSIONAL DESIGN FIRM  
ARCHITECT CORPORATION  
LICENSE NUMBER 184 - 001485

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FAX (312) 750-1801  
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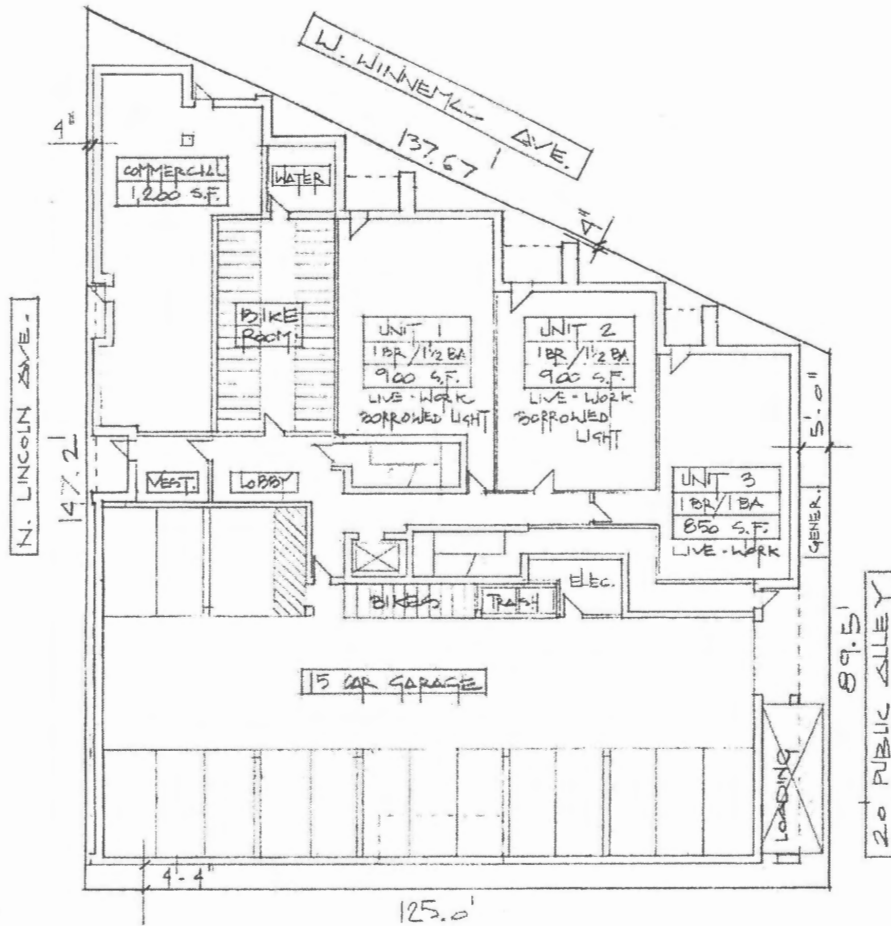
ZONING INFORMATION	
LOT AREA	14,793.75 S.F.
F.A.R.	4.0
MAX. PERMISSIBLE	59,175 S.F.
1 <sup>st</sup> Floor	8,400 S.F.
2 <sup>nd</sup> Floor	12,500 S.F.
3 <sup>rd</sup> Floor	12,500 S.F.
4 <sup>th</sup> Floor	12,500 S.F.
5 <sup>th</sup> Floor	12,500 S.F.
ROOF	700 S.F.
TOTAL	59,100 S.F.

⊗ SITE PLAN  
1/2" = 1'-0"

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1<sup>ST</sup> Floor PLAN 8100 S.F.  
 1/16" = 1'-0"

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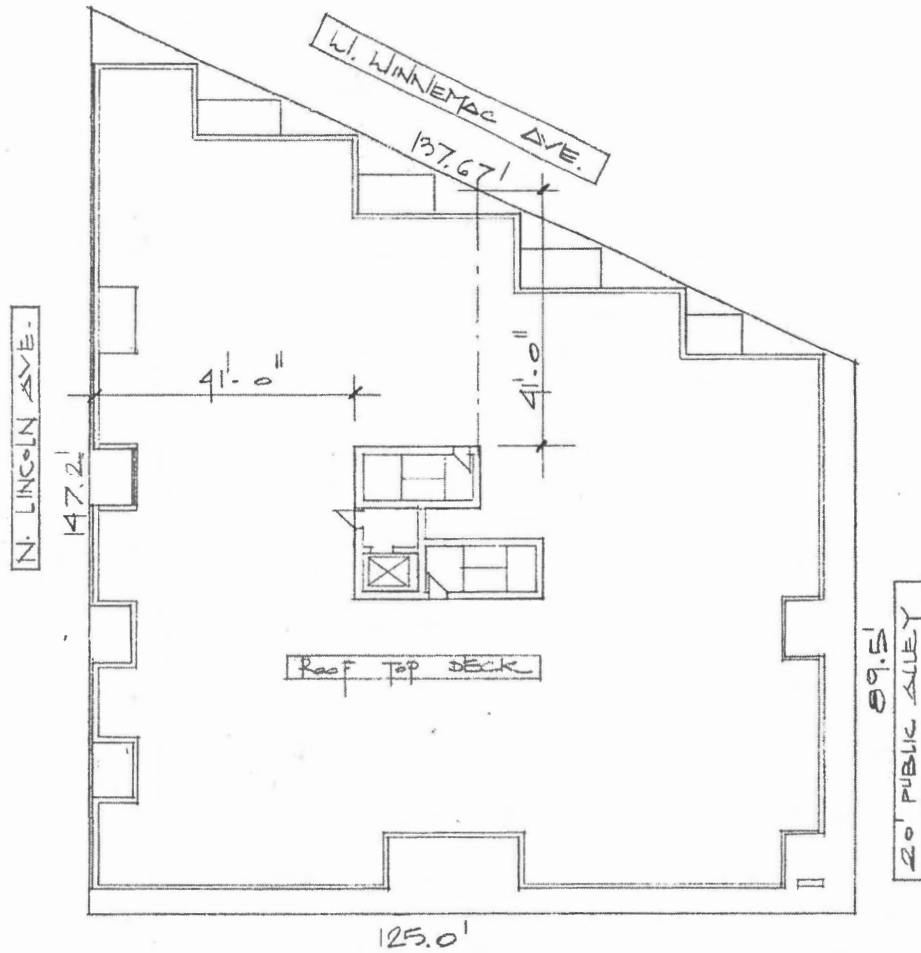


2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> 5<sup>th</sup> FLOOR PLAN 12,500 S.F.  
 1/16" = 1'-0"

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 LICENSE NUMBER 154 - 001485

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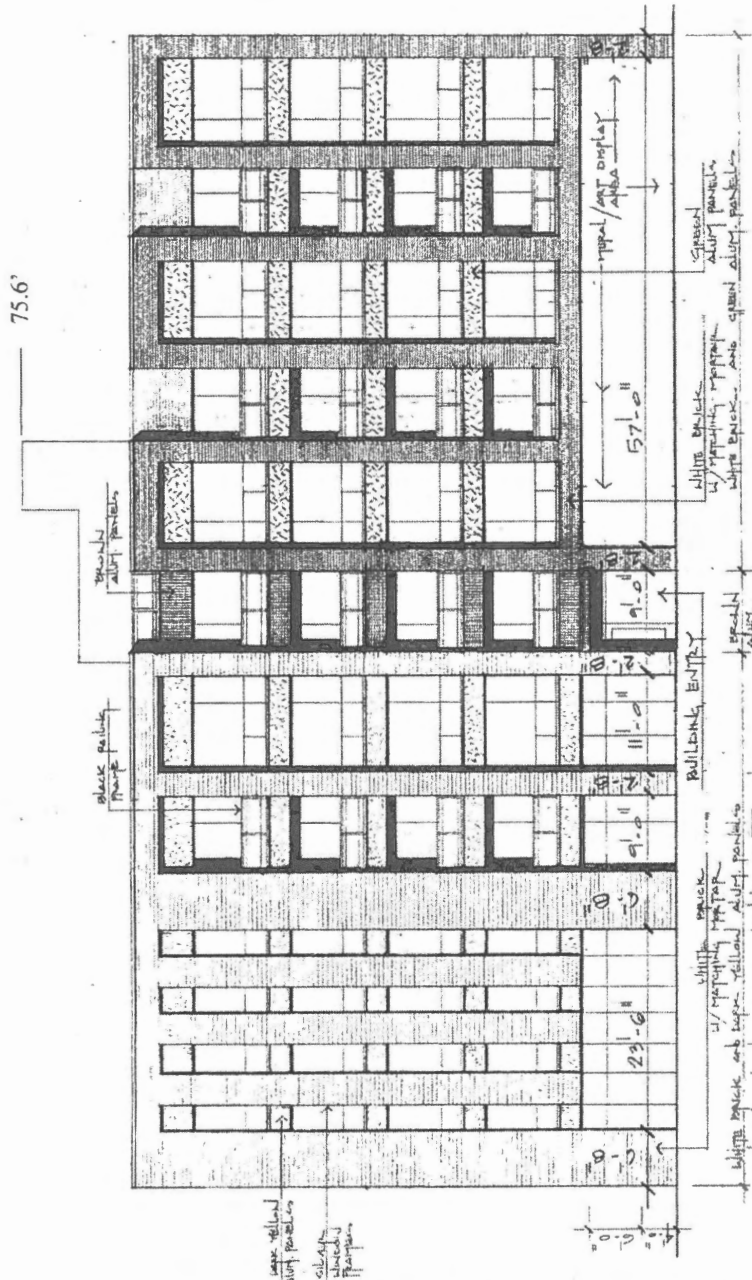


⊗ ROOF PLAN 700 S.F.  
 $\frac{1}{16}'' = 1'-0''$

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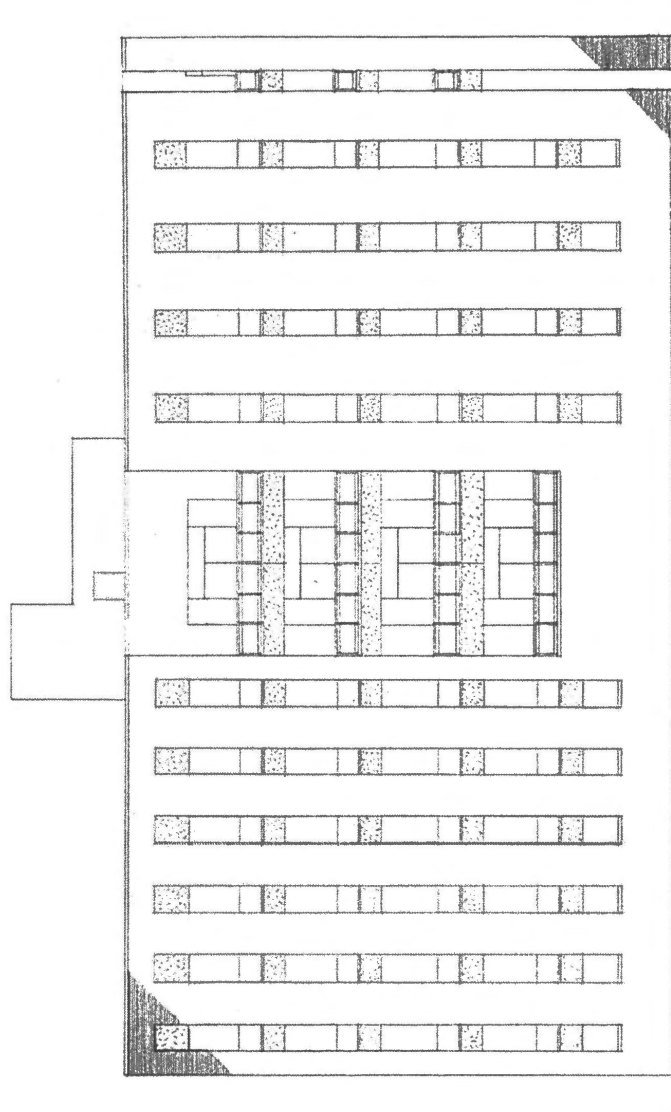
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TRANSPARENT ENTRY CALCULATION INCLUDES MURAL/ART DISPLAY AREA  
 WALL AREA :  $133.6' \times 6'-0" = 801.6 \text{ SF} \times 60\% = 480.96 \text{ SF. REQ'D PROVIDED}$   
 $(23.6' + 9'-0" + 11'-0" + 57'-0") \times 6'-0" = 603.6 \text{ SF. O.K.}$   
 BUILDING ENTRY IS SET BACK 7'-0" FROM PROPERTY LINE



Final for Publication 2  
1



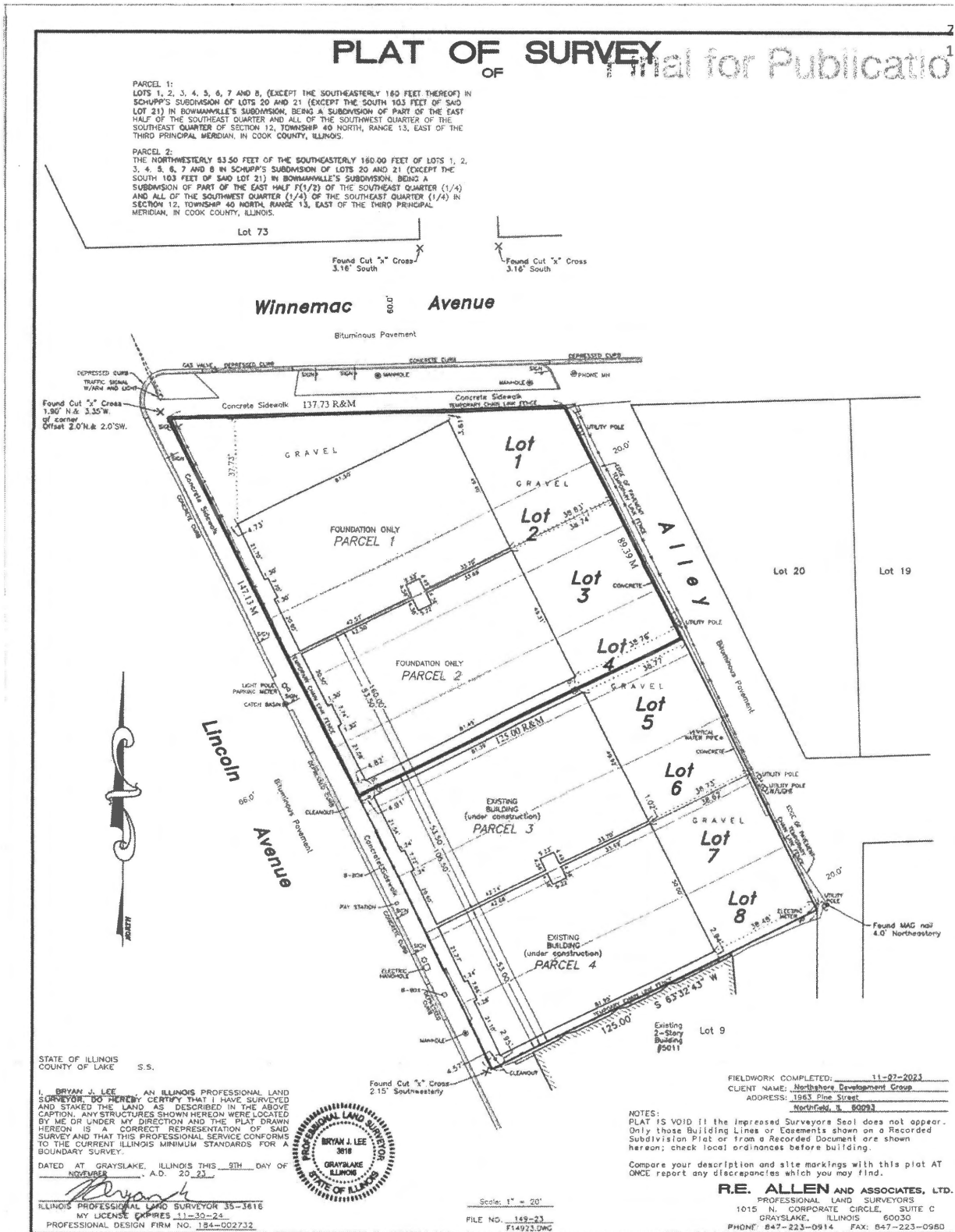
1/8" = 1'-0" (VERTICAL)  
 1/8" = 1'-0" (HORIZONTAL)  
 1/8" = 1'-0" (DIAGONAL)

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 LICENSE NUMBER: 84-001485





*Reclassification Of Area Shown On Map No. 17-G.*

(Application No. 22347T1)

(Common Address: 6540 N. Glenwood Ave.)

[O2024-0007279]

*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 17-G in the area bounded by:

a line 150.74 feet south of and parallel to West Albion Avenue; North Glenwood Avenue;  
a line 200.74 feet south of and parallel to West Albion Avenue; and the public alley next  
west of and parallel to North Glenwood Avenue,

to those of an RM6.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing Ground Floor -- 3 Units; New Ground  
Floor Plan -- 5 Units; First, Second and Third Floor  
Plans -- 10 DU's; and Existing North, South,  
East and West Building Elevations  
attached to this ordinance  
printed on pages 9816  
through 9823 of  
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

NARRATIVE AND PLANS ATTACHMENT  
TYPE I Rezoning from RS-3 to RM-6.5  
6540 North Glenwood Avenue

**The Project**

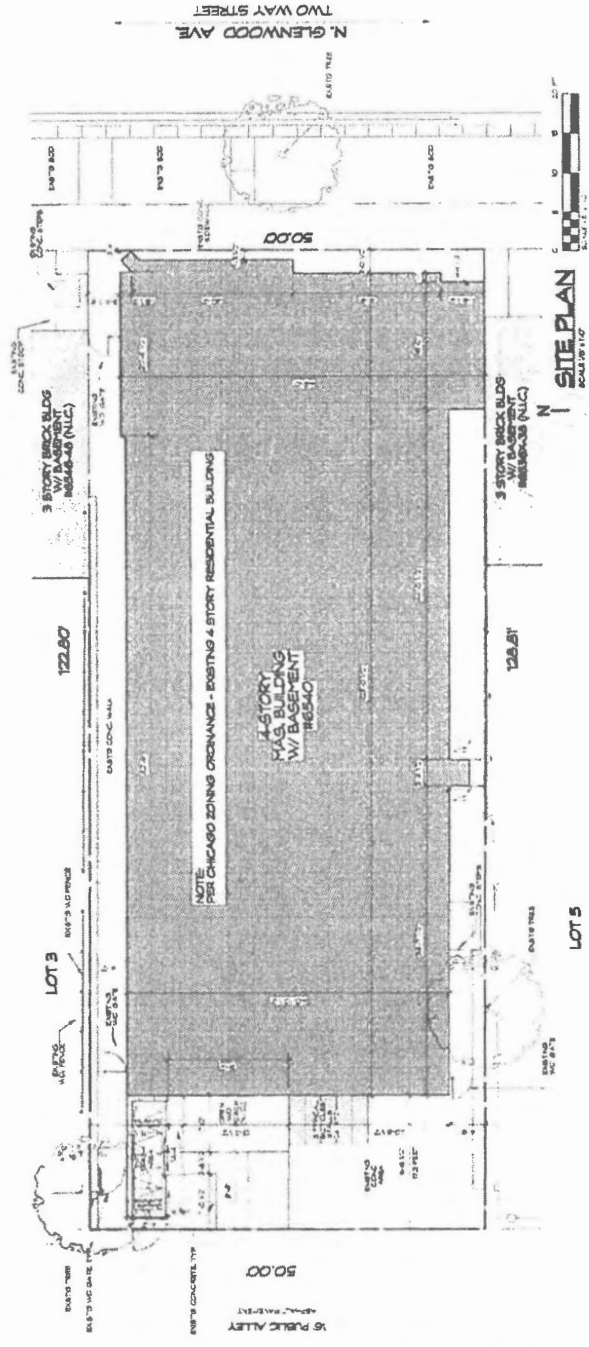
The property is improved with a four-story residential building containing thirty-three residential dwelling units, all of which are efficiency units, and no parking. The Applicant seeks to rezone the property to add five residential dwelling units within existing unused space in the building's lower level for a total of thirty-eight residential dwelling units. Of the units to be added, two will be efficiency units. No parking will be added. No additions are proposed to the building and the height is and will remain at 37.00 feet.

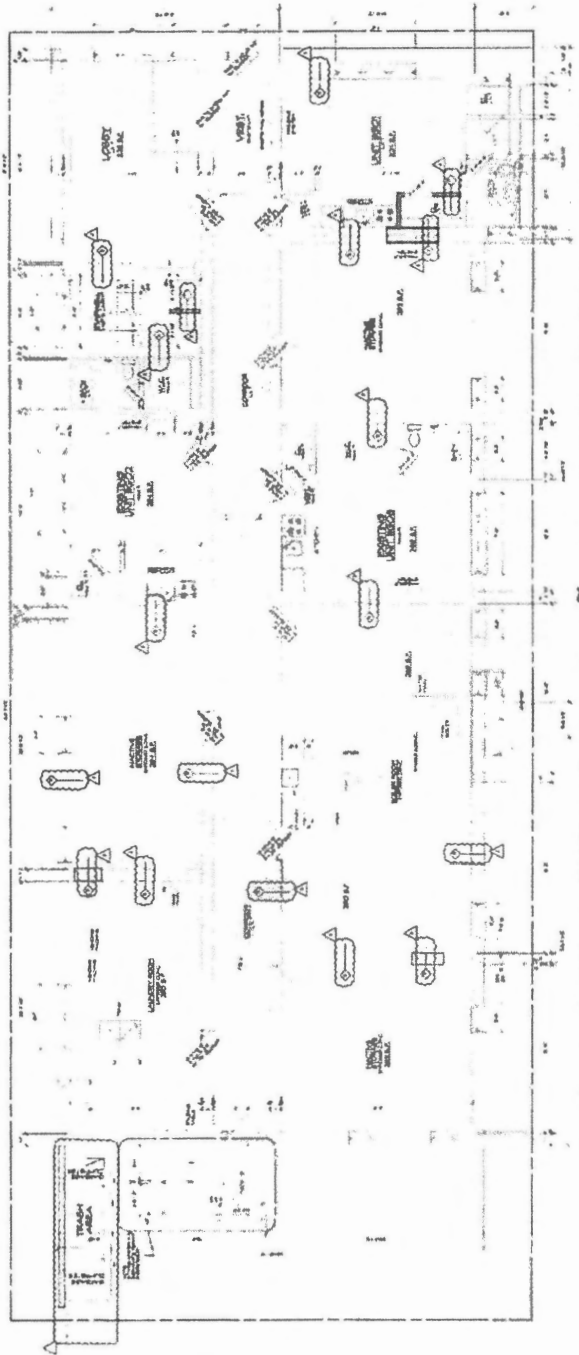
The subject property is located in area along North Glenwood Avenue that is primarily improved with multi-family buildings ranging in height from two to four stories. To allow the proposed addition of units to the existing building, the Applicant seeks a change in zoning classification for the subject property from the property's current RS-3 Residential Single-Unit (Detached House) District to an RM-6.5 Residential Multi-Unit District under a Type I Map Amendment. Notwithstanding the RS-3 zoning in the immediate area, it is improved with multiple buildings of the similar size, scale, and density to the subject building and the RM-6.5 classification will not only allow for the addition of the five proposed units but also will bring the existing building further into compliance with its zoning classification. The property is a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance, Section 17-10-0102-B (1), as it is located approximately 1,293 feet from the CTA's Loyola Red Line Station. Accordingly, the Applicant seeks as part of the proposed Type 1 rezoning per Section 17-13-0303-D governing Optional Administrative Adjustments, a Variation to reduce the required parking for the five proposed units to zero parking under Section 17-13-1003-EE(1) and, as the building is constructed near to its property lines without sufficient open space to provide any required rear yard open space, the Applicant also seeks, as part of the Type 1 rezoning per the provisions of Section 17-13-0303-D Optional Administrative Adjustment and Variation, a Variation under Section 17-13-1101-A and Section 17-13-1003-K to reduce the required 180 square feet of rear yard open space to zero .

The following are the relevant zoning parameters for the proposed project:

Lot Area:	6,140.00 square feet	
Floor Area:	17,369 square feet (existing)	
Maximum FAR:	2.83	
Residential Dwelling Units:	38 (35 efficiencies, 3 dwelling units)	
MLA Density:	161.57 square feet	
Height (existing):	37.00 feet	
Bicycle Parking:	5 spaces	
Automobile Parking:	None*	
Setbacks:	Front (Glenwood Ave.):	13/4 inches (existing)
	North Side:	3 feet 11/8 inches(existing)
	South Side:	-0.00 feet (existing)
	Rear (Alley):	16.66 feet (existing)

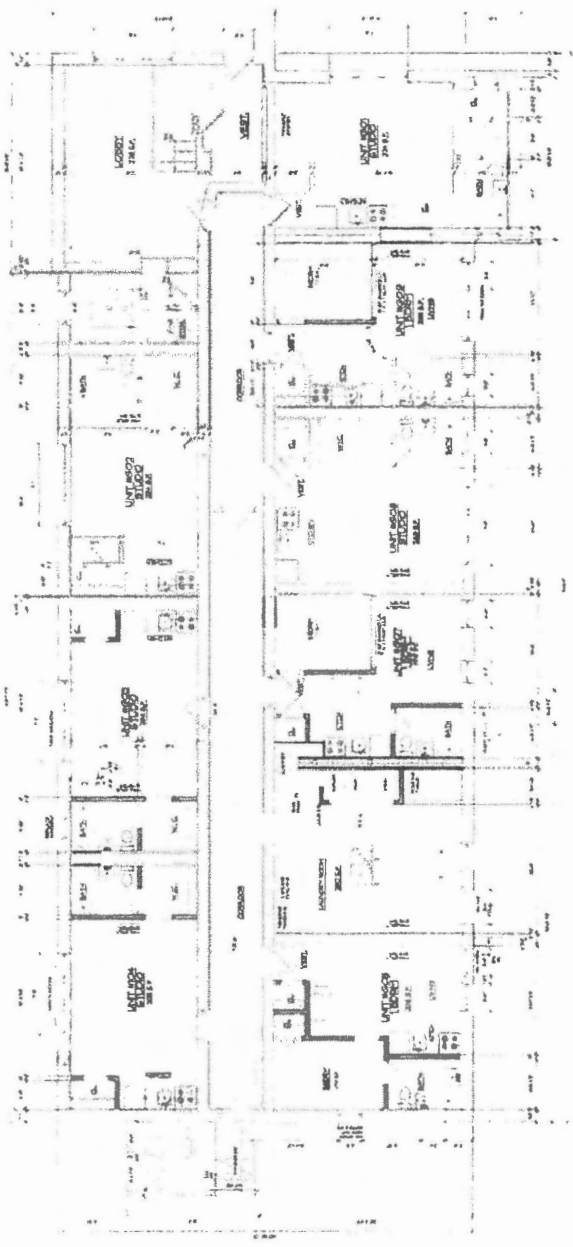
\*A set of plans is attached.





Existing Ground Floor - 3 units

<b>OWNER:</b> B&K GROUP LLC 1800 N. ELSTON CHICAGO, IL 60642		<b>ARCHITECT:</b> LAO & SP-ONE ARCHITECTS, L.L.C. 4802 N. ARTISAN AVE. CHICAGO, ILLINOIS 60630 PHONE: 773.228.2228 FAX: 773.228.2228	
<b>PROJECT:</b> ADDING 60 UNITS TO EXISTING 1800 N. ELSTON AVE. CHICAGO, IL 60642		<b>DATE:</b> 02/21/2024	
<b>SCALE:</b> AS SHOWN		<b>PROJECT NO.:</b> 2023-001	
<b>DATE:</b> 02/21/2024		<b>PROJECT NO.:</b> 2023-001	



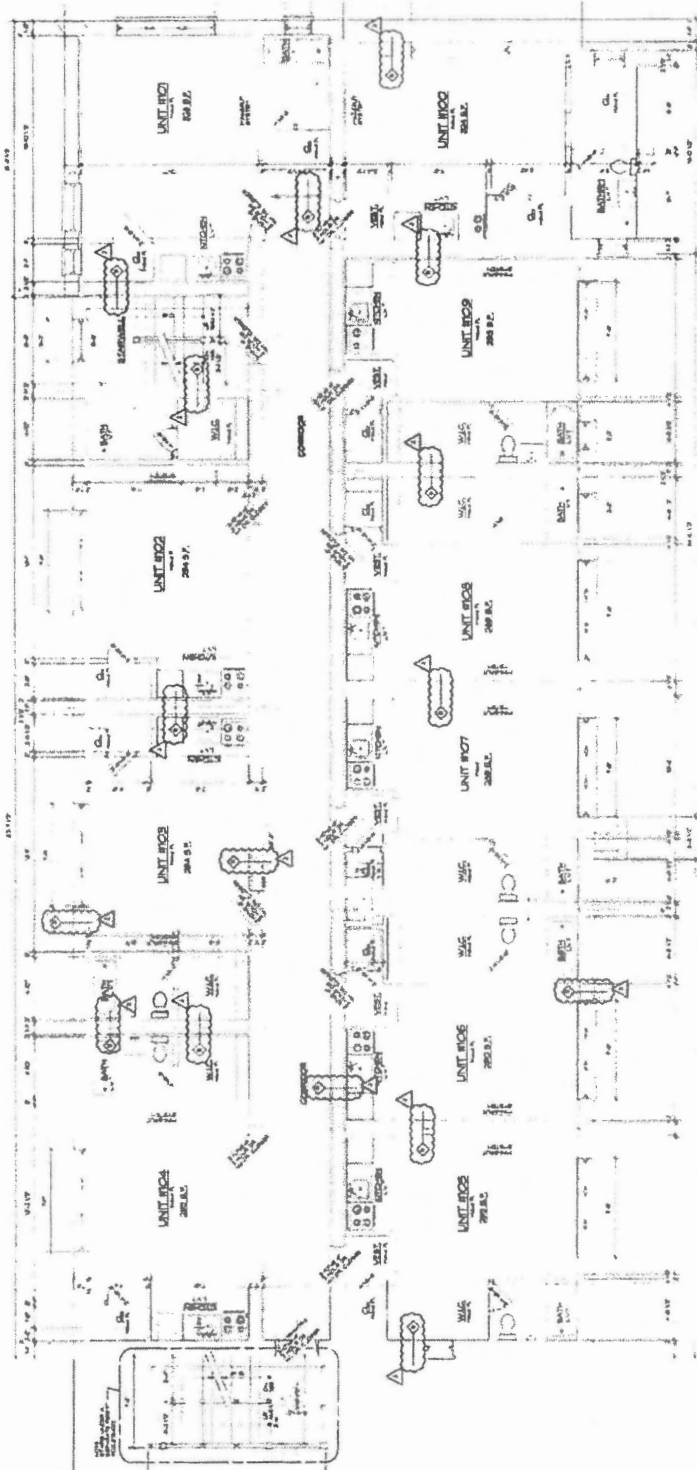
**NEW GROUND FLOOR PLANS UNITS**

**PARTITION LEGEND**  
 --- EXISTING  
 --- NEW  
 --- EXISTING TO REMAIN  
 --- TO BE DEMOLISHED  
 --- TO BE RECONSTRUCTED  
 --- TO BE RECONSTRUCTED WITH NEW PARTITION  
 --- TO BE RECONSTRUCTED WITH NEW PARTITION AND GLASS

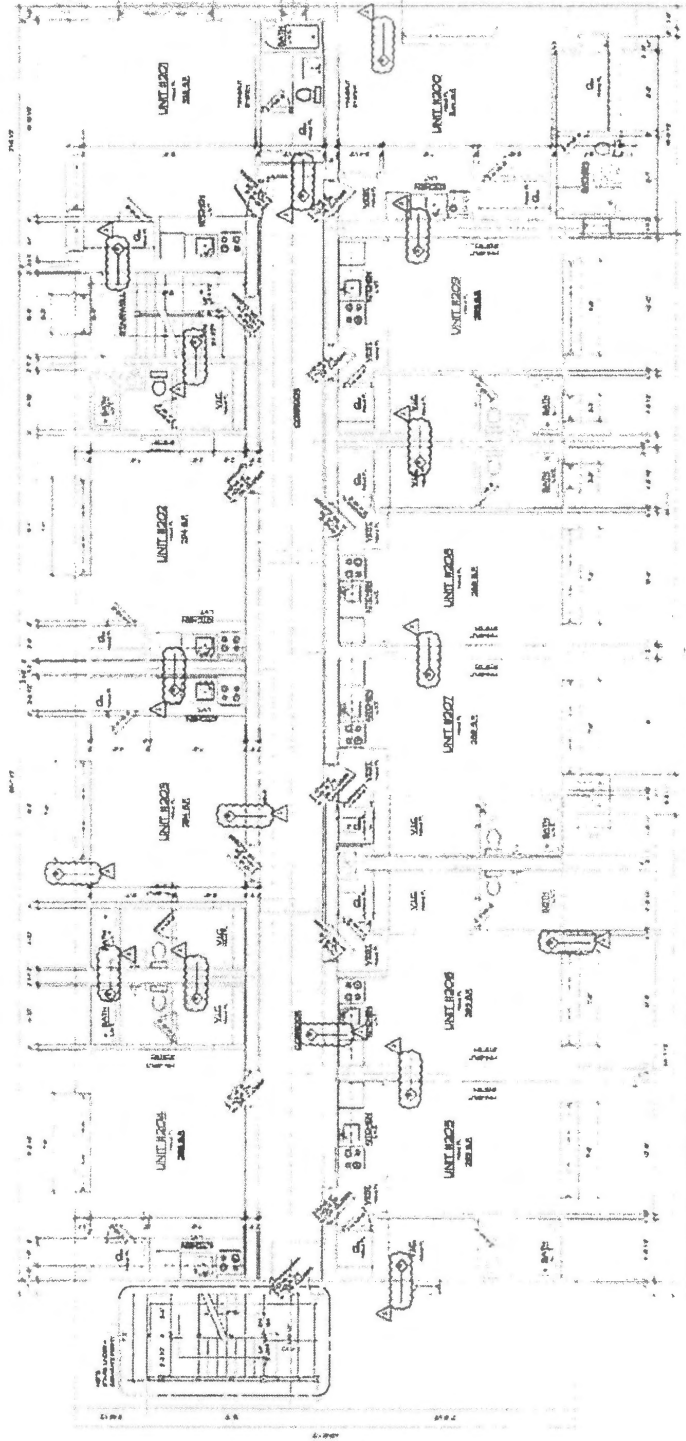
**DOOR LEGEND**  
 --- EXISTING  
 --- NEW  
 --- EXISTING TO REMAIN  
 --- TO BE DEMOLISHED  
 --- TO BE RECONSTRUCTED  
 --- TO BE RECONSTRUCTED WITH NEW PARTITION  
 --- TO BE RECONSTRUCTED WITH NEW PARTITION AND GLASS



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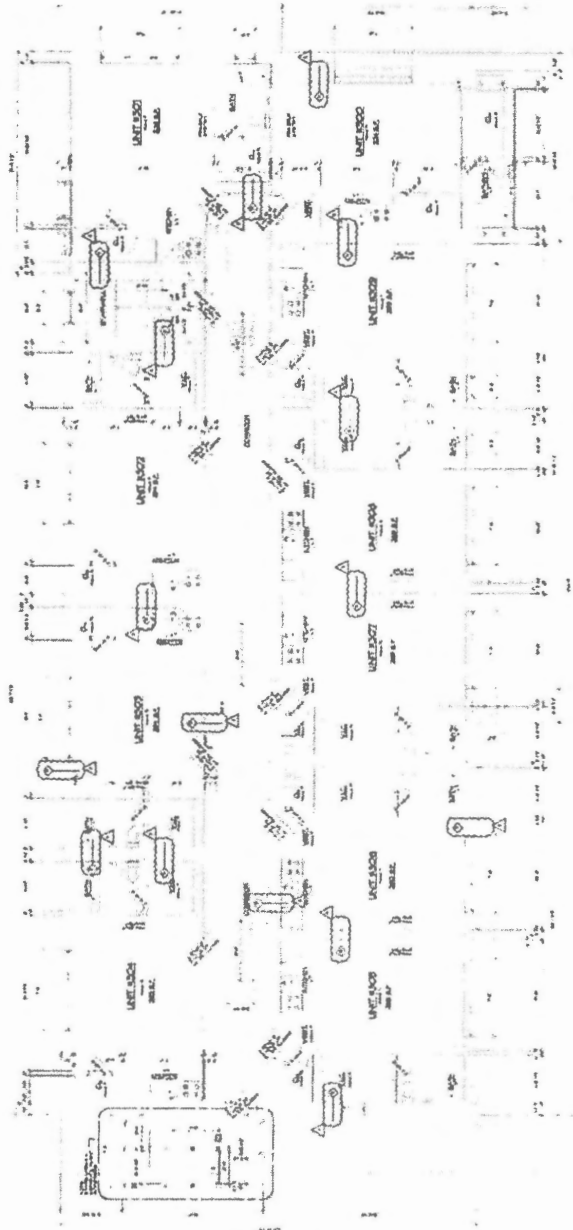


1 FIRST FLOOR PLAN-10DU2



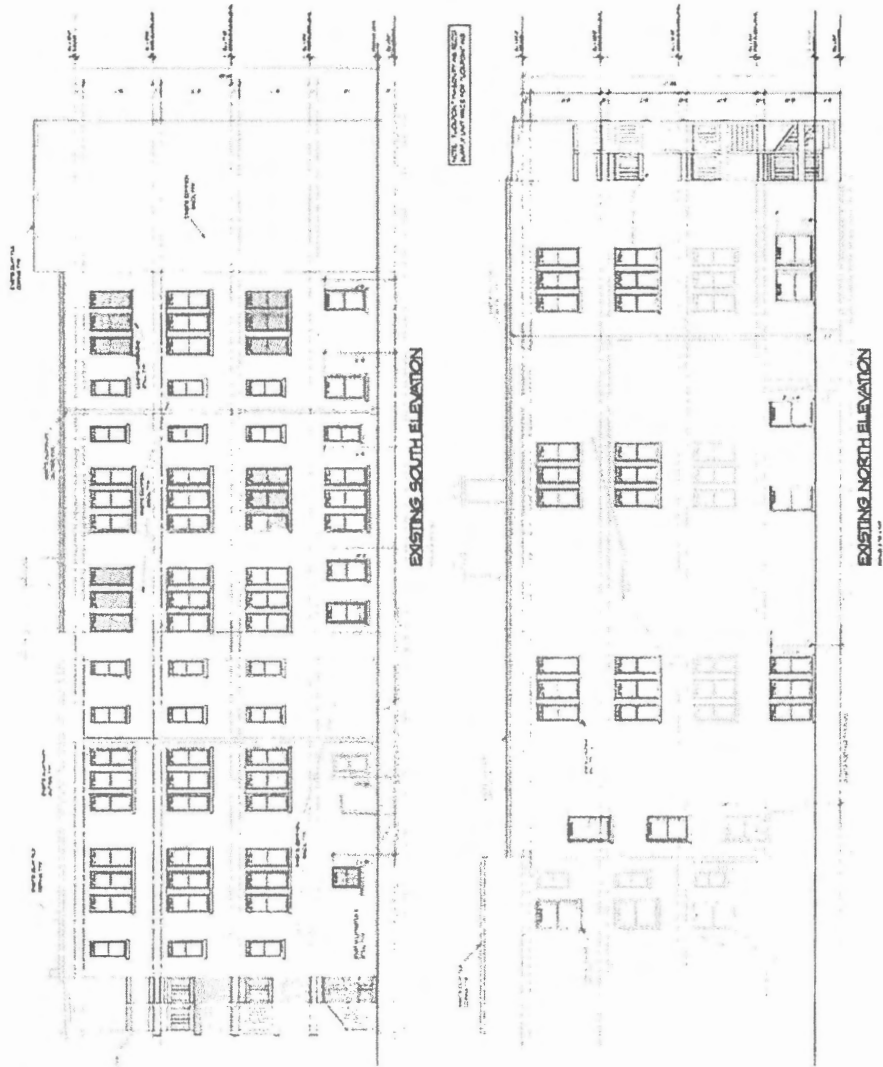
SECOND FLOOR PLAN - 10 DU's

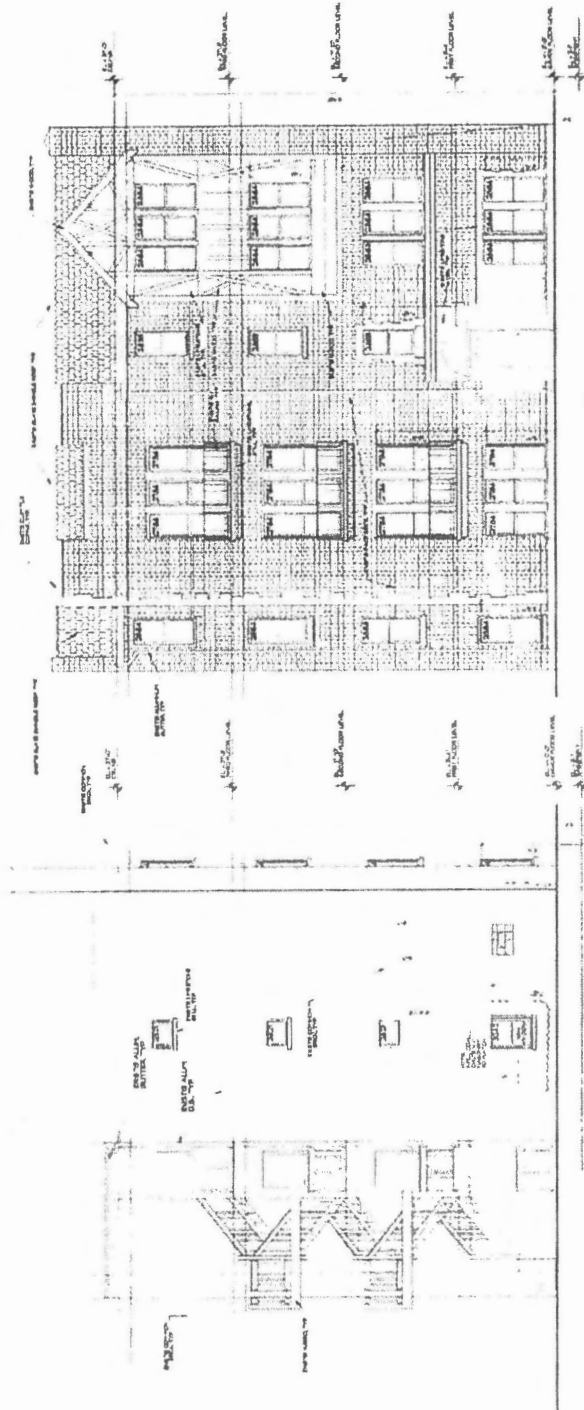
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THIRD FLOOR PLAN-1000

Final for Publication





NOTE: TO CORRECT MEMORY AS BEST  
SURVEY LIST OF NON-TOLERANCES

EXISTING EAST ELEVATION  
SCALE 1/4" = 1'-0"

EXISTING WEST ELEVATION  
SCALE 1/4" = 1'-0"

*Reclassification Of Area Shown On Map No. 26-G.*

(Application No. A-8865)

(Common Address: 10541 S. Aberdeen St.)

[O2024-0007342]

*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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 26-G in the area bounded by:

a line 392.55 feet south of and parallel to East 105<sup>th</sup> Street; a line 214.00 feet east of and parallel to South Aberdeen Street; a line 584.94 feet south of and parallel to East 105<sup>th</sup> Street; and South Aberdeen Street,

to those of a POS-1 Parks and Open Space 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-H.*

(Application No. A-8859)

(Common Address: 11032 S. Vincennes Ave.)

[O2023-0005729]

*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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 26-H in the area bounded by:

West 109<sup>th</sup> Place; South Ashland Avenue; South Vincennes Avenue; West Chelsea Place; and the alley parallel to and next northwest of South Vincennes Avenue,

to those of an RS2 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. 28-D.*

(As Amended)

(Application No. 22326)

(Common Address: 11301 -- 11363 S. Corliss Ave.,  
11336 S. Doty Ave. And 701 E. 114<sup>th</sup> St.)

[SO2024-0007008]

*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 C2-3 Motor Vehicle-Related Commercial District, C1-5 Neighborhood Commercial District and M3-3 Heavy Industry District symbols and indications as shown on Map Number 28-D in the area bounded by:

South Corliss Avenue; South Doty Avenue; a line extending a distance of 143.76 feet from a point on the west line of South Doty Avenue, said point being 502 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the west line of South Doty Avenue, said line measuring an angle of 283 degrees to the right with the extension of the west line of South Doty Avenue; a line 140 feet west of the west line of South Doty Avenue; and a line extending a distance of 258.34 feet from a point on the west line of South Doty Avenue, said point being 350 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the west line of South Doty Avenue to a point on the east line of South Corliss Avenue, said point being 317.4 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the east line of South Corliss Avenue,

to those of the C2-3 Motor Vehicle-Related Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-3 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 28-D in the area bounded by:

South Corliss Avenue; South Doty Avenue; a line extending a distance of 143.76 feet from a point on the west line of South Doty Avenue, said point being 502 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the west line of South Doty Avenue, said line measuring an angle of 283 degrees to the right with the extension of the west line of South Doty Avenue; a line 140 feet west of the west line of South Doty Avenue; and a line extending a distance of 258.34 feet from a point on the west line of South Doty Avenue, said point being 350 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the west line of South Doty Avenue to a point on the east line of South Corliss Avenue, said point being 317.4 feet northeasterly of the north line of East 114<sup>th</sup> Street, as measured along the east line of South Corliss Avenue,

to those of a Business Planned Development.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Business Planned Development No. \_\_\_\_\_.*

*Planned Development Statements.*

1. The area delineated herein as Business Planned Development Number \_\_\_\_\_ (the "Planned Development" or "P.D.") consists of approximately 385,310 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (3 sheets) ("Property"). The Planned Development is divided into Subareas (each, a "Subarea," and collectively, the "Subareas") as indicated on the attached Planned Development Boundary and Property Line Map (3 sheets). Pullman Gateway LLC is the "Applicant" for this Planned Development.
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 Plans and may be subject to the review and approval of the Departments of Housing and Economic 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 these 16 Statements and a Bulk Regulations Table; a Planned Development Boundary and Property Line Map (3 sheets), an Existing Zoning Map, and a Site Plan (5 sheets, including Site Plan -- Subarea A), all prepared by SPACECO, Inc., and dated February 15, 2024; Landscape Plans (Subarea A) (2 sheets) prepared by HR Green, Inc. and dated February 15, 2024; and North Elevation, East Elevations, West Elevations, and South Elevations, prepared by Chipman Design Architecture, Inc. and dated February 15, 2024, submitted herein (collectively, "Plans"). 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 all Subareas in the area delineated herein as Business Planned Development: colleges and universities; cultural exhibits and libraries; day care; hospitals; parks and recreation; community centers; recreation buildings and similar assembly use; postal service; public safety services; religious assembly; utilities and services, minor; all animal services excluding stables; artist work or sales space; body art services; building maintenance services; business equipment sales and service; business support services excluding day labor employment agencies; employment agencies; communication service establishments; all construction sales and service; drive-through facilities; eating and drinking

establishments including outdoor patio located on a rooftop, excluding taverns; all entertainment and spectator sports excluding inter-track wagering facilities; all financial services excluding payday loan stores and pawn shops; food and beverage retail sales (liquor sales as accessory use); gas stations; all lodging including hotel/motel; medical service; office; high technology office; personal service; hair salon, nail salon, massage establishment or barbershop; repair or laundry service, consumer; dry cleaning drop-off or pick-up; coin-operated laundromat; residential storage warehouse; retail sales, general; all sports and recreation, participant excluding entertainment cabaret and shooting range facility; all vehicle sales and service excluding vehicle storage and towing with outdoor storage; artisan and limited manufacturing; wireless communication facilities excluding freestanding towers; accessory and non-accessory parking; accessory and incidental uses.

In addition to excluded uses listed above, the following uses are prohibited: adult uses; cannabis business establishments; firearms dealers.

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 ("DPD"). 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.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by DPD. 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.
10. Prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance), excluding the project depicted in Subarea A, which is approved pursuant to this Planned Development, and excluding the renovation and re-occupancy of the existing building in Subarea B on an interim basis, for which Site Plan approval shall not be required, the Applicant shall submit a site plan, landscape plan and building elevations for the specific Subarea(s) 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. 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.

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 DPD. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

11. 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.
12. 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. Modifications to the boundaries of Subareas designated under this P.D. and the reallocation of development rights among subareas may be approved as a minor change pursuant to Section 17-13-0611-A, provided the minor change criteria set forth in Section 17-13-0611-A are not exceeded on an aggregate basis over all Subareas.
13. 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.

14. 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.
15. 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 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.

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\* Editor's Note: Numbering sequence error; (i) missing in original document.

- 16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to the C2-3 Motor Vehicle-Related Commercial District.

[Boundary and Property Line Maps; Existing Land-Use Map; Existing Zoning Map; Site Plans; Site Plan -- Subarea A; Landscape Plans (Subarea A); and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 9833 through 9848 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

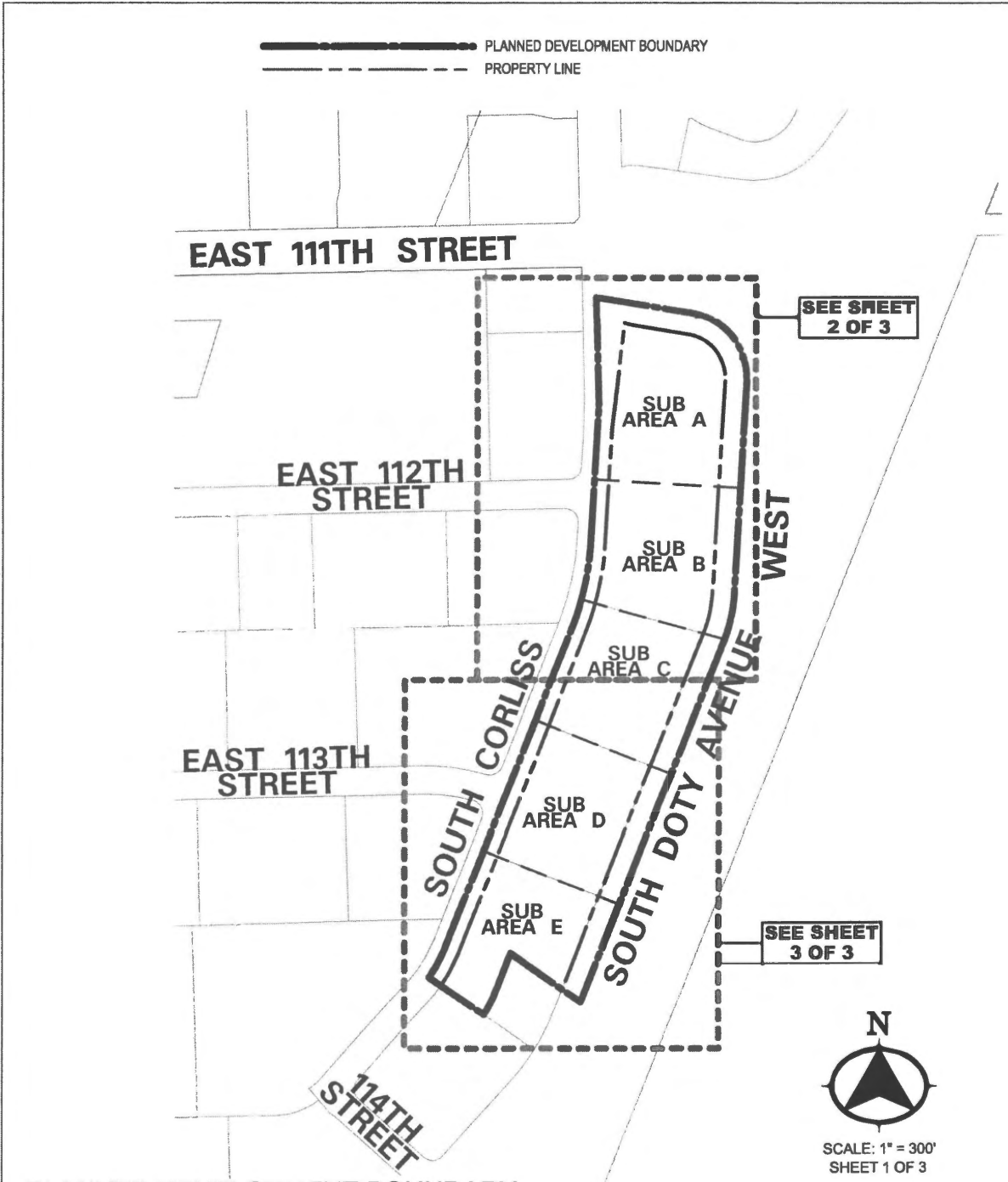
*Business Planned Development No. \_\_\_\_\_*

*Bulk Regulations And Data Table.*

Gross Site Area (square feet):	533,565
Subarea A:	129,977
Subarea B:	104,309
Subarea C:	103,827
Subarea D:	106,559
Subarea E:	88,893
Area of Public Rights-of-Way (square feet):	148,255
Subarea A:	47,154
Subarea B:	26,311
Subarea C:	26,077
Subarea D:	26,560
Subarea E:	22,153

Net Site Area (square feet):	385,310
Subarea A:	82,824
Subarea B:	77,998
Subarea C:	77,750
Subarea D:	79,999
Subarea E:	66,740
Maximum Floor Area Ratio:	3.0
Subarea A:	0.07
Subarea B:	3.69
Subarea C:	3.69
Subarea D:	3.69
Subarea E:	4.19
Minimum Parking Spaces:	In accordance with Section 17-10-0200 for the applicable use, to be determined in connection with site plan approval. When the applicable parking ratio exempts a certain portion of the floor area, only one such floor area exemption may be taken for each Subarea.
Minimum Bicycle Parking Spaces:	1 per 5 auto spaces
Minimum Loading Berths:	For uses exceeding 24,999 square feet, 1 space per 100,000 square feet or portion thereof.
Maximum Building Height:	65 feet
Minimum Setbacks:	In accordance with plans

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PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT:  
PULLMAN GATEWAY, LLC

ADDRESS: 11301-11359 S CORLISS AVENUE  
INTRODUCTION DATE: JANUARY 24, 2024  
CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024



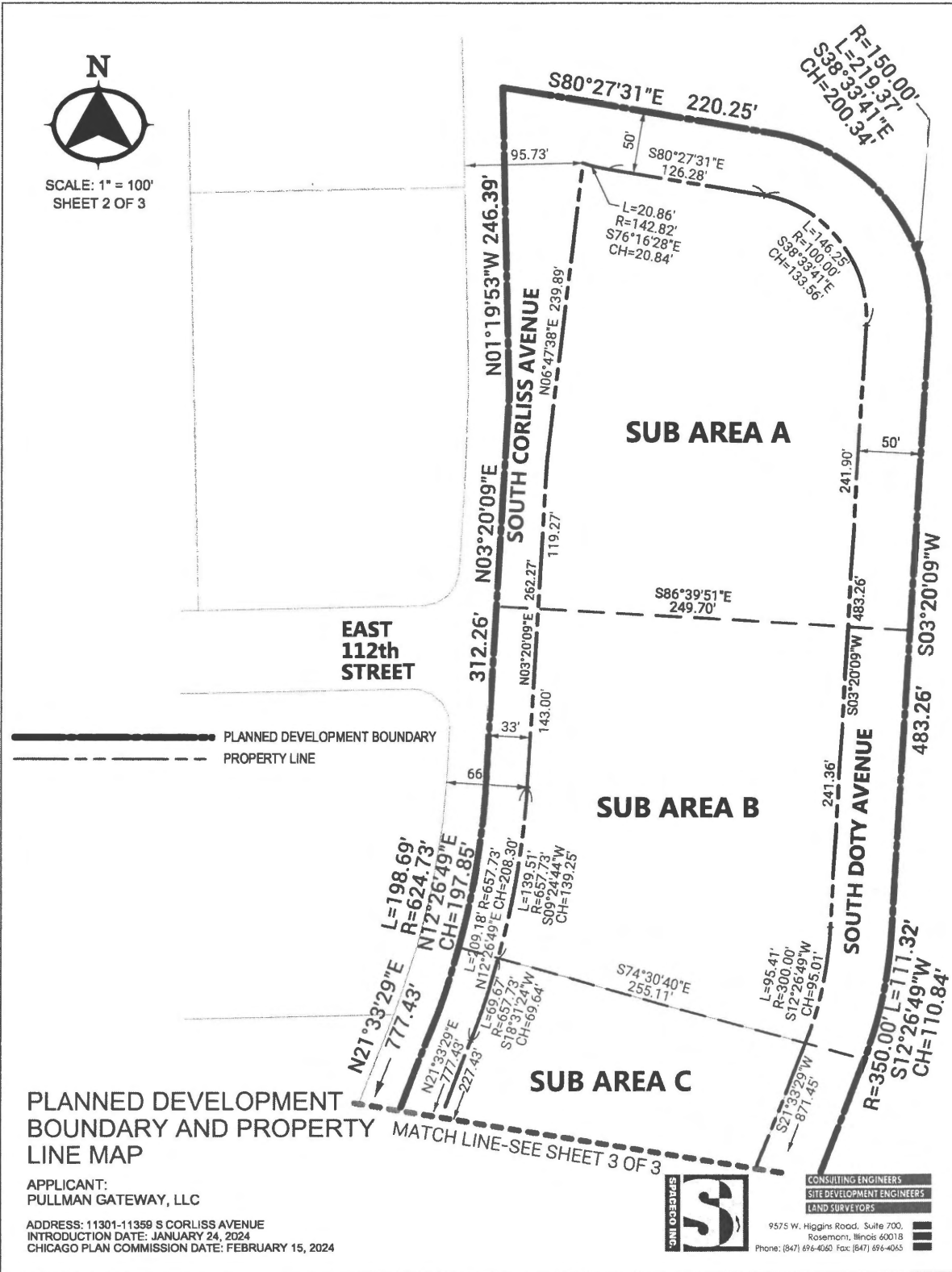
CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4080 Fax: (847) 696-4085

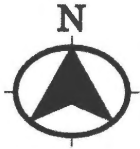
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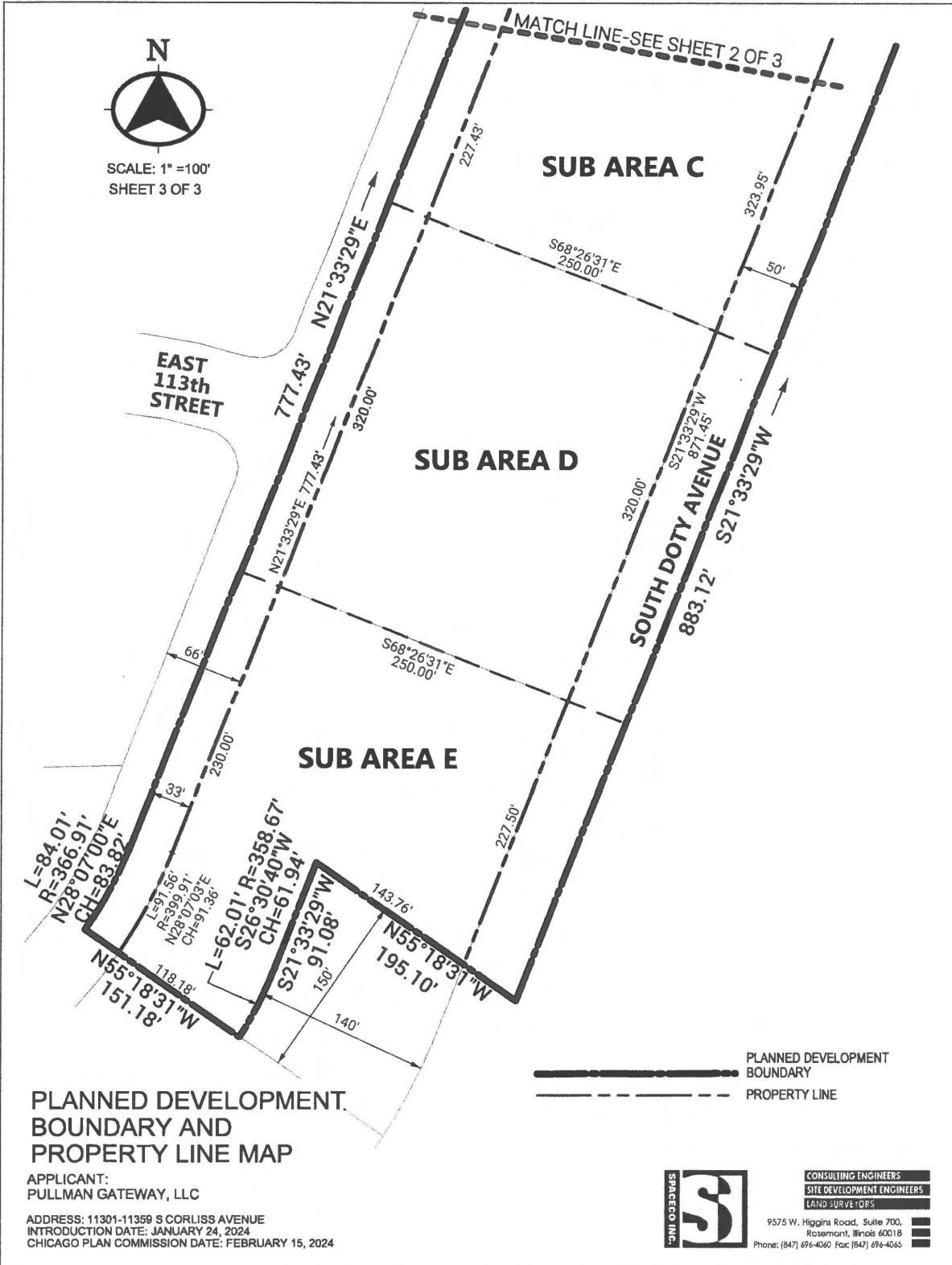
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SHEET 2 OF 3



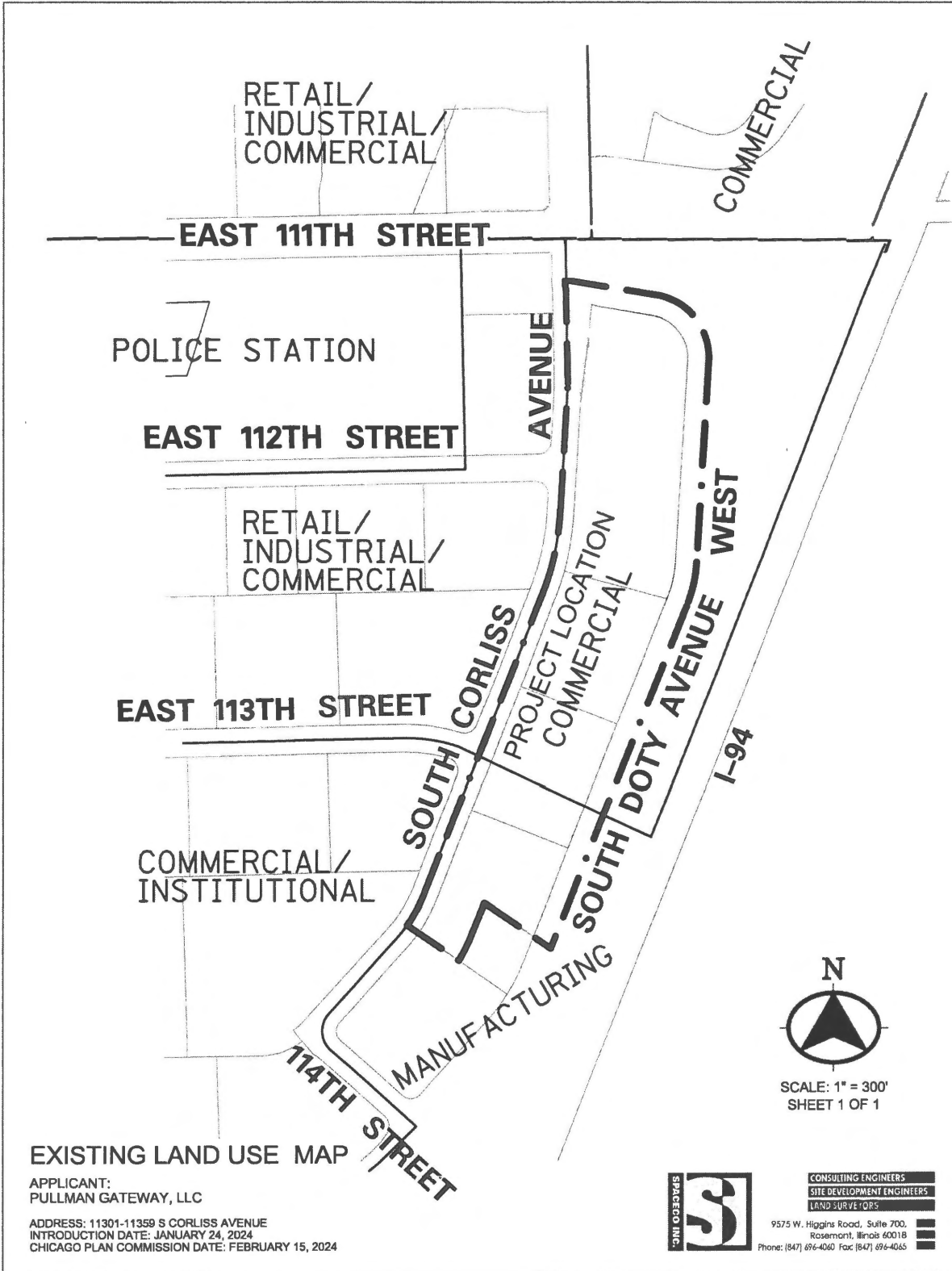
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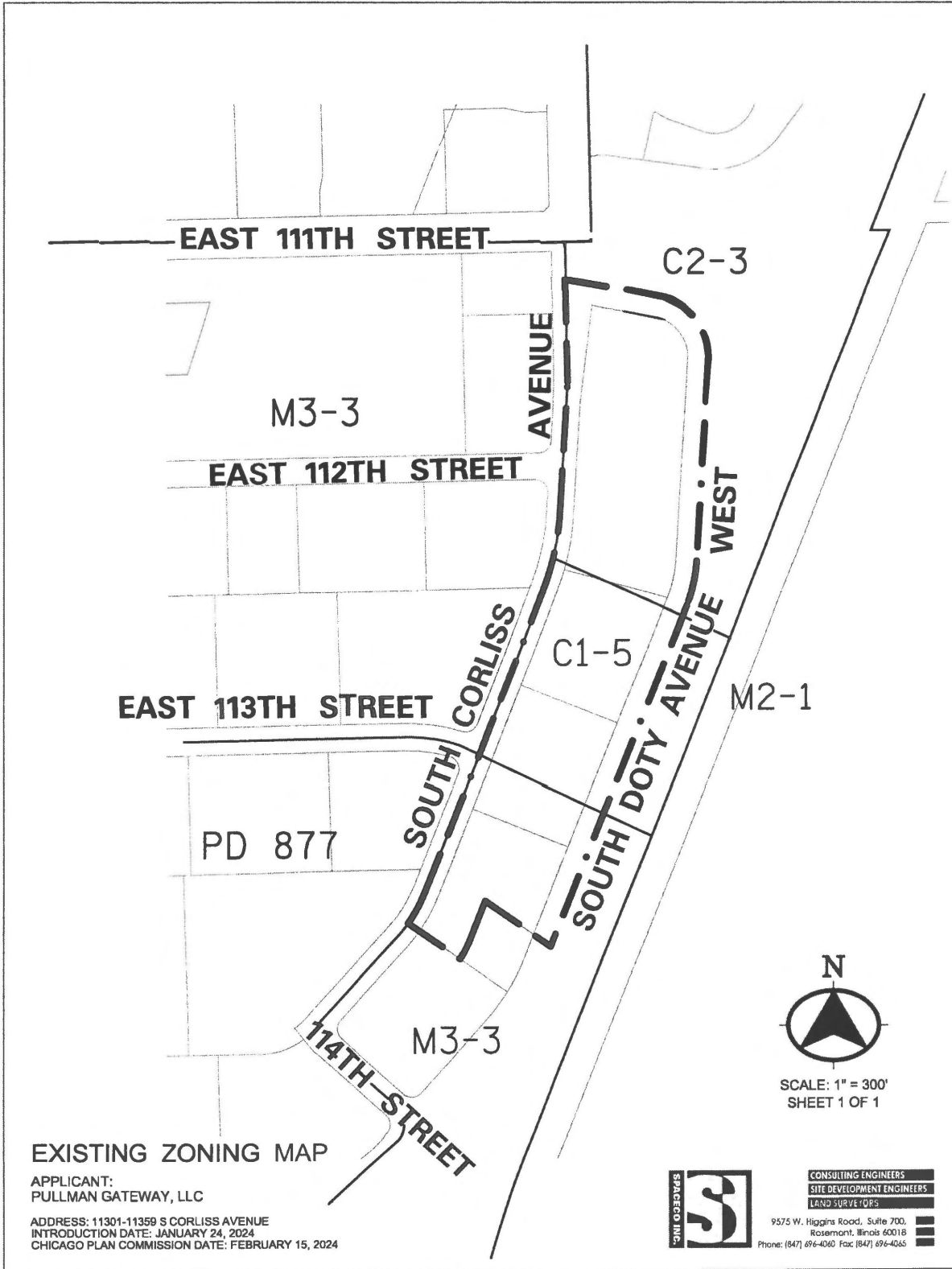
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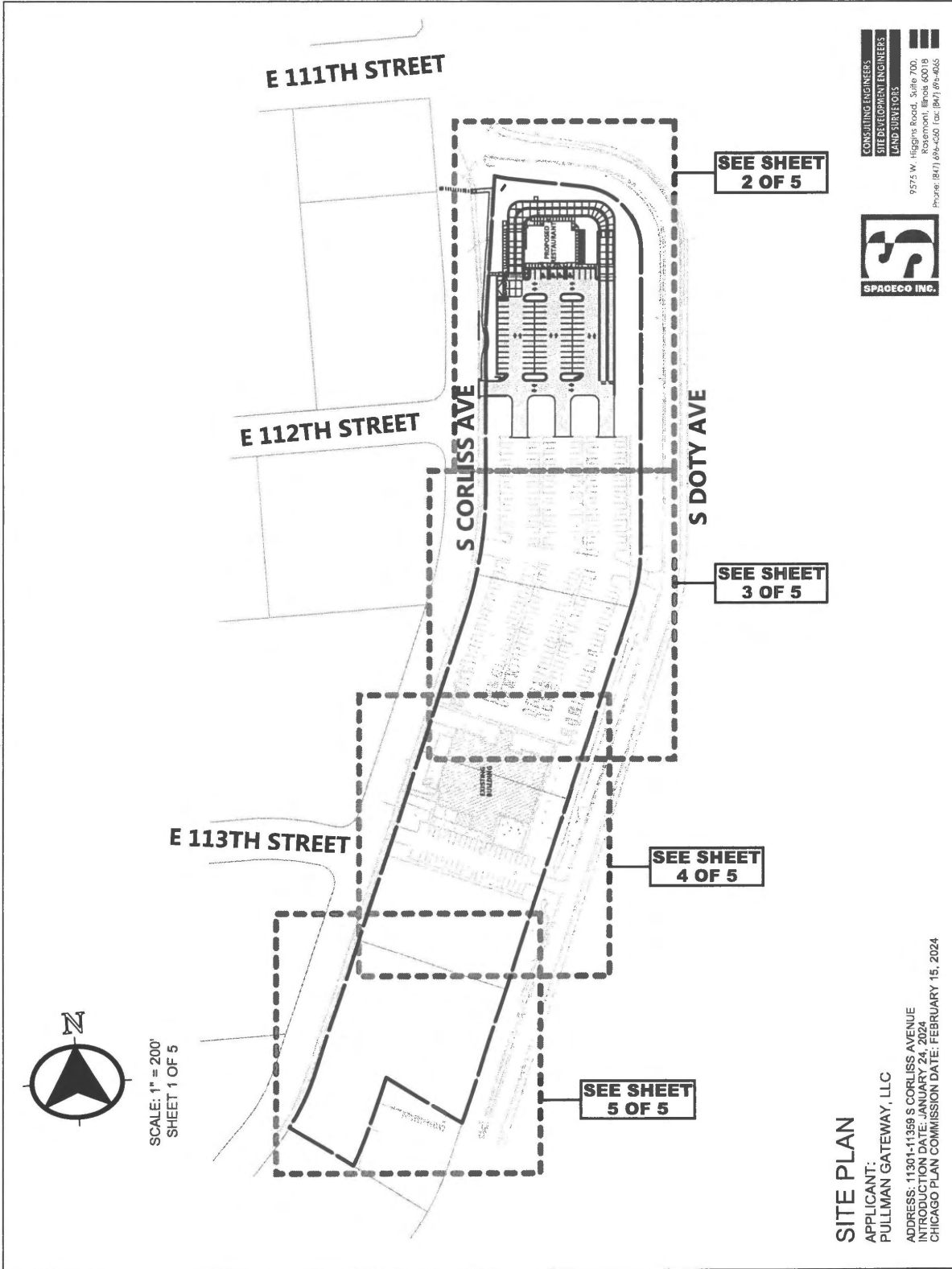
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CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

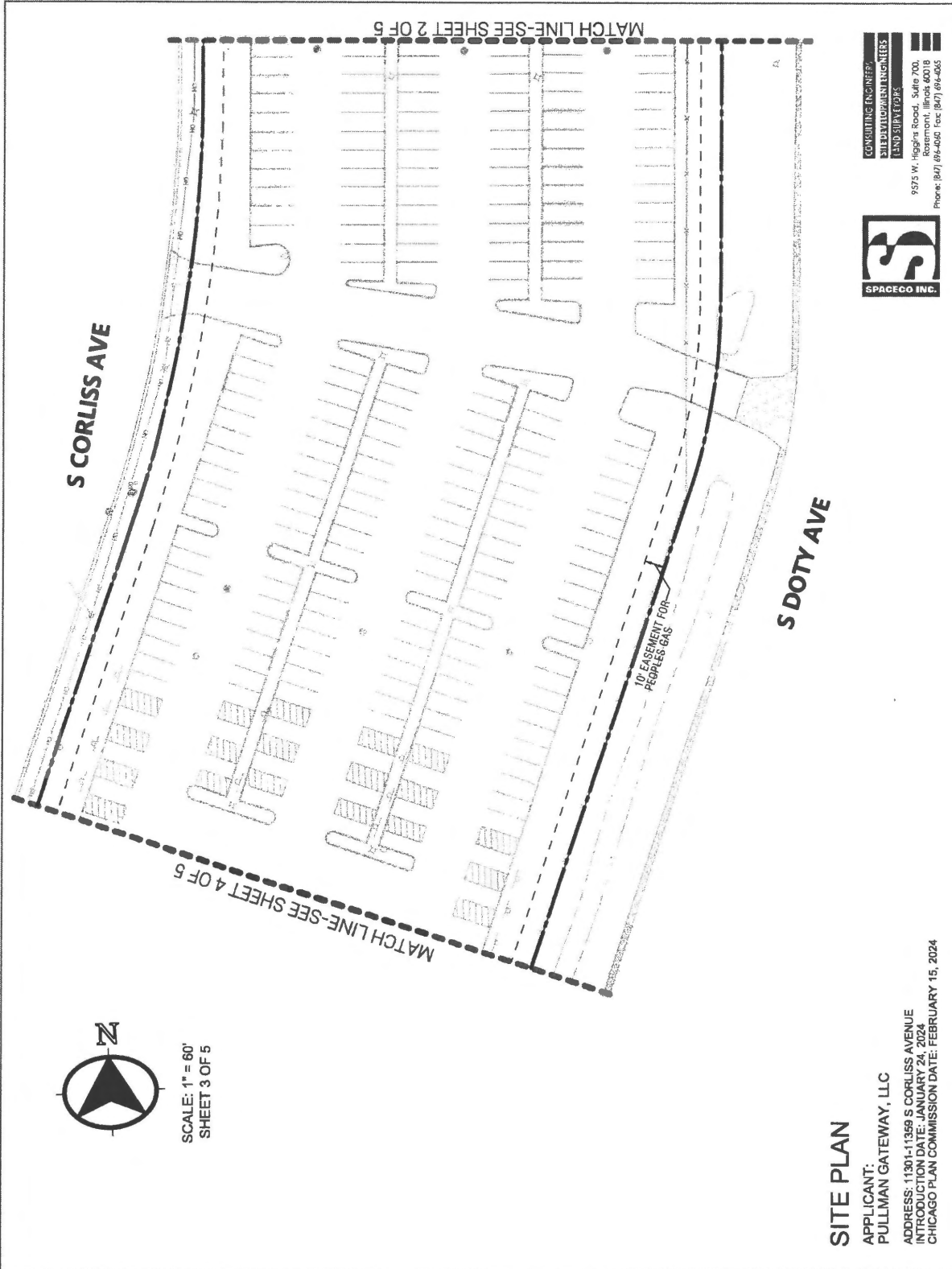
9575 W. Higgins Road, Suite 700  
 Rosemont, Illinois 60018  
 Phone: (847) 694-6540 Fax: (847) 694-4035



**SITE PLAN**  
 APPLICANT:  
 PULLMAN GATEWAY, LLC  
 ADDRESS: 11301-11359 S CORLISS AVENUE  
 INTRODUCTION DATE: JANUARY 24, 2024  
 CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024



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SCALE: 1" = 60'  
SHEET 3 OF 5

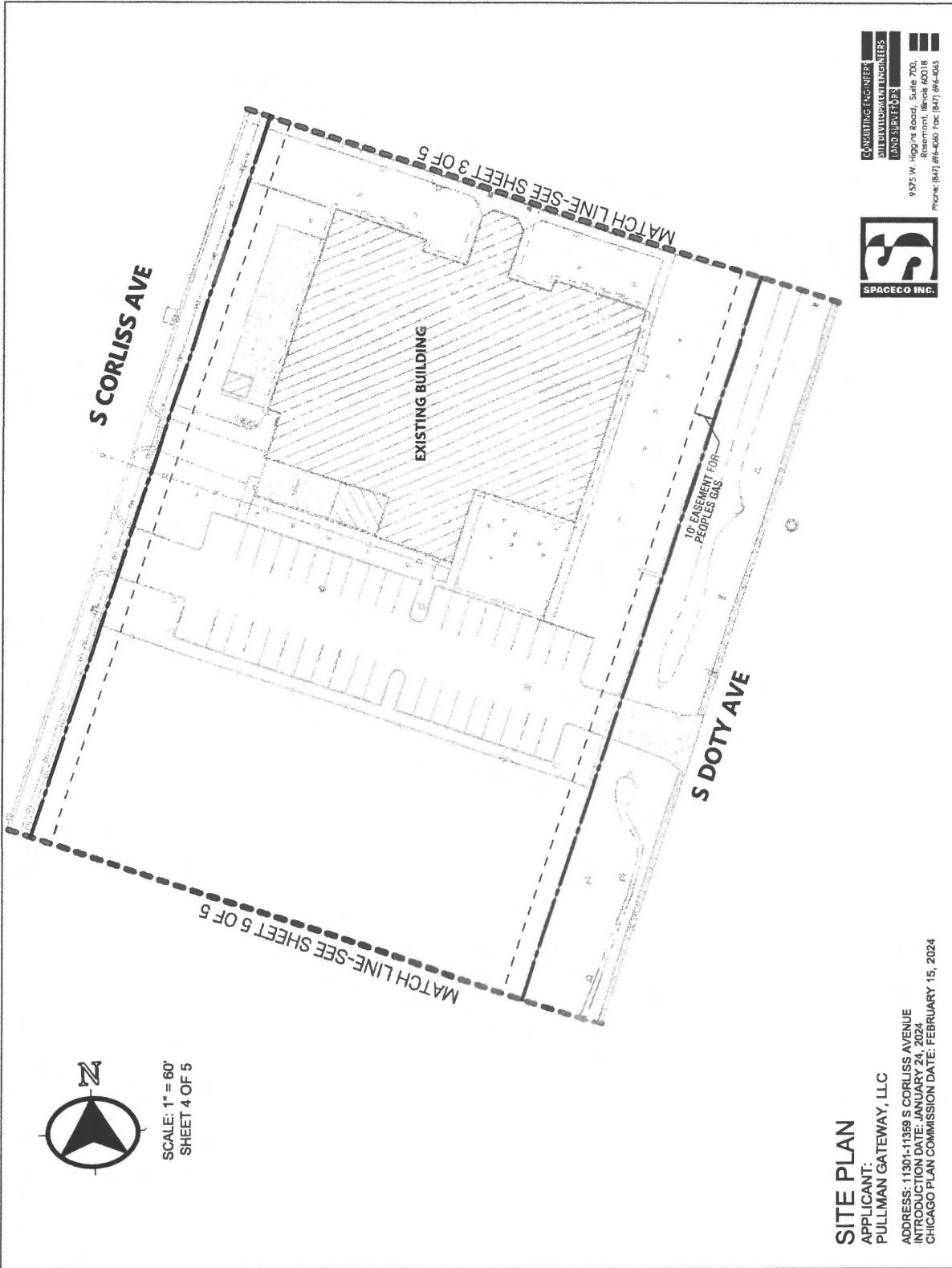
**SITE PLAN**

APPLICANT:  
PULLMAN GATEWAY, LLC  
ADDRESS: 11301-11359 S CORLISS AVENUE  
INTRODUCTION DATE: JANUARY 24, 2024  
CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024



CONSULTING ENGINEERS  
THE MEYERHOLZ ENGINEERS  
LAND SURVEYORS  
9375 W. Higgins Road, Suite 700  
Chicago, IL 60634  
Phone: (847) 694-4050 Fax: (847) 694-4055

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SCALE: 1" = 60'  
SHEET 4 OF 5

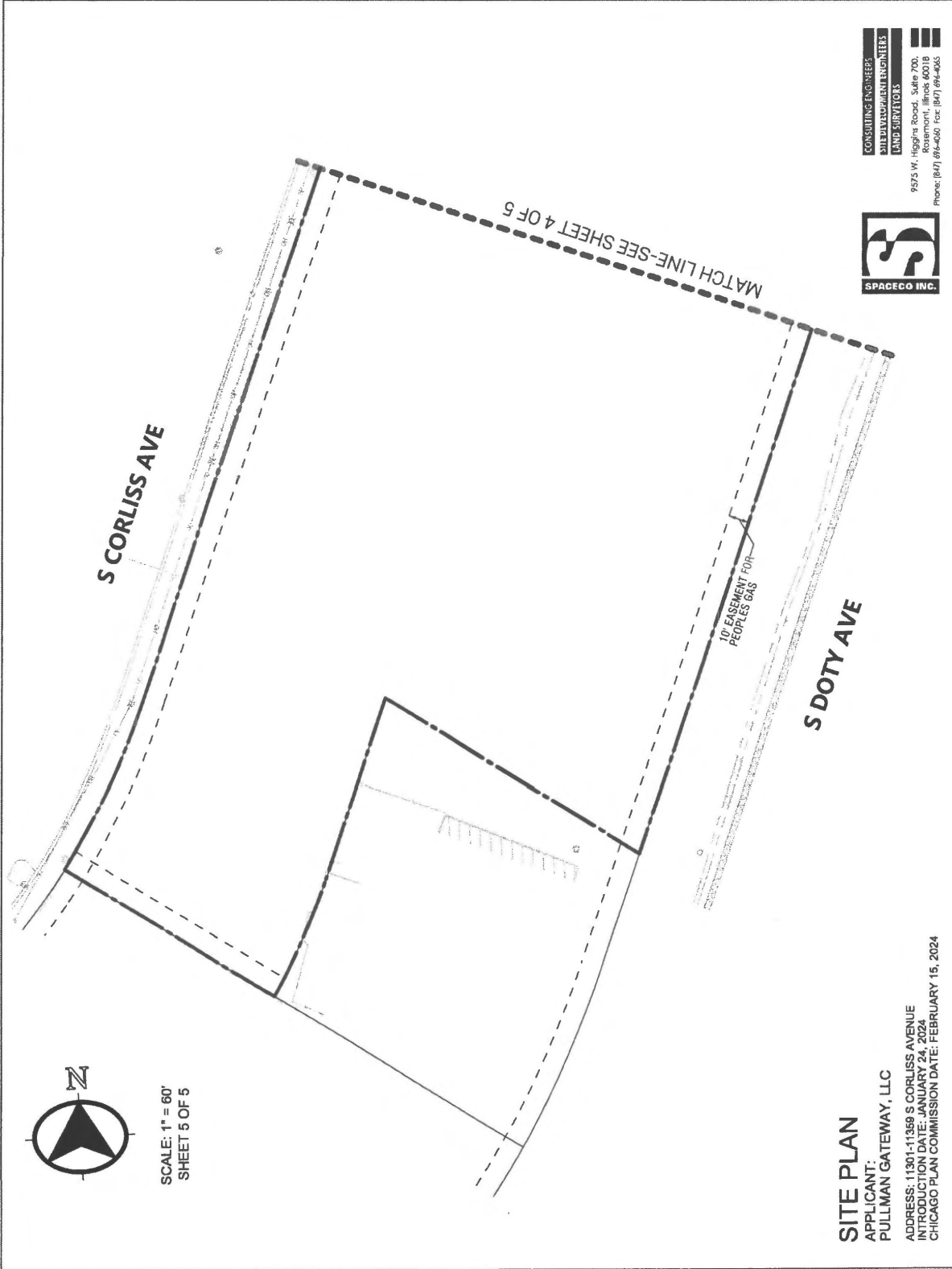
**SITE PLAN**

APPLICANT:  
PULLMAN GATEWAY, LLC  
ADDRESS: 11301-11359 S CORLISS AVENUE  
INTRODUCTION DATE: JANUARY 24, 2024  
CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024



CONSULTING ENGINEER  
SPECIALIZED ENGINEERS  
LAND SURVEYOR  
9375 W. Higgins Road, Suite 700,  
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Phone: (847) 696-6060 Fax: (847) 696-6065

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CONSULTING ENGINEERS  
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 LAND SURVEYORS

9575 W. Higgins Road, Suite 200,  
 Rosemont, IL 60018  
 Phone: (847) 694-4560 Fax: (847) 694-4455

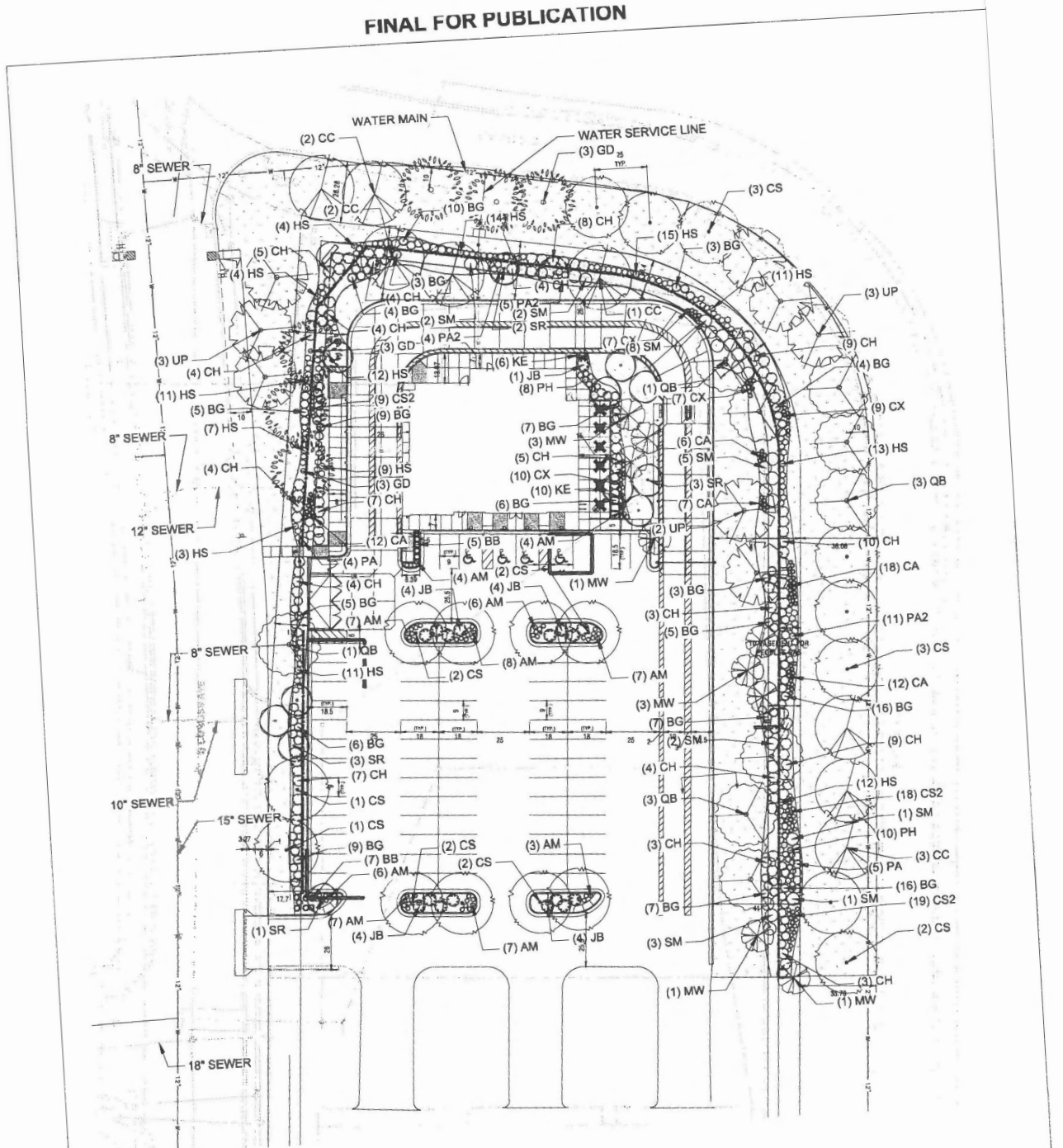


**SITE PLAN**

APPLICANT:  
 PULLMAN GATEWAY, LLC

ADDRESS: 11301-11359 S CORLISS AVENUE  
 INTRODUCTION DATE: JANUARY 24, 2024  
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LANDSCAPE PLANS (SUBAREA A)

APPLICANT:  
 PULLMAN GATEWAY, LLC

ADDRESS: 11301-11359 S CORLISS AVENUE  
 INTRODUCTION DATE: JANUARY 24, 2024  
 CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024

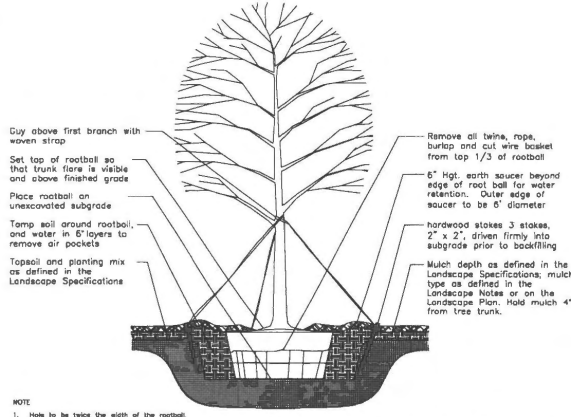


SCALE: 1" = 60'  
 SHEET 1 OF 2



1391 CORPORATE  
 DRIVE, SUITE 203  
 McHENRY, IL 60050  
 PHONE: 815.385.1778  
 FAX: 815.385.1781

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NOTE

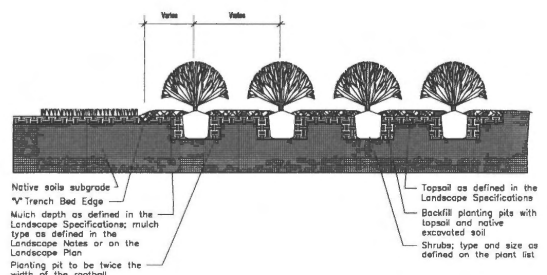
- Hole to be twice the width of the rootball.
- Do not heavily prune trees at planting. Prune only overgrown limbs, broken or dead branches; Do not remove the terminal buds of branches that extend to the edge of the crown.
- Each tree must be oriented such that the trunk flare is visible at the top of the rootball. Trees where the trunk flare is not visible shall be rejected. Do not cover the top of the rootball with soil, burlap to be held back 4" away from trunk.
- Remove Guy Wires and Staking when warranty period has expired (after one year).

1 TREE PLANTING

SCALE: NTS

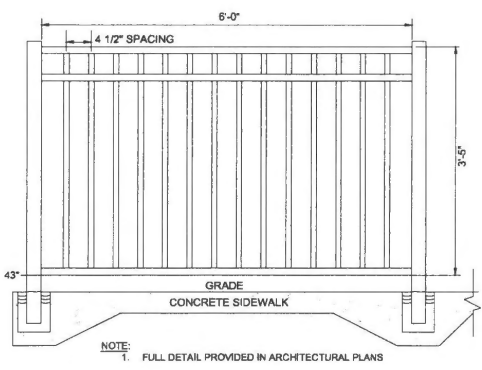
PLANT SCHEDULE

CODE	QTY	BOTANICAL / COMMON NAME	SIZE
<b>DECIDUOUS TREES</b>			
CS	18	CATALPA SPECIOSA / NORTHERN CATALPA	2.5" CAL
CC	8	CELTIS OCCIDENTALIS 'CHICAGOLAND' / CHICAGOLAND HACKBERRY	2.5" CAL
GD	6	GYMNOCLADUS DIOICUS 'ESPRESSO' / KENTUCKY COFFEETREE	2.5" CAL
QB	9	QUERCUS BICOLOR / SWAMP WHITE OAK	2.5" CAL
UP	8	ULMUS AMERICANA 'PRINCETON' / PRINCETON AMERICAN ELM	2.5" CAL
<b>ORNAMENTAL TREES</b>			
MW	9	MAELURIA POMIFERA 'WHITE SHIELD' / WHITE SHIELD OSAGE ORANGE	2.5" CAL
SR	13	SYRINGA RETICULATA / JAPANESE TREE LILAC	2.5" CAL
<b>DECIDUOUS SHRUBS</b>			
BG	110	BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD	5 GAL.
CH	94	CORNUS ALBA 'BAILHALO' / IVORY HALØ TATARIAN DOGWOOD	5 GAL.
HS	119	HYDRANGEA MACROPHYLLA 'HORTHAMP' / SEASIDE SERENADE® HAMPTONS HYDRANGEA	5 GAL.
PA2	23	PHYSCOCARPUS ALTERNANS / DWARF NINEBARK	5 GAL.
SM	24	SYRINGA PATULA 'MISS KIM' / MISS KIM KOREAN LILAC	5 GAL.
<b>EVERGREEN SHRUBS</b>			
JB	17	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / BLUE CHIP CREEPING JUNIPER	5 GAL.
<b>GRAMINOIDES</b>			
CA	55	CAREX AESTIVALIS / SUMMER SEDGE	1 GAL.
CS2	48	CAREX SCAPOSA / CHERRY BLOSSOM SEDGE	1 GAL.
CX	33	CAREX X 'CHINA BLUE' / CHINA BLUE SEDGE	1 GAL.
<b>GRASSES</b>			
BB	12	BOUTELLOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION BLUE GRAMA	1 GAL.
PH	18	PANICUM VIRGATUM 'HEAVY METAL' / HEAVY METAL SWITCH GRASS	1 GAL.
<b>PERENNIALS</b>			
AM	58	ACHILLEA X 'MOONSHINE' / MOONSHINE YARROW	1 GAL.
KE	16	KNIPHOFIA X 'ECHO ROJO' / ECHO ROJO RED HOT POKER	1 GAL.
PA	10	PEROVSKIA ABROTANOIDES / RUSSIAN SAGE	1 GAL.



2 SHRUB PLANTING

SCALE: NTS



3 ORNAMENTAL METAL FENCE

SCALE: NTS

SITE CALCULATIONS

LANDSCAPE REQUIREMENTS

PARKWAY TREES

ONE TREE PER 25 LINEAR FEET (LF) OF FRONTAGE IS REQUIRED IN PARKWAYS

AREA/MATERIAL	ORDINANCE	REQUIRED	PROVIDED
614 LF	1 TREE PER 25 LF	23	23

PARKING LOT & VEHICULAR USE AREA

FOR PARKING LOTS AND VEHICULAR USE AREA SCREENING, A CONTINUOUS SCREENING HEDGE, MAINTAINED BETWEEN 30" AND 48" IN HEIGHT AND TREE PLANTINGS AT ONE PER TWENTY-FIVE (25) FEET ARE REQUIRED.

AREA/MATERIAL	ORDINANCE	REQUIRED	PROVIDED
697 LF	1 TREE PER 25 LF	28	28

INTERNAL PLANTING

FOR PARKING LOTS BETWEEN 4500 AND 30000 SF, 7.5 PERCENT OF TOTAL AREA SHALL BE LANDSCAPED INTERNALLY, ONE TREE (4-INCH MINIMUM CALIPER IN THE GREATER DOWNTOWN AREA) IS REQUIRED PER 125 SF OF REQUIRED INTERNAL LANDSCAPED AREA

AREA/MATERIAL	ORDINANCE	REQUIRED	PROVIDED
34,454 SF	7.5% OF SF	2,584 SF	3,204 SF
2,584 SF	1 TREE PER 125 SF	20	20

LANDSCAPE PLANS (SUBAREA A)

APPLICANT:  
PULLMAN GATEWAY, LLC

ADDRESS: 11301-11359 S CORLISS AVENUE  
INTRODUCTION DATE: JANUARY 24, 2024  
CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024

Notes:

- New topsoil is required throughout the fullest dimensions of all aforementioned parkway 2'-6" deep. All construction spill such as debris, garbage, barricades, limestone, black top, slag, and all other non-topsoil items must be removed from each parkway prior to soil installation.
- All required landscaping within public right-of-way to be replaced if needed, for a minimum of five (5) years by the original applicant and any subsequent owners.
- Guying and staking are prohibited on parkway trees.

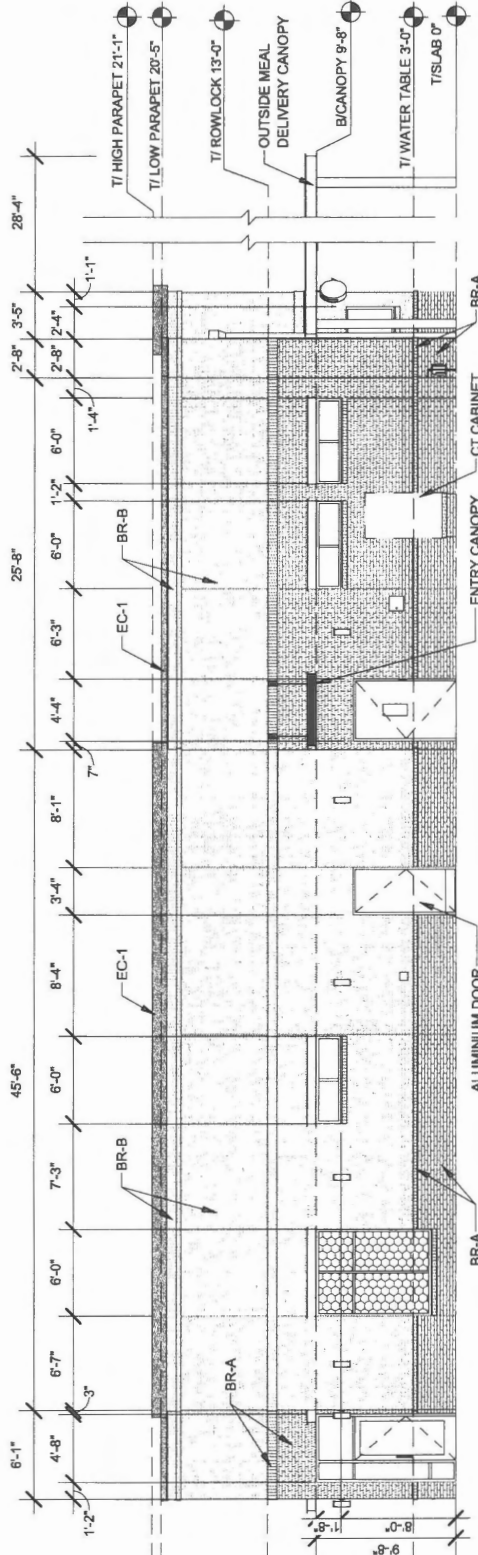


1391 CORPORATE DRIVE, SUITE 203  
McHENRY, IL 60050  
PHONE: 815.385.1778  
FAX: 815.385.1781

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**LEGEND**

	BR-B: BRICK VENEER (ACCENT) - COLOR: LIGHT BROWN - SIZE: MODULAR
	BR-A: BRICK VENEER (PRIMARY) - COLOR: DARK BROWN - SIZE: MODULAR
	EC-1: PREFINISHED METAL COPING - COLOR: MIDNIGHT BRONZE



**CHIPMAN DESIGN  
ARCHITECTURE INC**  
1150 E TOUCHY AVE  
FIRST FLOOR EAST  
DES PLAINES, IL 60018  
TEL: 847.298.6900

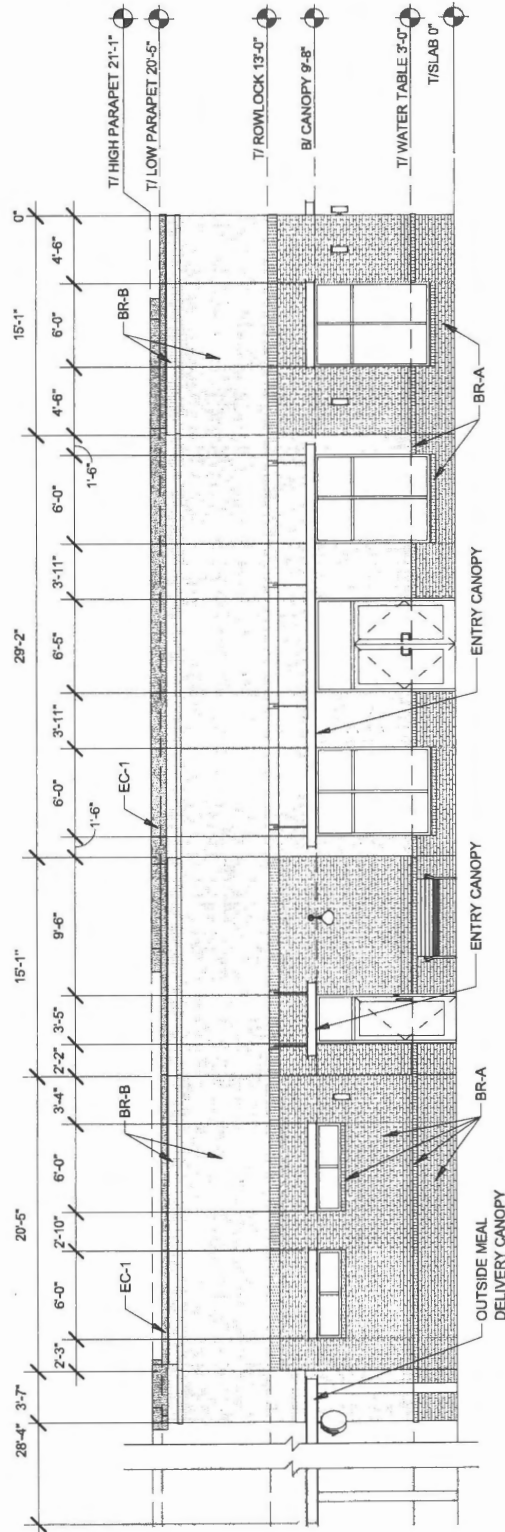
**NORTH ELEVATION**

**APPLICANT:**  
PULLMAN GATEWAY, LLC  
**ADDRESS:** 11301-11359 S CORLISS AVENUE  
**INTRODUCTION DATE:** JANUARY 24, 2024  
**CHICAGO PLAN COMMISSION DATE:** FEBRUARY 15, 2024

FINAL FOR PUBLICATION

**LEGEND**

	BR-B: BRICK VENEER (ACCENT) - COLOR: LIGHT BROWN - SIZE: MODULAR
	BR-A: BRICK VENEER (PRIMARY) - COLOR: DARK BROWN - SIZE: MODULAR
	EC-1: PREFINISHED METAL COPING - COLOR: MIDNIGHT BRONZE



**CHIPMAN DESIGN  
ARCHITECTURE INC**  
 1150 E TOUHY AVE  
 FIRST FLOOR EAST  
 DES PLAINES, IL 60018  
 TEL: 847.298.6900

**SOUTH ELEVATION**

APPLICANT:  
**PULLMAN GATEWAY, LLC**  
 ADDRESS: 11301-11359 S CORLISS AVENUE  
 INTRODUCTION DATE: JANUARY 24, 2024  
 CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024

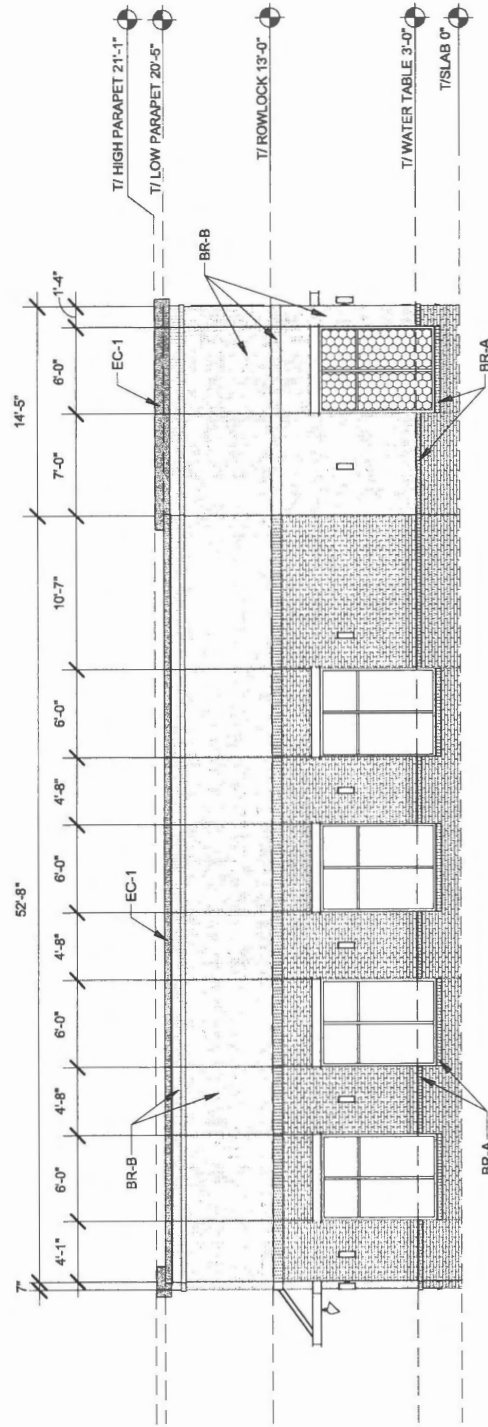
FINAL FOR PUBLICATION



CHIPMAN DESIGN  
ARCHITECTURE INC  
1350 E TOUHY AVE  
FIRST FLOOR EAST  
DES PLAINES, IL 60018  
TEL: 847.298.4900

**LEGEND**

	BR-B: BRICK VENEER (ACCENT) - COLOR: LIGHT BROWN - SIZE: MODULAR
	BR-A: BRICK VENEER (PRIMARY) - COLOR: DARK BROWN - SIZE: MODULAR
	EC-1: PREFINISHED METAL COPING - COLOR: MIDNIGHT BRONZE



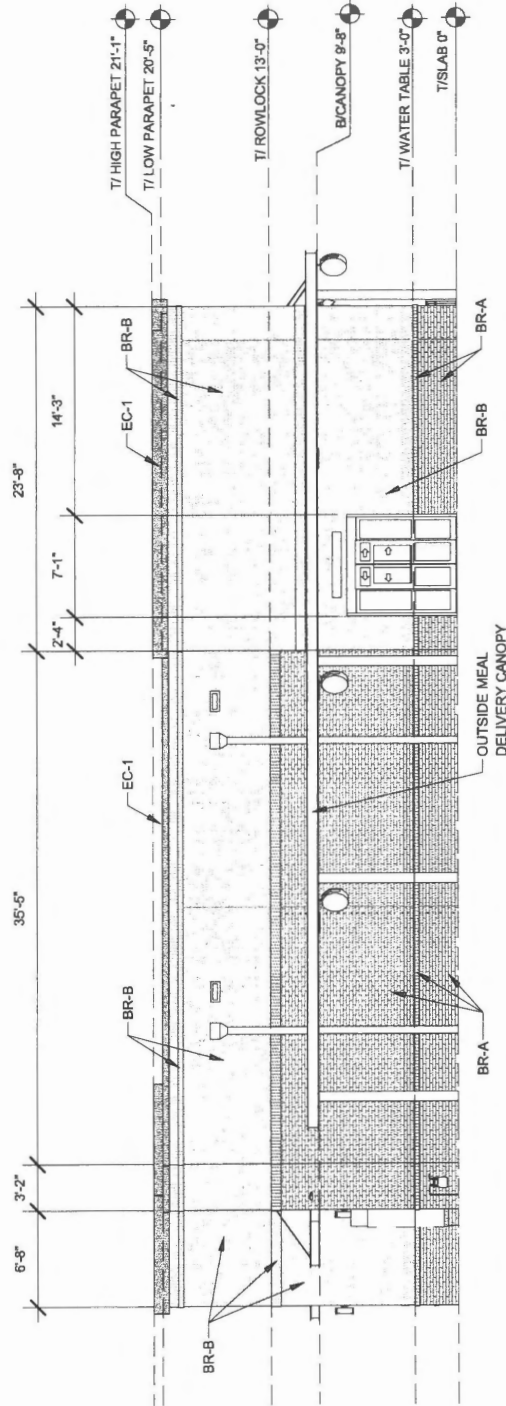
EAST ELEVATIONS

APPLICANT:  
PULLMAN GATEWAY, LLC  
ADDRESS: 11301-11359 S CORLISS AVENUE  
INTRODUCTION DATE: JANUARY 24, 2024  
CHICAGO PLAN COMMISSION DATE: FEBRUARY 15, 2024

FINAL FOR PUBLICATION

**LEGEND**

	BR-B: BRICK VENEER (ACCENT) - COLOR: LIGHT BROWN - SIZE: MODULAR
	BR-A: BRICK VENEER (PRIMARY) - COLOR: DARK BROWN - SIZE: MODULAR
	EC-1: PREFINISHED METAL COPING - COLOR: MIDNIGHT BRONZE



**CHIPMAN DESIGN  
ARCHITECTURE INC**  
 1150 E LOUHY AVE  
 FIRST FLOOR EAST  
 DES PLAINES, IL 60018  
 TEL: 847.298.6900

**WEST ELEVATION**

**APPLICANT:**  
 PULLMAN GATEWAY, LLC  
**ADDRESS:** 11301-11389 S CORLISS AVENUE  
**INTRODUCTION DATE:** JANUARY 24, 2024  
**CHICAGO PLAN COMMISSION DATE:** FEBRUARY 15, 2024

*Reclassification Of Area Shown On Map No. 28-G.*  
(Application No. 22348)  
(Common Address: 1350 -- 1352 W. 112<sup>th</sup> St.)

[O2024-0007282]

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

SECTION 1. That Title 17 of the Municipal Code, 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 28-G in the area bounded by:

the public alley north and parallel to West 112<sup>th</sup> Street; a line 99 feet east of and parallel to South Loomis Street; West 112<sup>th</sup> Street; and a line 49 feet east of and parallel to South Loomis Street,

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.

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*Reclassification Of Area Shown On Map No. 30-F.*  
(Application No. A-8863)  
(Common Address: 146 W. 127<sup>th</sup> St.)

[O2023-0005956]

*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 30-F in the area bounded by:

West 127<sup>th</sup> Street; a line 327.01 feet east of and parallel to South Wentworth Avenue; West 127<sup>th</sup> Street; and a line 174.25 feet east of and parallel to South Wentworth Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after its passage and publication.

## ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 21, 2024.

*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 February 20, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number SO2024-0007343 for amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for religious assembly permits in Planned Manufacturing District Number 11 located in the 25<sup>th</sup> Ward.

Pages 1 and 2 contain various large signs over 100 square feet in area and 24 feet above grade in the 3<sup>rd</sup>, 15<sup>th</sup>, 21<sup>st</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 32<sup>nd</sup>, 41<sup>st</sup>, 43<sup>rd</sup> and 46<sup>th</sup> Wards.

Lastly, pages 2 through 12 contain various map amendments in the 1<sup>st</sup>, 9<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, 21<sup>st</sup>, 23<sup>rd</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 30<sup>th</sup>, 32<sup>nd</sup>, 35<sup>th</sup>, 36<sup>th</sup>, 38<sup>th</sup>, 40<sup>th</sup>, 44<sup>th</sup>, 45<sup>th</sup> and 49<sup>th</sup> 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell 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):

658 W. Belden Ave.  
(Permit No. 101040259)

[Or2024-0007503]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Bad Apple

(\* 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: 658 West Belden Avenue, Chicago, Illinois 60614

Zoning District: B3-3

DOB Sign Permit Application Number: 101040259

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: BACP1900074
- 5. Dimensions: length, 40 feet, 0 inches; height, 6 feet, 0 inches  
Total square feet in area: 240 feet, 0 inches
- 6. Height above grade: 9 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: Thatcher Oaks Awnings

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.

658 W. Belden Ave.  
(Permit No. 101040261)

[Or2024-0007502]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Bad Apple

(\* 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: 658 West Belden Avenue, Chicago, Illinois 60614

Zoning District: B3-3

DOB Sign Permit Application Number: 101040261

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: BACP1900074
5. Dimensions: length, 24 feet, 0 inches; height, 6 feet, 0 inches  
Total square feet in area: 144 feet, 0 inches
6. Height above grade: 9 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South/West
8. Name of Sign Contractor/Erector: Thatcher Oaks Awnings

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.

4547 N. Broadway  
(Permit No. 101041012)

[Or2024-0007779]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Mobile Generation Prepaid 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: 4547 North Broadway, Chicago, Illinois 60640

Zoning District: B3-3

DOB Sign Permit Application Number: 101041012

Sign Details:

1. On-premises:  X  Or Off-premises:  \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign:  \_\_\_\_\_
3. Number of sign faces:  3
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1903121
5. Dimensions: length, 10 feet, 0 inches; height, 4 feet, 0 inches  
Total square feet in area: 40 feet, 0 inches
6. Height above grade: 26 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Elevate Sign Group Ltd.

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.

4547 N. Broadway  
(Permit No. 101041044)

[Or2024-0007781]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Mobile Generation Prepaid 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: 4547 North Broadway, Chicago, Illinois 60640

Zoning District: B3-3

DOB Sign Permit Application Number: 101041044

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  3
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1903121
5. Dimensions: length, 10 feet, 0 inches; height, 4 feet, 0 inches  
Total square feet in area: 40 feet, 0 inches
6. Height above grade: 26 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Elevate Sign Group Ltd.

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.

4547 N. Broadway  
(Permit No. 101041045)

[Or2024-0007777]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Mobile Generation Prepaid 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: 4547 North Broadway, Chicago, Illinois 60640

Zoning District: B3-3

DOB Sign Permit Application Number: 101041045

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  3
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1903121
5. Dimensions: length, 10 feet, 0 inches; height, 4 feet, 0 inches  
Total square feet in area: 40 feet, 0 inches
6. Height above grade: 26 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Elevate Sign Group Ltd.

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.

1950 W. Carroll Ave.  
(Permit No. 101034994)

[Or2023-0007345]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Wm. J. Cassidy Tire & Auto Supply

(\* 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: 1950 West Carroll Avenue, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101034994

Sign Details:

1. On-premises:  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: 1879291
5. Dimensions: length, 10 feet, 3 inches; height, 5 feet,        inches  
Total square feet in area: 51 feet,        inches
6. Height above grade: 30 feet,        inches
7. Elevation (side of building or lot where the sign will be erected): West/South End
8. Name of Sign Contractor/Erector: Doyle Signs, 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.

1950 W. Carroll Ave.  
(Permit No. 101034995)

[Or2023-0007344]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Wm. J. Cassidy Tire & Auto Supply

(\* 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: 1950 West Carroll Avenue, Chicago, Illinois 60612

Zoning District: Planned Manufacturing District Number 4

DOB Sign Permit Application Number: 101034995

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, 15 feet, \_\_\_\_\_ inches; height, 6 feet, \_\_\_\_\_ inches  
Total square feet in area: 90 feet, \_\_\_\_\_ inches
6. Height above grade: 30 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Doyle Signs, 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.

362 W. Chicago Ave.  
(South Elevation)

[Or2024-0007347]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* 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: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:  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: \_\_\_\_\_
5. Dimensions: length, 36 feet, 6 inches; height, 7 feet, 3 inches  
Total square feet in area: 268 feet, \_\_\_\_\_ inches
6. Height above grade: 41 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
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.

362 W. Chicago Ave.  
(East Elevation)

[Or2024-0007348]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* 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: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

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): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 16 feet, 8 inches; height, 8 feet, 8 inches  
Total square feet in area: 149 feet, \_\_\_\_\_ inches
6. Height above grade: 50 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.

362 W. Chicago Ave.  
(West Elevation)

[Or2024-0007349]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* 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: 362 West Chicago Avenue, Chicago, Illinois 60654

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

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): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 16 feet, 8 inches; height, 8 feet, 8 inches  
Total square feet in area: 149 feet, \_\_\_\_\_ inches
- 6. Height above grade: 53 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.

*905 W. Fulton Market.*

[Or2024-0007354]

*Ordered,* That the City Council hereby approves the following sign application submitted by:

Applicant\*: FVH Jars 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: 905 West Fulton Market, Chicago, Illinois 60607

Zoning District: Planned Development Number 134

DOB Sign Permit Application Number: 101003728

Sign Details:

1. On-premises:  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: BACP1779223
5. Dimensions: length, 3 feet, 10 inches; height, 3 feet, 10 inches  
Total square feet in area: 15 feet, \_\_\_\_\_ inches
6. Height above grade: 9 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Doyle Signs, 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.

124 N. Sangamon St.  
(Permit No. 101042899)

[Or2024-0007497]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Haymarket Center

(\* 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: 124 North Sangamon Street, Chicago, Illinois 60607

Zoning District: DX-3

DOB Sign Permit Application Number: 101042899

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 3
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1911500
5. Dimensions: length, 21 feet, 5 inches; height, 6 feet, 0 inches  
Total square feet in area: 129 feet, 0 inches
6. Height above grade: 17 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Thatcher Oaks Awnings

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.

124 N. Sangamon St.  
(Permit No. 101042900)

[Or2024-0007499]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Haymarket Center

(\* 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: 124 North Sangamon Street, Chicago, Illinois 60607

Zoning District: DX-3

DOB Sign Permit Application Number: 101042900

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  3
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: BACP1911500
5. Dimensions: length, 21 feet, 5 inches; height, 6 feet, 0 inches  
Total square feet in area: 129 feet, 0 inches
6. Height above grade: 17 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Thatcher Oaks Awnings

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.

564 W. Taylor St.  
(Permit No. 101039757)

[Or2024-0007080]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Raising Cane's Restaurant 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: 564 West Taylor Street, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: 101039757

Sign Details:

1. On-premises:  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): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 15 feet, 6 inches; height, 9 feet, 0 inches  
Total square feet in area: 139 feet, 6 inches
6. Height above grade: 12 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: All Right Sign, 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.

564 W. Taylor St.  
(Permit No. 101039758)

[Or2024-0007079]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Raising Cane's Restaurant 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: 564 West Taylor Street, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: 101039758

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, 16 feet, 0 inches; height, 8 feet, 0 inches  
Total square feet in area: 128 feet, 0 inches
6. Height above grade: 35 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Southwest Corner
8. Name of Sign Contractor/Erector: All Right Sign, 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.

11601 W. Touhy Ave.

[Or2024-0007498]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: United Cargo

(\* 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: 11601 West Touhy Avenue, Chicago, Illinois 60666

Zoning District: Planned Development Number 0

DOB Sign Permit Application Number: 101041566

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, 21 feet, 4 inches; height, 3 feet, 11 inches  
Total square feet in area: 84 feet
- 6. Height above grade: 60 feet, 11 inches to top of sign or sign structure
- 7. Elevation (side of building or lot where the sign will be erected): East
- 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.

1414 S. Wabash Ave.

[Or2024-0007047]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* 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: 1414 South Wabash Avenue, Chicago, Illinois 60605

Zoning District: C2-5

DOB Sign Permit Application Number: \_\_\_\_\_

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): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 15 feet, 9 inches; height, 10 feet, 1 inch  
Total square feet in area: 189 feet, \_\_\_\_\_ inches
- 6. Height above grade: 60 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 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.

1242 W. Washington Blvd.  
(Permit No. 101011411)

[Or2024-0007350]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* 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: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011411

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, 6 feet, 0 inches; height, 3 feet, 0 inches  
Total square feet in area: 18 feet, 0 inches
- 6. Height above grade: 36 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): West Elevation
- 8. Name of Sign Contractor/Erector: Doyle Signs, 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.

1242 W. Washington Blvd.  
(Permit No. 101011412)

[Or2024-0007351]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* 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: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011412

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: BACP1802192
5. Dimensions: length, 2 feet, 6 inches; height, 12 feet, 0 inches  
Total square feet in area: 30 feet, 0 inches
6. Height above grade: 16 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, 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.

1242 W. Washington Blvd.  
(Permit No. 101011417)

[Or2024-0007352]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* 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: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011417

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: BACP1802192
- 5. Dimensions: length, 23 feet, 0 inches; height, 2 feet, 5 inches  
Total square feet in area: 56 feet, 0 inches
- 6. Height above grade: 36 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): East Elevation
- 8. Name of Sign Contractor/Erector: Doyle Signs, 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.

1242 W. Washington Blvd.  
(Permit No. 101011419)

[Or2024-0007353]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Extra Space Storage

(\* 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: 1242 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: Planned Development Number 144

DOB Sign Permit Application Number: 101011419

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: BACP1802192
5. Dimensions: length, 23 feet, 0 inches; height, 2 feet, 5 inches  
Total square feet in area: 56 feet, 0 inches
6. Height above grade: 36 feet,  \_\_\_\_\_  inches
7. Elevation (side of building or lot where the sign will be erected): North Elevation
8. Name of Sign Contractor/Erector: Doyle Signs, 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.

1435 W. Webster Ave.  
(Permit No. 101040295)

[Or2024-0006748]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Advocate

(\* 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: 1435 West Webster Avenue, Chicago, Illinois 60614

Zoning District: C2-2

DOB Sign Permit Application Number: 101040295

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, 47 feet, 6 inches; height, 5 feet, 2 inches  
Total square feet in area: 245 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: VanBruggen

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.

1435 W. Webster Ave.  
(Permit No. 101040434)

[Or2024-0006751]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Advocate

(\* 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: 1435 West Webster Avenue, Chicago, Illinois 60614

Zoning District: C2-2

DOB Sign Permit Application Number: 101040434

Sign Details:

1. On-premises:  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): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 55 feet, 1 inch; height, 6 feet, 0 inches  
Total square feet in area: 331 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: VanBruggen

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.

2724 W. 21<sup>st</sup> St.  
(Permit No. 101020803)

[Or2024-0007061]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Frank Uhler

(\* 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: 2724 West 21<sup>st</sup> Street, Chicago, Illinois 60608

Zoning District: M1-2

DOB Sign Permit Application Number: 101020803

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: BACP1770014
5. Dimensions: length, 2 feet, 8 inches; height, 15 feet, \_\_\_\_\_ inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
6. Height above grade: 30 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): 60 feet
8. Name of Sign Contractor/Erector: Magic Sign Design

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.

2724 W. 21<sup>st</sup> St.  
(Permit No. 101020804)

[Or2024-0007103]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Frank Uhler

(\* 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: 2724 West 21<sup>st</sup> Street, Chicago, Illinois 60608

Zoning District: M1-2

DOB Sign Permit Application Number: 101020804

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: BACP1770014
5. Dimensions: length, 2 feet, 8 inches; height, 15 feet, \_\_\_\_\_ inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
6. Height above grade: 30 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): 60 feet
8. Name of Sign Contractor/Erector: Magic Sign Design

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.

2724 W. 21<sup>st</sup> St.  
(Permit No. 101020805)

[Or2024-0007097]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Frank Uhler

(\* 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: 2724 West 21<sup>st</sup> Street, Chicago, Illinois 60608

Zoning District: M1-2

DOB Sign Permit Application Number: 101020805

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: BACP1770014
5. Dimensions: length, 2 feet, 8 inches; height, 15 feet, \_\_\_\_\_ inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
6. Height above grade: 30 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): 60 feet
8. Name of Sign Contractor/Erector: Magic Sign Design

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.

2724 W. 21<sup>st</sup> St.  
(Permit No. 101020806)

[Or2024-0007091]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Frank Uhler

(\* 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: 2724 West 21<sup>st</sup> Street, Chicago, Illinois 60608

Zoning District: M1-2

DOB Sign Permit Application Number: 101020806

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: BACP1770014
- 5. Dimensions: length, 2 feet, 8 inches; height, 15 feet, \_\_\_\_\_ inches  
Total square feet in area: 40 feet, \_\_\_\_\_ inches
- 6. Height above grade: 30 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): 60 feet
- 8. Name of Sign Contractor/Erector: Magic Sign Design

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.

3501 W. 26<sup>th</sup> St.

[Or2024-0006755]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Jerome Montgomery

(\* 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: 3501 West 26<sup>th</sup> Street, Chicago, Illinois 60623

Zoning District: B3-2

DOB Sign Permit Application Number: 101041463

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: BACP1903643
5. Dimensions: length, 6 feet, 0 inches; height, 29 feet, 8 inches  
Total square feet in area: 178 feet, 0 inches
6. Height above grade: 15 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: TFA 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.



221 W. 83<sup>rd</sup> St.  
(Permit No. 101028209)

[Or2024-0007501]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Buddy Bear Car Wash

(\* 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: 221 West 83<sup>rd</sup> Street, Chicago, Illinois 60620

Zoning District: Planned Development Number 966

DOB Sign Permit Application Number: 101028209

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, 11 inches; height, 10 feet, 9 inches  
Total square feet in area: 139 feet, 0 inches
6. Height above grade: 14 feet, 9 inches
7. Elevation (side of building or lot where the sign will be erected): South
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.

221 W. 83<sup>rd</sup> St.  
(Permit No. 101028225)

[Or2024-0007500]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Buddy Bear Car Wash

(\* 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: 221 West 83<sup>rd</sup> Street, Chicago, Illinois 60620

Zoning District: Planned Development Number 966

DOB Sign Permit Application Number: 101028225

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  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, 11 inches; height, 10 feet, 9 inches  
Total square feet in area: 139 feet, 0 inches
6. Height above grade: 14 feet, 9 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.

**AGREED CALENDAR.**

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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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

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

Sponsored by the alderpersons 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*

**ALDERPERSON HARRIS (8<sup>th</sup> Ward):**

***RECOGNITION OF LOANN J. HONESTY KING ON REACHING MILESTONE OF PEARL SOROR.***

[R2024-0007762]

WHEREAS, Soror Loann J. Honesty King was initiated in Beta Chapter, Alpha Kappa Alpha Sorority, Inc.® in Chicago, Illinois in 1959 and has been an active financial member since the day of her initiation; executive committee, archives, auditing, and budget and finance committees; and

WHEREAS, Her record of sorority service and leadership is extensive. She has served as central region historian since 2011; served as basileus of both Beta and Theta Omega chapters; was elected, as an undergraduate, to the National Nominating Committee; served as Supreme Tamiouchos (1976 -- 1980); was an incorporator and the first treasurer (1980 -- 1982) of the Educational Advancement Foundation; was a consultant to the corporate office; chaired the National Finance Committee and National Economic Development Subcommittee; chaired the sorority's first Economic Development Conference; served as the 21<sup>st</sup> Central Regional Director (1986 -- 1990); and served as the Centennial International Program Committee chairman (2006 -- 2010); and

WHEREAS, Following her tenure as the 21<sup>st</sup> Central Regional Director, she authored the first edition of *The History of Central Region -- Pledged to Remember* in 1997, and in 2006, authored an extension of that work in a second edition and a third edition in 2014. The fourth edition of the history was published this year (2024), an extension of those works. In 2015, she was commissioned to write *Philanthropy in Perpetuity -- A History of the Alpha Kappa Alpha Educational Advancement Foundation, Inc.* for the 35<sup>th</sup> anniversary of EAF; and

WHEREAS, Soror King reaches the milestone of Pearl Soror this year, 2024, and is a life member, a charter member of the Heritage Club, a member of the Capital Improvement Project (CIP), a member of the Loraine Green Club, and a charter life contributor to the Educational Advancement Foundation; and

WHEREAS, In recognition of her outstanding service, Soror King was the recipient of the sorority's highest honor for sorors -- the Founders' Graduate Service Award -- at the Centennial Boule in 2008. In 2022, at the 88<sup>th</sup> (2022) Central Regional Conference, the Loann J. Honesty King EAF Endowment was capitalized; and

WHEREAS, Soror King's volunteer and community service has not been limited to the sorority. She has received many notable recognitions and awards for her community and professional service; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby recognize Loann J. Honesty King on reaching the Pearl Membership Milestone (65 years) of Alpha Kappa Alpha Sorority, Inc.® -- Theta Omega Chapter; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Soror Loann J. Honesty King.

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*Presented By*

**ALDERPERSON RAMIREZ (12<sup>th</sup> Ward):**

**TRIBUTE TO LATE CHARLES J. MUELLER.**

[R2024-0007763]

WHEREAS, Charles J. Mueller, born on December 18, 1917, and bidding farewell on April 14, 1991, was a man whose life left an indelible mark on both his family and the community he called home. Born on 38<sup>th</sup> Place and later departing from this world on 38<sup>th</sup> Street, nestled between California and Kedzie in Chicago, Charles' journey epitomized a commitment to hard work, family and community service; and

WHEREAS, At the tender age of six, Charles made a courageous decision to leave school, shouldering the responsibility of helping provide for his family. This early sacrifice set the tone for a lifetime of dedication and resilience. For an astounding 50 years, Charles

devoted his professional life to the Crane Company, embodying loyalty and steadfastness in every task; and

WHEREAS, In 1940, Charles married his beloved wife, Constance, forging a partnership that would stand the test of time. Together, they raised a daughter, Joanne, and a son, Charles John. Charles John, inspired by his father's commitment to service, went on to join the Army and later served as a Chicago police officer for 15 years, continuing the family legacy of public service; and

WHEREAS, Charles' impact extended beyond his professional and family life. He played a pivotal role in the success of Cal's Collision, a neighborhood body shop on 38<sup>th</sup> Street, which thrived for an impressive 50 years. His dedication to the community, both through his work and personal endeavors, became a source of inspiration for those who knew him; and

WHEREAS, Today, we honor Charles J. Mueller for a lifetime devoted to hard work, sacrifice and community building. His legacy serves as a testament to the enduring power of dedication and the profound impact one individual can have on those around them. May this award stand as a symbol of gratitude for Charles' contributions and an inspiration for generations to come; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of February 2024, do hereby honor the life and memory of Charles J. Mueller and extend our heartfelt condolences to his family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Charles J. Mueller.

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*Presented By*

**ALDERPERSON RODRÍGUEZ (22<sup>nd</sup> Ward):**

**CONGRATULATIONS EXTENDED TO JOSEPH L. BELMAN ON 100<sup>TH</sup> BIRTHDAY.**  
[R2024-0007770]

WHEREAS, Joseph L. Belman celebrates a century of resilience, dedication, service and a life well lived on February 20, 2024, his 100<sup>th</sup> birthday; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Michael D. Rodriguez, Alderperson of the 22<sup>nd</sup> Ward; and

WHEREAS, On February 20, 1924, in the small town of Pontiac, Illinois, Joseph L. Belman was born into a world defined by a unique blend of simplicity and fortitude, and commenced on an extraordinary journey that would unfold across the canvas of decades and bear witness to the indomitable triumph of the human spirit; and

WHEREAS, Not merely a product of his time and place, Joe was a living testament to the enduring values that shaped the American Midwest; and

WHEREAS, Moving to Lockport, Illinois after being adopted into the caring embrace of Louise and Ireneo Belman, who imparted the lessons of diligence, responsibility and community that would form the cornerstones of Joe's character, Joe's roots became intricately woven into the very fabric of the town's storied history; and

WHEREAS, This idyllic setting along the Illinois and Michigan Canal provided the backdrop for Joe's formative years, with the rhythmic labor of his father on the railroad providing the soundtrack; in an era shadowed by economic challenges and political upheaval, Joe's family, like many others, found solace and sustenance in the simplicity of life -- cultivating their own garden and reaping the rewards of hard work; and

WHEREAS, However, Joe's journey wasn't just shaped by the broader strokes of history -- it was also molded by the nuances of personal interactions, human kindness and community; following an episode involving a stolen apple and a lesson in the transformative power of forgiveness and redemption, Father Gilbert redirected Joe's path through Joliet Catholic Academy, not only altering the course of Joe's education but also instilling a profound lesson about the importance of keeping one's word -- a principle that would resonate throughout Joe's lifetime; and

WHEREAS, Amidst the challenges of youth, Joe discovered an unexpected source of joy, tranquility and sanctuary from life's complexities in navigating the currents of the majestic Mississippi River; little did he know that this chapter of serenity would eventually yield to the call of duty, leading him to enlist in the Air Force during the tumultuous years of World War II; and

WHEREAS, As a B-17 Flying Fortress ball turret gunner, Joe's 35 combat missions thrust him into the perilous skies over Germany, exposing him to the capricious nature of anti-aircraft fire, the relentless threat of enemy fighters and the unpredictability of wartime existence, like nothing but a frozen orange saving him from flak; and

WHEREAS, Returning to the United States in April 1945, Joe was discharged in October 1945 as a staff sergeant at Amarillo, Texas and embarked on a unique journey home that resonates with the extraordinary camaraderie of a bygone era -- hitchhiking through the vast expanse of the country, encountering acts of kindness that, in today's world, might seem unimaginable; and

WHEREAS, After returning home, Joe's life took a new direction in 1947, as he married Irene, and together they would share 59 wonderful years; and

WHEREAS, Joe's commitment to service and advocacy didn't end with his discharge; his enduring dedication to his community was showcased through his involvement with the Citizens' Utility Board, the Will County Jury Commission, the American GI Forum and the Illinois Hispanic Democratic Council, receiving numerous accolades, including the William Velasquez Volunteer of the Year Award in 1993 and the Leadership Award from United States Hispanic Leadership Institute and the Illinois Hispanic Democratic Council in 1996; and

WHEREAS, With an indomitable spirit and commitment to community service, Joe's impact extended far beyond his formal roles -- whether through his involvement in youth development, coaching various sports or his leadership in workers' unions, Joe's passion for mentorship, community and advocacy always shone through; and

WHEREAS, One of Joe's proudest achievements during his tenure as chairman of the Satar Sanchez Chapter of the GI Forum was the dedication of a school and park in honor of Satar Sanchez, a decorated World War II hero; rooted in personal connections and shared history, this dedication reflected Joe's commitment to preserving the legacy of those who had served alongside him; and

WHEREAS, While Joe's careers throughout his life were varied and diverse, including construction at the Argonne National Laboratory, it was his time working on the Steamboat MacKenzie, navigating the Mississippi River once more, that brought him unparalleled joy, with the tranquility of the river's currents mirroring the peace that came to characterize his life; and

WHEREAS, Joseph L. Belman's journey, from the tranquil waters of the Mississippi River to the tumultuous skies over Germany and back again, is a testament to the resilience, dedication to community and enduring spirit that characterizes the Greatest Generation, and his life and his work stand as living testaments to the triumph of the human spirit in the face of adversity, exemplifying the principles of democracy, equality and empowerment that continue to inspire and guide generations to come; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby congratulate Joseph L. Belman on his 100<sup>th</sup> birthday, and wish him continued success and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph L. Belman as a token of our esteem, honor and respect.

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*Presented By*

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward):**

**RECOGNITION OF JOSÉ CRUZ ALBA AND ALBA NATIONAL MUSEUM OF MEXICAN ART MARIACHI POTOSINO EXHIBITION.**

[R2024-0007885]

WHEREAS, The National Museum of Mexican Art (NMMA) was founded to stimulate knowledge and appreciation of Mexican art and culture from both sides of the border through a significant permanent collection of Mexican art, rich visual and performing arts programs, and high-quality arts education programs; and

WHEREAS, Over the years, the institution has grown, its audience has broadened and its reach now extends across the United States and beyond; and

WHEREAS, On February 24, 2024, a one-of-its-kind exhibition opens and recounts the story of José Cruz Alba (1918 -- 2002) and his immigrant journey from Iganico Allende, Durango to Chicago; and

WHEREAS, Archival photographs, videos, newspaper clippings and family interviews trace his life's work with members of *el Mariachi Potosino*, an active mariachi group from its founding in 1958 until it disbanded in 2019; and

WHEREAS, During those years, *Mariachi Potosino* became an integral part of family celebrations, community events, city parades, protests and political gatherings in Chicago Mexican communities and beyond; and

WHEREAS, The music he carried became a flag of identity, an immediately identifiable cultural touchstone and a bridge to home; and

WHEREAS, Most of what has been written about the history of mariachi in the United States does not recognize Midwestern states and cities like Chicago as important centers of mariachi performance; and

WHEREAS, *Mariachi Potosino's* musical journey helped establish mariachi as an important and unique musical genre, while paralleling the growth of Mexican cultural identity across the entire country; and

WHEREAS, This important exhibit was co-curated by Rita Arias Jirasek and Roberto Vargas; and

WHEREAS, Roberto Vargas is the proud nephew of José Cruz Alba and recognized *Mariachi Potosino* had made a significant impact to the City of Chicago and the musical genre nationally that he brought the concept for this exhibit to the NMMA in January of 2023; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on February 21, 2024, do hereby honor the NMMA, José Cruz Alba and all who formed the original *Mariachi Potosino*: Amador Alba, Raul Aguirre, Rafael Gaspar, Nestor Gomez, Pedro Meza and Viviano Meza, as well as long-time members, Alfonso Aiello, Andrés Avalos, Alfonso Castillo, Angel Gonzalez, David Gonzalez, José Hernandez, Ramon Isabola, Jesus Pantoja, Ruben Vasquez, Beto, José Ma "Chema" Llanos and Cesar "Chayo" Villalobos; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the NMMA, each co-curator and the family of José Cruz Alba as a token of our respect, gratitude and best wishes for their bright and prosperous future.

**MATTERS PRESENTED BY THE ALDERPERSONS.**

***(Presented By Wards, In Order, Beginning  
With The 1<sup>st</sup> 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 -- 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:

Aldersperson	Location And Permit Number
<b>LA SPATA (1<sup>st</sup> Ward)</b>	North Greenview Avenue, at 1400 (signs to be posted at 1516 West Blackhawk Street) (handicapped permit parking); [O2024-0007909]
	West Augusta Boulevard, at 2228 (handicapped permit parking); [O2024-0007900]
	North Bingham Street, at 2050 (handicapped permit parking) [O2024-0007898]

2/21/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

9889

Aldersperson

Location And Permit Number

*MITCHELL*  
(7<sup>th</sup> Ward)

South Colfax Avenue, at 8234 (Handicapped Parking Permit 133018);  
[O2024-0007902]

*RODRÍGUEZ*  
(22<sup>nd</sup> Ward)

South Kostner Avenue, at 2234 (Handicapped Parking Permit 133093);  
[O2024-0007901]

*SIGCHO-LOPEZ*  
(25<sup>th</sup> Ward)

West 22<sup>nd</sup> Place, at 1936 (Handicapped Parking Permit 130981);  
[O2024-0007903]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

South Lockwood Avenue, at 504 (Handicapped Parking Permit 132912);  
[O2024-0007774]

South Mason Avenue, at 103 (Handicapped Parking Permit 13982);  
[O2024-0007771]

North Mason Avenue, at 1526 (Handicapped Parking Permit 132694);  
[O2024-0007788]

North Massasoit Avenue, at 1431 (Handicapped Parking Permit 131532);  
[O2024-0007775]

North Mayfield Avenue, at 741 (Handicapped Parking Permit 132993);  
[O2024-0007778]

South Monitor Avenue, at 1139 (Handicapped Parking Permit 132692);  
[O2024-0007773]

West Quincy Street, at 5525 (Handicapped Parking Permit 132082);  
[O2024-0007730]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

North Troy Street, at 6054 (Handicapped Parking Permit 132499).  
[O2024-0007786]

*Referred* -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES AT 8027 S. CLYDE AVE.

(Except For Disabled)

[O2024-0007797]

Aldersperson Harris (8<sup>th</sup> Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles not displaying person with disability or disabled veteran state registration plates or parking decal at all times at 8027 South Clyde Avenue, Handicapped Parking Permit 130195, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF 15-MINUTE STANDING ZONE ON PORTION OF W. IRVING PARK RD.

[O2024-0007794]

Aldersperson Gardiner (45<sup>th</sup> Ward) presented a proposed ordinance to establish a 15-minute standing zone, with use of flashing lights required, at 4714 West Irving Park Road, north side, from a point 118 feet west of North Kilpatrick Avenue to a point 57 feet thereof, 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* -- INSTALLATION OF 1-HOUR PARKING LIMITATION SIGNS ON PORTION OF W. GALE ST.

[O2024-0007800]

Aldersperson Gardiner (45<sup>th</sup> Ward) presented a proposed ordinance for the installation of 1-hour parking limitation signs on West Gale Street, north side, from a point 30 feet east of North Milwaukee Avenue to a point 83 feet east thereof, to be in effect from 6:00 A.M. to 6:00 P.M., Mondays through Saturdays, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING BUFFER ZONE FOR ZONE 154.

[O2024-0007905]

Aldersperson La Spata (1<sup>st</sup> Ward) presented a proposed ordinance to establish a buffer zone for Residential Permit Parking Zone 154 at 1401 -- 1403 North Wicker Park Avenue and 1826 West Evergreen Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances 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:

Aldersperson	Location, Distance And Time
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**TABARES**  
(23<sup>rd</sup> Ward)

Amend Residential Permit Parking Zone 37 by including an extension to wraparound the side of 5158 South Springfield Avenue on West 52<sup>nd</sup> Street; and on West 52<sup>nd</sup> Street, from South Springfield Avenue to the first alley west thereof -- at all times -- all days;

[O2024-0007728]

**FUENTES**  
(26<sup>th</sup> Ward)

Amend Residential Permit Parking Zone 2253 established by an ordinance passed April 4, 2020 and published at page 15523 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, which reads: "1715 -- 1742 North Spaulding Avenue (east and west sides) -- Residential Permit Parking Zone 2253 -- 6:00 P.M. to 6:00 A.M." by striking: "1715 -- 1742" and inserting: "1714 -- 1742" in lieu thereof.

[O2024-0007719]

*Referred --* INSTALLATION OF TRAFFIC WARNING SIGNS.

Aldersperson Gardiner (45<sup>th</sup> Ward) presented proposed ordinances directing the Commissioner of Transportation to give consideration to the installation of traffic warning signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Hiawatha Avenue and North Tonty Avenue -- "All-Way Stop" sign;  
[O2024-0007796]

North Ionia Avenue and North Tonty Avenue -- "All-Way Stop" sign.  
[O2024-0007795]

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred --* ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

**BY ALDERPERSON RAMIREZ-ROSA (35<sup>th</sup> Ward):**

To classify as a B3-1 Community Shopping District instead of a B2-2 Neighborhood Mixed-Use District and C1-3 Neighborhood Commercial District the area shown on Map Number 7-J bounded by:

the alley next northwest of and parallel to North Allen Avenue; the alley next northeast of and parallel to North Milwaukee Avenue; North Allen Avenue; and North Milwaukee Avenue (common address: 2901 -- 2909 North Milwaukee Avenue).

[O2024-0007789]

*BY ALDERPERSON VASQUEZ (40<sup>th</sup> Ward):*

To classify as a B2-2 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

a line 53.04 feet north of and parallel to West Foster Avenue; North Paulina Street; West Foster Avenue; and the alley next west of and parallel to North Paulina Street (common address: 1700 -- 1706 West Foster Avenue).

[O2024-0007892]

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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 (1<sup>st</sup> Ward):**

*Referred -- CALL FOR HEARING(S) ON LOWERING CITYWIDE DEFAULT SPEED LIMIT FROM 30 MILES PER HOUR TO 25 MILES PER HOUR.*

[R2024-0007877]

A proposed resolution calling on the Committee on Pedestrian and Traffic Safety to hold a subject matter hearing on lowering the citywide default speed limit from 30 miles per hour to 25 miles per hour. Two committees having been called, the Committee on Pedestrian and Traffic Safety and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules.*

*Referred* -- EXEMPTION OF NOOK NORTH DAYCARE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0007890]

Also, a proposed ordinance to exempt Nook North Daycare from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2345 West North 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 ROBINSON (4<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-4-125 ESTABLISHING TASK FORCE ON POVERTY ELIMINATION AND ECONOMIC SECURITY.

[O2024-0007883]

A proposed ordinance to amend Title 2, Chapter 4 of the Municipal Code of Chicago by adding a new Section 2-4-125 directing the Mayor to create a Task Force on Poverty Elimination and Economic Security that shall investigate and formulate strategies to improve City departments' understanding of the root causes of poverty and economic insecurity; to measure economic security provided by a living wage and access to a livable standard of living; to educate City departments on impact poverty has on measures of economic stability; to collaborate with relevant departments to create policy to alleviate plight of poverty; and to ultimately reduce and eliminate poverty in the City, which was *Referred to the Committee on Health and Human Relations*.

Presented By

**ALDERPERSON RAMIREZ (12<sup>th</sup> 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:

South Western Boulevard, from West 35<sup>th</sup> Street to West 36<sup>th</sup> Street -- to be known as "Eric S. Hernandez Boulevard"; and

[O2024-0007865]

South Rockwell Street, from West 39<sup>th</sup> Place to West 40<sup>th</sup> Street -- to be known as "Nicholas Ramirez, Jr. Way".

[O2024-0007863]

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Presented By

**ALDERPERSON LOPEZ (15<sup>th</sup> Ward):**

*Referred -- CALL ON CLEMENCY INVESTIGATIONS, INC. TO INVESTIGATE CLAIMS OF INNOCENCE FILED BY INMATES CLAIMING INCARCERATION DUE TO COERCED CONFESSIONS VIA USE OF TORTURE.*

[R2024-0007842]

A proposed resolution calling on Clemency Investigations, Inc. to investigate claims of innocence made by Illinois Department of Corrections inmates Mr. George Anderson, Mr. Javon Deloney, Mr. Jerome Johnson, and Mr. James Lenoir regarding coerced confessions due to use of torture. Two committees having been called, the Committee on Public Safety and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

**ALDERPERSON LOPEZ (15<sup>th</sup> Ward)  
And OTHERS:**

*Referred -- CALL FOR HEARING(S) REGARDING IMPACT OF CHICAGO BOARD OF EDUCATION RESOLUTION 24-022-RS1 WHICH SEEKS TO DEVELOP NEW POLICY CODIFYING BEST PRACTICES FOR SCHOOL SAFETY.*

[R2024-0007871]

A proposed resolution, presented by Alderpersons Lopez, Beale, Chico, Ramirez, Quinn, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cruz, Cardona, Waguespack, Villegas, Sposato, Napolitano, Reilly, Lawson and Gardiner, calling on the Committee on Education and Child Development to hold a hearing regarding the potential impact of Chicago Board of Education Resolution 24-022-RS1 which seeks to develop a new districtwide policy that codifies best practices for a holistic approach to school safety and that addresses the root causes and contributing factors of the disproportionalities for different student groups. Two committees having been called, the Committee on Education and Child Development and the Committee on Police and Fire, the matter was *Referred to the Committee on Committees and Rules.*

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Presented By

**ALDERPERSON SIGCHO-LOPEZ (25<sup>th</sup> Ward):**

*Referred -- EXEMPTION OF CHRISTIAN RODRÍGUEZ, DOING BUSINESS AS MOTOR CAR SALES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.*

[O2024-0007891]

A proposed ordinance to exempt Christian Rodríguez, doing business as Motor Car Sales LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2658 West Cermak Road, 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 BURNETT (27<sup>th</sup> Ward):**

*Referred --* WIDENING OF PORTION OF W. DIVISION ST.

[O2024-0007799]

A proposed ordinance authorizing the widening of the north side of West Division Street, between North Halsted Street and approximately North Larabee Street with lands held by the Chicago Housing Authority, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* AMENDMENT OF SECTION 17-12-1005-D OF MUNICIPAL CODE REGARDING OCCUPANCY RATES OF PRINCIPAL TENANTS UTILIZING HIGH-RISE BUILDING SIGNS.

[O2024-0007801]

Also, a proposed ordinance to amend Title 17, Chapter 12, Section 1005-D of the Municipal Code of Chicago by modifying definition of principal tenant, in regards to use of high-rise building signs, as a tenant that occupies or has signed a lease to occupy at least the lesser of 36 percent or 250,000 square feet of the building's total floor area, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERPERSON ERVIN (28<sup>th</sup> Ward):**

*Referred --* WIDENING OF PORTION OF N. KILBOURN AVE.

[O2024-0007869]

A proposed ordinance authorizing the widening and improvement of the curve of North Kilbourn Avenue, between West Chicago Avenue and West Ohio Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON WAGUESPACK (32<sup>nd</sup> Ward):**

*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2409 N. ELSTON AVE.

Three proposed orders for the issuance of permits to install signs/signboards at 2409 North Elston Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101043674; [Or2024-0007785]

one sign/signboard for Permit Number 101043676; and [Or2024-0007784]

one sign/signboard for Permit Number 101043677. [Or2024-0007727]

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Presented By

**ALDERPERSON RAMIREZ-ROSA (35<sup>th</sup> Ward),  
ALDERPERSON LA SPATA (1<sup>st</sup> Ward),  
ALDERPERSON SIGCHO-LOPEZ (25<sup>th</sup> Ward)  
And ALDERPERSON FUENTES (26<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 2-44-135 OF MUNICIPAL CODE BY EXTENDING EXPIRATION DATE FOR DEMOLITION PERMIT SURCHARGE ORDINANCE TO DECEMBER 31, 2024.

[O2024-0007881]

A proposed ordinance to amend Title 2, Chapter 44, Section 135 of the Municipal Code of Chicago by modifying the expiration date of the Demolition Permit Surcharge Ordinance from

April 1, 2024 to December 31, 2024, which was *Referred to the Committee on Housing and Real Estate.*

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Presented By

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward):**

*Referred --* EXPRESSION OF SUPPORT FOR ILLINOIS MUNICIPAL LEAGUE'S DESIRE TO URGE GOVERNOR JB PRITZKER AND ILLINOIS GENERAL ASSEMBLY TO PROTECT FULL FUNDING FOR LOCAL GOVERNMENT DISTRIBUTIVE FUND.

[R2024-0007840]

A proposed resolution expressing support for the Illinois Municipal League in their efforts to urge Governor JB Pritzker and the Illinois General Assembly to protect full funding of the Local Government Distribution Fund and other local government revenue sources, which was *Referred to the Committee on the Budget and Government Operations.*

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*Referred --* CORRECTION OF NOVEMBER 15, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS.*

[O2024-0007803]

A proposed ordinance to correct the November 15, 2023 *Journal of the Proceedings of the City Council of the City of Chicago* for a substitute ordinance printed on pages 7029, 7032 and 7034 by deleting: "2717" appearing on the 15<sup>th</sup> printed line from the top of page 7029, 6<sup>th</sup> printed line from the bottom of page 7032, and 7<sup>th</sup> printed line from the top of page 7034 and inserting: "2727" in lieu thereof; and by deleting: "16-22-200-021-0000" appearing on the 2<sup>nd</sup> printed line from the bottom of page 7032 and inserting: "16-12-200-021-0000" in lieu thereof, which was *Referred to the Committee on Committees and Rules.*

Presented By

**ALDERPERSON SPOSATO (38<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 38.99 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. ADDISON ST.

[O2024-0007819]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 38.99 which restricted the issuance of additional alcoholic liquor licenses on West Addison Street, from North Overhill Avenue to North Ozanam Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERPERSON NAPOLITANO (41<sup>st</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 7-28-710 OF MUNICIPAL CODE BY MODIFYING DUMPING PROHIBITIONS TO INCLUDE FOODSTUFFS THAT SHALL AFFORD FOOD OR HARBORAGE TO WILD ANIMALS.

[O2024-0007841]

A proposed ordinance to amend Title 7, Chapter 28, Section 710 of the Municipal Code of Chicago by modifying dumping prohibitions to include any feed, food, food waste or other foodstuffs in any portion of the public way that shall afford food or harborage for rats or other wild animals including mice, squirrels, racoons and pigeons, which was *Referred to the Committee on Health and Human Relations*.

Presented By

**ALDERPERSON REILLY (42<sup>nd</sup> Ward) And  
ALDERPERSON VILLEGAS (36<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-8 OF MUNICIPAL CODE BY ADDING NEW ARTICLE V ENTITLED "CITY COUNCIL REVIEW OF DEPARTMENTAL RULE MAKING".

[O2024-0007882]

A proposed ordinance to amend Title 2, Chapter 8 of the Municipal Code of Chicago by adding new Article V entitled "City Council Review of Departmental Rulemaking" which shall promote the promulgation of adequate and proper rules by City departments and an understanding on the part of the public respecting those rules by ensuring that rulemaking by City departments is transparent and open to public participation, and that such rules are clear and accessible to the public so that residents and businesses in the City are aware of the rules governing their conduct, which was *Referred to the Committee on Committees and Rules*.

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Presented By

**ALDERPERSON KNUDSEN (43<sup>rd</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-073 OF MUNICIPAL CODE BY INCREASING NUMBER OF LAKEFRONT VENUE LIQUOR LICENSES PER PERIOD AND INCLUDING CONCRETE PAD AT BEACH HOUSE AT NORTH AVE. BEACH.

[O2024-0007860]

A proposed ordinance to amend Title 4, Chapter 60, Section 073 of the Municipal Code of Chicago by increasing number of Lakefront Venue liquor licenses from 2 to 29; and by establishing the concrete pad immediately west of the beach house at North Avenue Beach as an eligible location for such license, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON LAWSON (44<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 4-388 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING SALE OF, LICENSING FOR AND LIMITATIONS TO ALCOHOLIC LIQUOR AT WRIGLEY FIELD.

[O2024-0007874]

A proposed ordinance to amend Title 4, Chapter 388 of the Municipal Code of Chicago by defining "alcoholic liquor", "package goods", "private event" and "Wrigley Field production" by making various typographical corrections; and further, by establishing that a special club licensee shall not serve alcoholic liquor in quantities greater than 16 fluid ounces for beer, hard cider, hard seltzer, malt liquor or similar beverages, 6.3 fluid ounces for wine and 3 ounces for spirits, and shall not sell any package goods, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERPERSON LAWSON (44<sup>th</sup> Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF SECTION 2-112-010 OF MUNICIPAL CODE BY REQUIRING CITY COUNCIL ADVICE AND CONSENT FOR APPOINTMENT OF COMMISSIONER OF DEPARTMENT OF PUBLIC HEALTH.

[O2024-0007880]

A proposed ordinance, presented by Alderpersons Lawson, La Spata, Hopkins, Dowell, Robinson, Mitchell, Harris, Beale, Chico, Lee, Gutierrez, Lopez, Taylor, Mosley, Rodriguez, Tabares, Scott, Burnett, Taliaferro, Cardona, Waguespack, Conway, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Gardiner, Clay, Martin, Manaa-Hoppenworth and Hadden, to amend Title 2, Chapter 112, Section 010 of the Municipal Code of Chicago by requiring City Council advice and consent for the appointment of Commissioner of the Department of Public Health, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

**ALDERPERSON GARDINER (45<sup>th</sup> Ward) And  
ALDERPERSON SILVERSTEIN (50<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF TITLES 2 AND 4 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-36-520 AND NEW CHAPTER 4-24 REGARDING LITHIUM-ION BATTERY SAFETY STANDARDS.

[O2024-0007754]

A proposed ordinance to amend Titles 2 and 4 of the Municipal Code of Chicago by adding new Section 2-36-520 entitled "Lithium-ion battery safety reporting" requiring the Chicago Fire Department to submit a report relating to fires associated with powered bicycles and mobility devices to the Mayor and City Council starting in 2025; and by adding new Chapter 4-24 entitled "Lithium-Ion Batteries" regarding limitations for the sale and rental of powered bicycles and mobility devices, prohibition on assembling, reconditioning, or selling lithium-ion batteries using cells removed from used lithium-ion batteries, and establishing a penalty fine of no less than \$100 and no more than \$2,000 for any violation of any rule in the chapter, which was *Referred to the Committee on Police and Fire.*

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Presented By

**ALDERPERSON MARTIN (47<sup>th</sup> 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:

northwest corners of West Montrose Avenue and North Damen Avenue to the alley going west 125 feet -- to be known as "Demetrios 'Jimmy' Pirpiris Way"; and

[O2024-0007866]

northwest corner of North Western Avenue and West Sunnyside Avenue -- to be known as "Ossie Goff Way".

[O2024-0007867]

**APPROVAL OF JOURNAL OF PROCEEDINGS.**

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**JOURNAL (February 15, 2024)  
(Special Meeting)**

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 special meeting held on Thursday, February 15, 2024 at 11:00 A.M., signed by her as such City Clerk.

Aldersperson 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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**UNFINISHED BUSINESS.**

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**AMENDMENT OF TITLES 4 AND 17 OF MUNICIPAL CODE BY REGULATING  
SMALL-BOX RETAILERS.**

[SO2023-0004978]

On motion of Aldersperson Mitchell, the City Council took up for consideration the report of the Committee on License and Consumer Protection, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of January 24, 2024, page 8556, recommending that the City Council *Pass* the proposed substitute ordinance printed on pages 8556 through 8558 to amend Titles 4 and 17 of the Municipal Code of Chicago by adding new Section 17-9-0133 titled "Small Box Retailer" and modifying various sections of Title 17 regarding use group zoning districts.

On motion of Aldersperson O'Shea, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

**Yeas** -- Alderspersons La Spata, Yancy, Mitchell, Harris, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 42.

**Nays** -- Alderspersons Hopkins, Dowell, Hall, Beale, Chico, Tabares, Villegas -- 7.

Aldersperson Mitchell 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 4-4 of the Municipal Code of Chicago is hereby amended by inserting the new Section 4-4-240, as follows:

**4-4-240 Customer Service Placards Required To Be Displayed.**

(a) Definitions: For purposes of this section, the following definitions shall apply:

“Covered building” means a building used for one or more retail sales businesses in the commercial use group category, as described in Section 17-17-0104, with a floor area that exceeds 4,000 square feet.

“Licensee” means any person licensed under Title 4 of this Code to operate one or more retail sales business in a covered building.

“Owner” means any person who alone, jointly or severally with others: (1) has legal title to a covered building; or (2) has charge, care, or control of a covered building.

(b) Any licensee or owner shall display, on the front of a covered building, in a generally visible place from the public way, and on the back of the covered building in a generally visible place, a placard with: (i) the licensee’s name as registered with the Illinois Secretary of State and the Department, if applicable; (ii) the licensee’s emergency contact information, including a phone number and email address, as required under Section 4-4-050 of the Code; and (iii) the owner’s name and contact information, including a phone number and email address. The placard shall be properly affixed and maintained for visibility in accordance with Rules adopted by the Commissioner pursuant to subsection (c) of this section. The licensee and the owner are jointly and severally responsible for compliance with the requirements of this section.

(c) The Commissioner is authorized to promulgate rules necessary to implement and administer the requirements of this section.

(d) Any licensee or owner that violates this section shall be subject to a penalty of not less than \$250.00 nor more than \$500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. Chapter 17-9 of the Municipal Code of Chicago is hereby amended by inserting a new Section 17-9-0133, as follows:

17-9-0133 Small Box Retailer. All small box retailers are subject to the following criteria:

17-9-0133-A Location. A new or expanding small box retailer may not be located within one mile of an existing small box retailer that is owned or managed by the same controlling person, as defined in Section 4-4-005 of the Municipal Code, as the new or expanding small box retailer.

SECTION 3. Section 17-17-0104 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored, as follows:

17-17-0104 Commercial Use Group. The commercial use group includes uses that provide a business service or involve the selling, leasing or renting of merchandise to the general public. The commercial use group includes the following Use Categories:

(Omitted text is unaffected by this ordinance.)

17-17-0104-Z Retail Sales, General. Businesses involved in the sale, lease or rent of new or used products or merchandise to the general public. Typical uses include drug stores, grocery stores, department stores and apparel stores.

17-17-0104-AA Small Box Retailers. Any retail sales store (a) with a floor area between 4,000 and 17,500 square feet; (b) that holds a retail food establishment license; and (c) that continuously offers or advertises a majority of the items in their inventory for sale at a price less than \$5.00 per item. A retail store is not considered a small-box retailer if it: (i) contains a prescription pharmacy, (ii) sells gasoline or diesel fuel, (iii) primarily sells specialty food items, or (iv) dedicates more than 10 percent of floor space to sales of fresh meats, poultry, seafood, dairy products, eggs, fruit or vegetables. Typical uses include "dollar stores" and other non-specialty discount retailers. Small-box retailer does not include gas stations, valuable objects dealers, pawn shops, flea markets, drug stores, department stores, grocery stores, apparel stores, thrift stores, secondhand dealers, consignment stores, or any other use where retail sales are a permitted accessory or incidental use under this Zoning Ordinance, such as a gift shop.

17-17-0104-~~AABB~~ Sports And Recreation, Participant. Provision of sports or recreation primarily by and for participants. (Spectators would be incidental and on a nonrecurring basis). The following are participant sports and recreation use types (for either general or personal use):

Omitted text is unaffected by this ordinance.)

17-17-0104-~~BBCC~~ Valuable Objects Dealer. Any person, other than those excluded from the definition of a secondhand dealer pursuant to Section 4-264-005 of the Municipal Code of Chicago, who engages in the business of purchasing, selling, receiving, trading, consignment selling or otherwise transferring for value, any previously owned precious metal, stone or gem or any jewelry, as said terms are defined in Section 4-264-005 of the Municipal Code.

17-17-0104-~~CGDD~~ Vehicle Sales And Service. Sales of motor vehicles or services related to motor vehicles. The following are vehicle sales and service use types:

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance shall take effect ten days after passage and publication.

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**MISCELLANEOUS BUSINESS.**

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**PRESENCE OF VISITORS NOTED.**

The following individuals were in attendance and recognized by the City Council:

guests in attendance for a resolution honoring Black History Month: Clarice Grandberry; Lisa Newell; Pastor Earl Grandberry of True Rock Ministries Acts of Kindness;

Kennith Whaley; Darlene Tribue, president of Park Manor Neighbors; Shirley Bryant; Chuck Bowen; Paul King; Phyllis Stamz (daughter of Richard Stamz); Richard Stamz; Evelyn "Momma E" Jones; Ms. Annette Wilson; Roberta Wilson; Marlene Barton; Edward H. Campbell, Sr.; Misty Campbell; William Campbell; and Myra Christian;

guests in attendance for a resolution honoring the legacy of the "Divine Nine" fraternities and sororities: Charles Hudson, member of Kappa Alpha Psi; Cassandra Wadington, president of Lambda Mu Omega; Carisa Boatman, Alpha Kappa Alpha; David Turner, Phi Beta Sigma; Commissioner Tara Stamp, Delta Sigma Theta; Karen Freeman-Wilson, Delta Sigma Theta; Judge Tiana Blakely, Zeta Phi Beta; Joel Harris, Omega Psi Phi; Tavius Jackson, Kappa Alpha Psi; Gloria Pittman, Alpha Kappa Alpha; Alicia Johnson, Alpha Kappa Alpha; Monique Cookbey, Sigma Gamma Rho; and Shaunessye Curry, president of Chicago Alumni Chapter Delta Sigma Theta;

guests in attendance for a resolution honoring the 157<sup>th</sup> anniversary of Morehouse College: Jamel Chambers, City Council liaison and Chicago chapter president; Karl Byrant, chapter vice president; Carnell Jones, former chapter vice president; Zeb McLaurin, CEO at McLaurin Development, member; Michael Levesque, executive director of Morehouse College National Alumni Association; John Watson, regional vice president; Corey Hardiman, former chapter president; Michael Bennett, 21<sup>st</sup> Ward business owner; Nate Freeman, 21<sup>st</sup> Ward business owner; former Alderperson Michael Scott, Jr.; Dr. Charles Alexander; Pastor Julian DeShazier, University Church Chicago; Pastor Reginald W. Sharp, Jr., Fellowship Chicago; Pastor Otis Moss III, Trinity United Church of Christ; and Dr. Walter E. Massey, 9<sup>th</sup> president of Morehouse College and current president of School of the Art Institute of Chicago;

Lissette Castañeda, newly confirmed Commissioner of the Department of Housing, accompanied by: Darius Villalobos; Otilia Torres; Diana V. Castañeda; German Castañeda-Torres; Megan E. Lange; Valeria Castañeda-Lange (toddler); and Daniel Castañeda;

Alfonzo Conner, Jr., newly confirmed Commissioner of the Department of Water Management, accompanied by: Terrence Conner; Paul Conner; Kaylan Conner; Joel Vieyra; Marisol Santiago; Matthew Quinn; and Elisa Rosario;

Former 28<sup>th</sup> Ward Alderperson, Ed H. Smith.

**Time Fixed For Next Succeeding Regular Meeting.**

[O2024-0007886]

By unanimous consent, Alderman 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, March 20, 2024, beginning at 10:00 AM., 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.

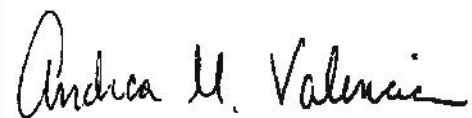
On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by viva voce vote.

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

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**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, March 20, 2024, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,  
*City Clerk.*

