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COPY

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

Regular Meeting -- Wednesday, May 22, 2024

at 10:00 A.M.

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

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, May 22, 2024

TABLE OF CONTENTS

Page

Public Comment 11572

Communications From City Officers 11573

Reports Of Committees 11628

- Committee on Finance 11628
- Committee on the Budget and Government Operations 11737
- Committee on Committees and Rules 11745
- Committee on Contracting Oversight and Equity 11746
- Committee on Economic, Capital and Technology Development 11747
- Committee on Environmental Protection and Energy 11832
- Committee on Health and Human Relations 11833
- Committee on Housing and Real Estate 11837
- Committee on Immigrant and Refugee Rights 11956
- Committee on License and Consumer Protection 11957
- Committee on Pedestrian and Traffic Safety 11970
- Committee on Police and Fire 11987
- Committee on Public Safety 11994
- Committee on Special Events, Cultural Affairs and Recreation 11997
- Committee on Transportation and Public Way 12003

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, May 22, 2024

Page

Committee on Zoning, Landmarks and Building Standards 12063

Agreed Calendar 12552

New Business Presented By Alderpersons 12619

Traffic Regulations, Traffic Signs, Etc. 12619

Zoning Ordinance Amendments 12636

Unclassified Matters 12637

Approval Of The Journal 12667

Unfinished Business 12667

Miscellaneous Business 12673

Attendance At Meeting.

Present -- The Honorable Brandon Johnson, Mayor, and Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

Absent -- Alderpersons Mitchell, Mitts.

Call To Order.

On Wednesday, May 22, 2024 at 10:30 A.M. (the hour appointed for the meeting was 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, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 44.

Quorum present.

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 Asayo Horibe, President of the Buddhist Council of the Midwest, opened the meeting with prayer.

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 Bowdin

Peter Czosnyka

Elena Gormey

Dustin Spence

Etzer Cantave

Jackie Brown

Anousnka Gupta

Ann Scheidle

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

Adam Wisniewski

Darlin Batres

John Paul Jones

Members of the Fix The CTA Campaign

Minerva Campos

Lisa Bowden

Gilbert Campos

Danelle Godinez

Alexander Campos

In accordance with the City Council's Rules of Order and Procedure, the following members of the general public registered to address the City Council but did not testify:

Kathy Powers

Roosevelt Daniel

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- DESIGNATION OF MAY AS "JEWISH AMERICAN HERITAGE MONTH" IN CHICAGO.

[R2024-0009616]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Silverstein, Hall, Hadden, Rodríguez-Sánchez, Robinson, Gardiner, Hopkins, Vasquez, Martin, Ervin, Moore, Rodríguez, Gutiérrez, Conway, La Spata, Nugent, Lee, Villegas, Mitts, Reilly, Clay, O'Shea, Sposato, Lopez and City Clerk Valencia, a resolution honoring Jewish American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson Harris 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, May has been nationally designated as Jewish American Heritage Month, celebrating nearly four centuries of Jewish contributions to America's history, society, and culture; and

WHEREAS, The first American Jewish community in the nation began in 1654 when 23 Jewish passengers arrived in New Amsterdam (now New York City) after fleeing antisemitism and persecution in Portuguese-controlled Brazil; and

WHEREAS, Jewish residents began arriving in Chicago in the 1830s, and in the many years that followed, Jewish Americans have contributed significantly to the cultural, social, and economic fabric of our great city, enriching the lives of all Chicagoans; and

WHEREAS, The Jewish population of Metropolitan Chicago has grown significantly over the years, reaching more than 300,000 Jewish men, women, and children as of 2020; and

WHEREAS, Jewish American Heritage Month was first established in 2006 by President George W. Bush to honor the long history of Jewish Americans and the many contributions of Jewish people to American culture, history, military, science, government, education, and all areas of American life; and

WHEREAS, May 2024 is a significant month to Jewish Americans with several important commemorations, including Yom HaShoah on May 6 and Yom Ha'atzmaut on May 14; and

WHEREAS, On May 6, 2024, corresponding to the 27th day of Nisan on the Hebrew calendar, the Jewish community commemorated Yom Hashoah, which marks the beginning of the 1943 Warsaw Ghetto Uprising and mourns the murder of six million Jews by the Nazis; and

WHEREAS, The Jewish American experience has been affected dramatically by the Holocaust, with many local Jewish residents being descendants of a Holocaust survivor, victim, or refugee and the Chicagoland area houses the Illinois Holocaust Museum -- a world-renowned educational center dedicated to preserving the legacy of the Holocaust; and

WHEREAS, The proud heritage of Jewish Americans is a reminder of our nation's constitutional commitment to religious freedom and the importance of a dedication to community and history; and

WHEREAS, Antisemitic activity is sharply on the rise, with hate and violence against Jewish people reaching record levels across the United States and in Chicago, including a shocking 360 percent increase nationwide in anti-Jewish hate incidents between October 7, 2023 and January 7, 2024; and

WHEREAS, Raising awareness of the inextricable link between the Jewish American experience and the broader American history and culture is a powerful tool towards combating the rising threat of antisemitism in the United States; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 22nd day of May 2024, do hereby designate May 2024 as Jewish American Heritage Month, and express appreciation for the significant contributions made by Jewish Americans to the diverse communities that comprise the City of Chicago, the State of Illinois, and the United States of America.

On motion of Alderperson Harris, seconded by Alderpersons Silverstein, Hadden, Knudsen, Moore, Burnett, Sposato, Lawson, Waguespack, Conway, Lee, O'Shea, Vasquez and Napolitano, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

At this point in the proceedings, Mayor Johnson recognized and asked leave of the body to grant the privilege of the floor to allow Holocaust survivor Lin Novitsky to address the City Council. Hearing no objections, the privilege of the floor was granted.

Speaking from the commissioners' gallery, Mrs. Novitsky reflected on her childhood and recalled how her life changed on June 22, 1941 when the Germans invaded the Soviet Union and bombed her home in the capital city of Ukraine and how shortly thereafter members of her own family were brutally murdered as German special units began to advance troop movements and killed more than 22,771 Jews outside the city of Kiev. Men, women, children and the elderly were abducted and killed in one of the first and largest mass killing at a single location during World War II, Mrs. Novitsky stated, and described how she and her family were crowded onto a cattle train with no food or water bound for the interior of the Soviet Union where they were held captive under inhumane conditions. Mrs. Novitsky then spoke of the hateful and antisemitic treatment her family received after the war and their decision in 1979 to leave the Soviet Union and move to America in search of a better life. Arriving as political refugees and unable to have equitable rights to practice their religion, Mrs. Novitsky recalled the many challenges and discrimination her family faced as Jewish immigrants in their newly adopted new homeland. Mrs. Novitsky then expressed how her moral obligation to share her experiences and wisdom led her to speak today and the warning that we must never forget the horrors and atrocities of the Holocaust and forever remain vigilant and speak out so that a tragedy like the Holocaust will never happen again. Our memories of the victims and their courage and bravery are their "tombs and monuments", Mrs. Novitsky observed, and expressed the importance of remembering the past and what happens when hatred, bigoty and antisemitism are left unchallenged and to understand that for this generation and for future generations, we must work together for a better world.

The Honorable Brandon Johnson, Mayor, then joined the members of the City Council in commemorating Jewish American Heritage Month stating that from our earliest days, the Jewish community has made indelible contributions and achievements to our culture, society, history, and economy and our Jewish American community has overcome many obstacles including hatred, violence, and antisemitism but through it all they have truly shown their resilience, strength, and courage to persevere. Declaring his pride to stand together to celebrate the resilience, leadership, accomplishments, and enduring impact of our Jewish American community, Mayor Johnson urged that each of us continue to learn from one another, celebrate our Jewish American community, foster community engagement and advocacy, and embrace our shared history that defines the soul of Chicago.

Rules Suspended -- DESIGNATION OF MAY AS "HAITIAN AMERICAN HERITAGE MONTH" IN CHICAGO.

[R2024-0009618]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Yancy, Coleman, Hall, Dowell, Mosley, Hadden, Rodríguez-Sánchez, Robinson, Gardiner, Hopkins, Vasquez, Silverstein, Martin, Ervin, Moore, Rodríguez, Gutiérrez, Conway, La Spata, Nugent, Lee, Villegas, Mitts, Reilly, Clay, O'Shea, Sposato, Lopez and City Clerk Valencia, a resolution honoring Haitian American Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson Harris 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 histories of Chicago and Haiti are inextricably intertwined; and

WHEREAS, Historians of Chicago recognized a Haitian-born man named Jean Baptiste Point du Sable as the City's earliest non-native permanent resident and founder of Chicago; and

WHEREAS, Haiti had a pavilion at the World's Columbian Exposition held in Chicago in 1893, and appointed Frederick Douglass as one of its representatives; and

WHEREAS, The City of Chicago is committed to celebrating the Haitian-American community, culture, language, experiences, and contributions that enrich and strengthen our City; and

WHEREAS, The City of Chicago has a long and rich history of honoring the legacy of the City's founder by naming many monuments, public buildings, points of interest, and landmarks after him, such as in 1934 opening DuSable High School in the Bronzeville community; in 1965 constructing Pioneer Court at the site of du Sable's homestead and erecting a large bronze bust of du Sable at the site in 2009; in 1968, the Ebony Museum of Negro History and Art was renamed in honor of DuSable; Mayor Harold Washington announced plans to create DuSable Park in 1987; renaming the Michigan Avenue Bridge as the DuSable Bridge in October 2010; and in 2021 Lake Shore Drive was renamed in DuSable's honor; and

WHEREAS, An estimated 2.5 million people in the United States are of Haitian descent and approximately 40,000 of them live in Chicago; and

WHEREAS, Haitians have represented Chicago on its sports teams, including the Chicago Sting and the Chicago White Sox; and

WHEREAS, May 18th is Flag Day and is the most celebrated holiday in Haitian culture and is celebrated by people of Haitian descent throughout the world; and

WHEREAS, May is a time of celebration, cultural awareness, and traditional observance for Haitian-Americans and is therefore an appropriate month to establish as "Haitian-American Heritage Month"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 22nd day of May 2024, do hereby designate the month of May as "Haitian-American Heritage Month" in the City of Chicago, and call upon all Chicagoans to observe this month and recognize the rich heritage and culture of the Haitian American community; and

Be It Further Resolved, That copies of this resolution be presented to The Coalition of Haitian American Organizations of the Chicagoland Area as a symbol of our appreciation and support.

On motion of Alderperson Harris, seconded by Alderpersons Ramirez-Rosa, Moore, Hadden, Burnett, La Spata, Robinson, Sigcho-Lopez, Dowell, Vasquez, Fuentes, Coleman and Yancy, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 Haitian American Heritage Month. Haiti and Chicago share a special bond and our histories have been intertwined since the very founding of our city when Haitian-born immigrant, Jean Baptiste Point du Sable, founded a trading post that became the great, thriving, and global city that we know today, the Mayor declared. In our modern history, the City of Chicago has taken strides to honor the legacy of our founding, the Mayor continued, and we continue to remember and uplift the contributions that Haitian Americans have made to enrich our neighborhoods, schools, local government, and businesses and celebrate Haitian American culture and traditions that make Chicago a stronger and more vibrant city. Declaring his honor in having hosted the Mayor's Office's first-ever Haitian American Heritage Luncheon at City Hall, Mayor Johnson stated that recognizing the diversity and cultural richness of our city is essential to working together and building a better, stronger, safer Chicago.

Rules Suspended -- DESIGNATION OF MAY AS "ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH" IN CHICAGO.

[R2024-0009607]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Lee, Manaa-Hoppenworth, Hall, Rodríguez-Sánchez, Robinson, Hopkins, Vasquez, Silverstein, Martin, Ervin, Moore, Rodríguez, Gutiérrez, Conway, La Spata, Nugent, Villegas, Mitts, Reilly, O'Shea, Clay, Sposato, Lopez and City Clerk Valencia, a resolution honoring Asian American and Pacific Islander Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson Harris 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, Asian American and Pacific Islander Heritage Month is observed in the United States during the month of May; and

WHEREAS, In 1992, the United States Congress passed Public Law 102-450, designating May of each year as "Asian/Pacific American Heritage Month", and authorizing and requesting the President of the United States and the governor of each state to issue an annual proclamation to observe the month; and

WHEREAS, Asian Americans and Pacific Islanders have played a pivotal role in shaping the history of both the City of Chicago and this nation, contributing to their growth and prosperity through entrepreneurship, innovation, civic engagement, and cultural enrichment; and

WHEREAS, Alderperson Nicole Lee of the 11th Ward became the first Chinese American and first Asian American woman to serve on the City Council upon first assuming office on March 28, 2022; and

WHEREAS, Alderperson Leni Manaa-Hoppenworth of the 48th Ward became the first Filipino American to serve as alderperson upon assuming office on May 15, 2023; and

WHEREAS, Asian Americans and Pacific Islanders represent Chicago at various levels of the state and federal governments, including U.S. Senator Tammy Duckworth, U.S. Representative Raja Krishnamoorthi, Cook County Commissioner Josina Morita, Illinois State Senator Ram Villivalam and Illinois State Representatives Theresa Mah, Hoan Huynh and Kevin Olickal; and

WHEREAS, The Asian American and Pacific Islander community encompasses individuals of various ethnicities, nationalities, and backgrounds, and is among the fastest growing populations in the City of Chicago; and

WHEREAS, During Asian American and Pacific Islander Heritage Month, the City of Chicago recognizes and celebrates the diverse and vibrant cultures, traditions, and achievements of these communities; and

WHEREAS, The City of Chicago recognizes the invaluable contributions of Asian Americans and Pacific Islanders to the cultural, social, and economic fabric of our City; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 22nd day of May 2024, do hereby designate May 2024 as "Asian American and Pacific Islander Heritage Month" in the City of Chicago, and call upon all Chicagoans to observe this month and celebrate the diverse cultures, histories, and contributions of Asian Americans and Pacific Islanders.

On motion of Alderperson Harris, seconded by Alderpersons Ramirez, Burnett, Hadden, Moore, Lopez, Sigcho-Lopez, Vasquez, Dowell, Fuentes, Manaa-Hoppenworth and Lee, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 Asian American and Pacific Islander Heritage Month. Chicago's incredibly diverse Asian American and Pacific Islander community has made incredible contributions and achieved greatness across many fields that has helped to make our city what it is today, the Mayor stated, and their vibrant culture, rich traditions, and storied histories can be found throughout Chicago in our neighborhoods, arts, restaurants, and businesses. We must continue to learn from one another, celebrate our Asian American and Pacific Islander communities, foster community engagement, and embrace our shared history that defines the soul of Chicago, the Mayor continued, and declared his pride in joining together to celebrate the resilience, leadership, accomplishments, and enduring impact of our proud and vibrant Asian American and Pacific Islander communities.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderperson Taylor had left the Chamber and requested, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

The members physically present in the Chamber accepted by unanimous viva voce vote the request by Alderperson Taylor to attend the meeting remotely pursuant to Rule 59 of the City Council's Rules of Order and Procedure.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- REAPPOINTMENT OF MARK C. ANDERSON AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009560]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Mark C. Anderson as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF GREGORY C. CAMERON AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).
[A2024-0009559]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Gregory C. Cameron as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring

January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KONSTANTINE DROSOS AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).
[A2024-0009562]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Konstantine Drosos as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, to succeed Anne B. Voshel, whose term has expired, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KRISTIN A. DUNCAN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009557]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Kristin A. Duncan as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BRIAN GROSSMAN AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).

[A2024-0009563]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Brian Grossman as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, to succeed Eric A. Finnegan, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LA VERNE O. MORRIS AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).
[A2024-0009564]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed La Verne O. Morris as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring

January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, to succeed Dean E. Lane, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF RYAN G. SEGAL AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1-2015).
[A2024-0009558]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Ryan G. Segal as a member of Special Service Area Number 1-2015, the State Street Commission, for a term expiring January 13, 2028, such period allocated as follows: a term effective immediately and expiring January 13, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF EVE J. MORAN AS MEMBER OF GREEKTOWN/ HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2024-0009565]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Eve J. Moran as a member of Special Service Area Number 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF DAVID L. GASSMAN AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2024-0009566]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed David L. Gassman as a member of Special Service Area Number 18, the North Halsted Commission, for a term effective immediately and expiring February 10, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SARA IZQUIERDO AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).
[A2024-0009567]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Sara Izquierdo as a member of Special Service Area Number 24, the Clark Street Commission, for a term effective immediately and expiring January 15, 2026, to succeed Christopher M. Johnson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MEGAN SCHNEIDER GIL AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).
[A2024-0009568]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Megan Schneider Gil as a member of Special Service Area Number 27, the Lakeview Commission, for a term effective immediately and expiring February 15, 2026, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MICHAEL A. SCHUBA AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).
[A2024-0009569]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Michael Schuba as a member of Special Service Area Number 27, the 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.

Referred -- APPOINTMENT OF RICHARD H. TRUMBO AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2024-0009674]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Richard H. Trumbo 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 Jayesh N. Shewakramani, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JUDY M. ERWIN AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2024-0009570]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Judy M. Erwin as a member of Special Service Area Number 48, the Old Town Commission, for a term expiring June 30, 2028, such period allocated as follows: a term effective immediately and expiring June 30, 2025, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CESAR CORONADO AS MEMBER OF SHERIDAN ROAD COMMISSION (SPECIAL SERVICE AREA NO. 54).
[A2024-0009571]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Cesar Coronado as a member of Special Service Area Number 54, the Sheridan Road Commission, for a term effective immediately and expiring June 6, 2027, to succeed Tony Fox, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KEITH R. BRANDENBURGER AS MEMBER OF 111TH/KEDZIE COMMISSION (SPECIAL SERVICE AREA NO. 55).

[A2024-0009572]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have reappointed Keith R. Brandenburger as a member of Special Service Area Number 55, the 111th/Kedzie Commission, for a term effective immediately and expiring February 13, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LEROY BROWN, JR. AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0009573]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Leroy Brown, Jr. as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027,to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BERNETTA D. BUSH AS MEMBER OF BOARD OF ETHICS.

[A2024-0009552]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Bernetta D. Bush as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2027 to succeed Stephanie Cox-Batson, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SARAH JIN AS MEMBER OF BOARD OF ETHICS.

[A2024-0009553]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Sarah Jin as a member of the Board of Ethics, for a term effective immediately and expiring July 31, 2026, to succeed Zaid Abdul-Aleem who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CLAUDIA F. BADILLO AS MEMBER OF POLICE BOARD.

[A2024-0009554]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Claudia F. Badillo as a member of the Police Board, for a term effective immediately and expiring August 10, 2027, to complete the unexpired term of Ajalteria Carr-Favors, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KATHRYN C. LISS AS MEMBER OF POLICE BOARD.

[A2024-0009556]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Kathyrn C. Liss as a member of the Police Board, for a term effective immediately and expiring August 10, 2028, to succeed Michael Eaddy, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JUSTIN L. TERRY AS MEMBER OF POLICE BOARD.

[A2024-0009555]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Justin L. Terry as a member of the Police Board, for a term effective immediately and expiring August 10, 2028, to succeed Ghian Foreman, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LAURIE J. DITTMAN AS MEMBER AND CHAIR OF HUMAN RESOURCES BOARD.

[A2024-0009551]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Laurie J. Dittman as a member and chair of the Human Resources Board, for a term effective immediately and expiring July 19, 2028, to succeed Salvador A. Cicero, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ABBEY EUSEBIO AS MEMBER OF HUMAN RESOURCES BOARD.

[A2024-0009549]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Abbey Eusebio as a member of the Human Resources Board, for a term expiring July 19, 2029, such period allocated as follows: a term effective immediately and expiring July 19, 2024, to complete the unexpired term of Sulema Medrano Novak, who has resigned, followed immediately by a full five-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF DOMINIQUE JORDAN TURNER AS MEMBER OF HUMAN RESOURCES BOARD.

[A2024-0009550]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Dominique Jordan Turner as a member of the Human Resources Board, for a term effective immediately and expiring July 19, 2026, to succeed Samuel L. Evans, Jr., whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE AND SALE OF ADDITIONAL SENIOR LIEN BONDS AND ADDITIONAL CHICAGO O'HARE INTERNATIONAL AIRPORT PASSENGER FACILITY CHARGE REVENUE BONDS WITH AGGREGATE PRINCIPAL CEILING CAP WHICH INCLUDES REFUNDING OR REFINANCING ALL OUTSTANDING AIRPORT PROJECT DEBT OBLIGATIONS.

[O2024-0009575]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of the City's O'Hare International Airport General Airport Senior Lien Revenue Bonds and Chicago O'Hare International Airport Passenger Facility Charge Revenue Bonds, Series 2024.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO HPUMC REDEVELOPMENT LIMITED PARTNERSHIP FOR LOW-INCOME RENTAL HOUSING PROJECT AT 2120 N. MOZART ST.

[O2024-0009600]

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

May 22, 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 issuance of tax-exempt housing revenue bonds for HPUMC Redevelopment Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO 111 W. MONROE LLC FOR MIXED-INCOME RENTAL HOUSING PROJECT AT 111 W. MONROE ST.

[O2024-0009604]

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

May 22, 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 issuance of tax-exempt housing revenue bonds for the benefit of 111 West Monroe LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO 208 LASALLE OWNER LLC FOR RENTAL HOUSING PROJECT AT 208 S. LASALLE ST.

[O2024-0009577]

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

May 22, 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 issuance of tax-exempt housing revenue bonds for the benefit of 208 LaSalle Owner LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF SECOND LIEN WATER REVENUE BONDS, SERIES 2024.

[O2024-0009602]

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

May 22, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of the City's Second Lien Water Revenue Bonds, Series 2024.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF YEAR 2023 CITY TAX EXEMPT PRIVATE ACTIVITY VOLUME BOND CAP CEDING ORDINANCE.

[O2024-0009584]

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

May 22, 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 amending the 2023 City tax exempt private activity volume bond cap ceding ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT VARIOUS CITY PARKS.
[O2024-0009578, O2024-0009579, O2024-0009580, O2024-0009581, O2024-0009583]

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

May 22, 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.

Referred -- FIRST AMENDMENT TO UNITED YARDS PROJECT ORDINANCE AUTHORIZING ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO NEW CITY REDEVELOPMENT LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF AFFORDABLE HOUSING AT 1515 AND 1635 -- 1643 W. 47TH ST. CORRECTING LEGAL DESCRIPTION OF PROJECT SITES.

[O2024-0009605]

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

May 22, 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 amending the United Yards Project Ordinance enacted in December of 2023 to correct the legal description of the project sites.

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.

[O2024-0009606]

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

May 22, 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.

Referred -- AMENDMENT OF REGULATIONS GOVERNING ADMINISTRATION OF CLASSIFICATION PLAN AND EMPLOYEE BENEFITS FOR CLASSIFIED POSITIONS SET FORTH IN ANNUAL APPROPRIATION ORDINANCE (SALARY RESOLUTION) REGARDING SALARY SCHEDULES GY, BX, PX AND LX.

[R2024-0009619]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director and the Commissioner of Human Resources, I transmit herewith a resolution amending the Salary Resolution.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 10770 S. DOTY AVE.

[O2024-0009599]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 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 a Class 6(b) tax incentive for a property located at 10770 South Doty Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS C TAX INCENTIVE FOR PROPERTY AT 4121 AND 4155 -- 4157 S. PACKERS AVE.

[O2024-0009576]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 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 a Class C tax incentive for a property located at 4121 and 4155 -- 4157 South Packers Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS LOAN TO 1237 N. CALIFORNIA 9PCT HHDC L.P. FOR AFFORDABLE HOUSING DEVELOPMENT AT 1237 N. CALIFORNIA AVE.

[O2024-0009595]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 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 issuance of multi-family loan funds for affordable housing development at 1237 North California Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

[O2024-0009590, O2024-0009591, O2024-0009593]

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

May 22, 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 negotiated sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES AT 6801 S. DANTE AVE. AND 8926 -- 8940 S. MACKINAW AVE. TO NEIGHBORSPACE FOR URBAN AGRICULTURE PROJECTS AT DANTE AVENUE FARM AND FRESHER TOGETHER.

[O2024-0009585]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 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 sale of City-owned properties located at 6801 South Dante Avenue and 8926 to 8940 South Mackinaw Avenue to NeighborSpace.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO LEASE AGREEMENT WITH TFO REVA GOLUB BURNHAM LLC FOR USE OF OFFICE SPACE AT 111 W. WASHINGTON ST.
[O2024-0009601]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 22, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an amended lease agreement to rent office space at 111 West Washington Street for the Chicago Department of Public Health.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

City Council Informed As To Miscellaneous Documents Filed In City Clerk's Office.

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that the following document has been filed in her office:

Placed On File -- DETERMINATION CERTIFICATE OF CHIEF FINANCIAL OFFICER CONCERNING CITY OF CHICAGO SECOND LIEN WASTEWATER TRANSMISSION REVENUE BONDS, REFUNDING SERIES 2024A.

[F2024-0009396]

A communication from Jill Jaworski, Chief Financial Officer, under the date of May 1, 2024, received in the Office of the City Clerk on May 1, 2024, transmitting the Determination Certificate concerning Second Lien Wastewater Transmission Revenue Bonds, Project Series 2024A and Second Lien Wastewater Transmission Revenue Bonds, Refunding Series 2024A together with Bond Purchase Agreement, and Year 2024 Bond Indenture, which was Placed on File.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

April 17, 2024.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on April 17, 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 May 22, 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 regular meeting held on April 17, 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.

April 19, 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 April 19, 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 May 22, 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 April 19, 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.

PUBLICATION OF SPECIAL PAMPHLET.

Issuance Of General Obligation And/Or Sales Tax Securitization Corporation Bonds For Economic Development And Affordable Housing Programs.

The City Clerk informed the City Council that the ordinance authorizing the Issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development And Affordable Housing, which was considered by the City Council on April 19, 2024 and which was requested to be published in pamphlet form, was published in pamphlet form on April 24, 2024 by being printed in full text in a special pamphlet, 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.

Miscellaneous Communications, Reports, Et Cetera, Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in triplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

AllenGreen Group LLC (Application Number 22459T1) -- to classify as an M2-2 Light Industry District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 18-G bounded by:

a line 300 feet north of and parallel to West 76th Street; a line 187 feet east of and parallel to South Bishop Street; West 76th Street; and South Bishop Street (common address: 1434 West 76th Street).

[O2024-0009528]

Ben Williams Homes LLC (Application Number 22447T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 28-G bounded by:

a line 108.50 feet north of and parallel to West 114th Place; South Throop Street; a line 83.5 feet north of and parallel to West 114th Place; and the public alley next west of and parallel to South Throop Street (common address: 11416 South Throop Street).

[O2024-0009468]

Beyond the Ball (Application Number 22461T1) -- to classify as a B1-2 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 6-J bounded by:

a line 255 feet north of and parallel to West 28th Street; the alley next east of and parallel to South Lawndale Avenue; West 28th Street; and South Lawndale Avenue (common address: 2759 South Lawndale Avenue).

[O2024-0009582]

The Chody Family R3 L.P. (Application Number 22456) -- to classify as a B3-3 Community Shopping District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 13-G bounded by:

West Berwyn Avenue; the public alley next east of and parallel to North Broadway; a line 400 feet south of and parallel to West Berwyn Avenue; and North Broadway (common address: 5221 -- 5259 North Broadway).

[O2024-0009520]

CMR Limited Partnership (Application Number 22441) -- to classify as a C1-5 Neighborhood Commercial District instead of Planned Development Number 399 and further, to classify as Residential-Business Planned Development Number 399, as amended, instead of a C1-5 Neighborhood Commercial District the area shown on Map Number 5-G bounded by:

a line 300.08 feet north of West Willow Street; North Clybourn Avenue; North Sheffield Avenue; a line 244.47 feet south of North Clybourn Avenue continuing westerly for 81.69 feet; thence southwesterly for 91.58 feet to a point 164.47 feet south of West Willow Street; and North Marcey Street (common address: 1776 and 1800 North Clybourn Avenue, 1903 North Marcey Street, 1017 West Willow Street, 1750 North Sheffield Avenue).

[O2024-0009535]

Francisco Cordero (Application Number 22467) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 5-M bounded by:

West Fullerton Avenue; a line 87 feet east of and parallel to North McVicker Avenue; a public alley south of and parallel to West Fullerton Avenue; and a line 57 feet east of and parallel to North McVicker Avenue (common address: 6019 West Fullerton Avenue).

[O2024-0009609]

Patrick Coyle (Application Number 22454) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 15-N bounded by:

North Navarre Avenue; a line 200 feet southeast of and parallel to North Nashotah Avenue; the public alley next west of North Navarre Avenue; and a line 150 feet southeast of and parallel to North Nashotah Avenue (common address: 5842 -- 5844 North Navarre Avenue).

[O2024-0009507]

Drimnagh Development LLC (Application Number 22455) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 7-G bounded by:

West Wrightwood Avenue; a line 141.00 feet east of and parallel to North Wayne Avenue; the alley next south of and parallel to West Wrightwood Avenue; and a line 108.00 feet east of and parallel to North Wayne Avenue (common address: 1313 West Wrightwood Avenue).

[O2024-0009509]

Alketa Dyle (Application Number 22464T1) -- to classify as an RM5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

North Clybourn Avenue; a line 250 feet northwest of and perpendicular to West Fullerton Avenue; a line that is both 103 feet and 123.40 feet southwest of and parallel to North Clybourn Avenue; and a line 300 feet northwest of and perpendicular to West Fullerton Avenue (common address: 2426 -- 2428 North Clybourn Avenue).

[O2024-0009597]

Envoi Partners LLC (Application Number 22473T1) -- to classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-G bounded by:

North Lincoln Avenue; a line 424.50 feet southeast of and perpendicular to North Greenview Avenue; a public alley southwest of and parallel to North Lincoln Avenue; and a line 374.50 feet southeast of and perpendicular to North Greenview Avenue (common address: 3036 North Lincoln Avenue).

[O2024-0009615]

Far South CDC (Application Number 22442) -- to classify as a B3-3 Community Shopping District instead of Planned Development Number 131 and further, to classify as Planned Development Number 131, as amended, instead of a B3-3 Community Shopping District the area shown on Map Number 28-G bounded by:

a line 662.85 feet north of West 115th Street; South Peoria Street; the public alley next north of and parallel to West 115th Street; South Halsted Street; West 115th Street; and the east right-of-way line of the former Pittsburgh, Cincinnati, Chicago, and St. Louis Railway (common address: 11400 -- 11458 South Halsted Street and 800 -- 912 West 115th Street).

[O2024-0009537]

Hidden Value Portfolio II LLC (Application Number 22462) -- to classify as a B3-3 Community Shopping District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 11-L bounded by:

beginning at a point in the northeasterly line of North Milwaukee Avenue, 75 feet northwesterly of the most southerly corner of said lot; running thence northeasterly at right angles to the northeasterly line of North Milwaukee Avenue, 125 feet; thence northwesterly parallel with said northeasterly line of North Milwaukee Avenue, 50 feet; thence southwesterly at right angles to North Milwaukee Avenue, 125 feet; and thence southeasterly along the northeasterly line of North Milwaukee Avenue, 50 feet to the beginning, in Cook County, Illinois (common address: 4041 North Milwaukee Avenue).

[O2024-0009592]

Honore Homes LLC (Application Number 22463T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 19-H bounded by:

a line 330.00 feet north of and parallel to West Chase Avenue; the public alley next east of North Honore Street; a line 240.00 feet north of and parallel to West Chase Avenue; and North Honore Street (common address: 7325 -- 7331 North Honore Street).

[O2024-0009596]

James and Minidi Knebel (Application Number 22466T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-H bounded by:

West Race Avenue; a line 215 feet west of and parallel to North Wolcott Avenue; the alley next south of and parallel to West Race Avenue; and a line 239 feet west of and parallel to North Wolcott Avenue (common address: 1923 West Race Avenue).

[O2024-0009608]

Andrzej M. Kozlowski (Application Number 22452) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 15-K bounded by:

North Kingsdale Avenue; North Lacey Avenue; a line 37.50 feet southeast of and parallel to North Kingsdale Avenue; and a line 88.26 feet west of and parallel to North Lacey Avenue (common address: 5743 North Kingsdale Avenue).

[O2024-0009505]

Mabel 5920 LLC (Application Number 22468T1) -- to classify as a B2-5 Neighborhood Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 15-G bounded by:

North Ridge Avenue; the public alley next southeast of North Clark Street and perpendicular to North Ridge Avenue; and North Clark Street (common address: 5920 North Ridge Avenue).

[O2024-0009610]

Juan Manzano (Application Number 22458) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-H bounded by:

a line 192.06 feet north of and parallel to West Pershing Road; South Hermitage Avenue; a line 167.06 feet north of and parallel to West Pershing Road; and the public alley next west of and parallel to South Hermitage Avenue (common address: 3842 South Hermitage Avenue).

[O2024-0009526]

MF/CHG II LLC 1415 West Morse LLC (Application Number 22451T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 17-G bounded by:

West Morse Avenue; a line 350.00 feet east of North Greenview Avenue; the public alley next south of and parallel to West Morse Avenue; and a line 300.00 feet east of North Greenview Avenue (common address: 1415 West Morse Avenue).

[O2024-0009495]

MK Construction & Builders, Inc. (Application Number 22470) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 11-M bounded by:

a line 432 feet north of and parallel to West Irving Park Road; the public alley next east of and parallel to North Melvina Avenue; a line 403.5 feet north of and parallel to West Irving Park Road; and North Melvina Avenue (common address: 4041 -- 4043 North Melvina Avenue).

[O2024-0009612]

Yonny and Kate Mora (Application Number 22445T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-J bounded by:

a line 250 feet south of and parallel to West Hirsch Street; North Ridgeway Avenue; a line 275 feet south of and parallel to West Hirsch Street; and the public alley next west of and parallel to North Ridgeway Avenue (common address: 1334 North Ridgeway Avenue).

[O2024-0009450]

Megumi Ogishi, Mel Sabella, Ryan Bowersock and Angela Little (Application Number 22469) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-G bounded by:

the alley next north of and parallel to West Farragut Avenue; a line 273.45 feet east of and parallel to North Clark Street; West Farragut Avenue; and a line 248.45 feet east of and parallel to North Clark Street (common address: 1464 West Farragut Avenue).

[O2024-0009611]

Onni 357 North Green LLC (Application Number 22443) -- to classify as Planned Development Number 1573, as amended, instead of Planned Development 1573 the area shown on Map Number 1-G bounded by:

West Kinzie Street; a line 126.12 feet west of and parallel to North Halsted Street; a line 50.12 feet south of and parallel to West Kinzie Street; North Halsted Street; the north line of the Metra Railroad right-of-way; and North Green Street (common address: 357 -- 359 North Green Street).

[O2024-0009540]

PH Chicago LLC (Application Number 22471T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 5-F bounded by:

a line 550.12 feet north of and parallel to the north line of West Willow Street; the west line of North Howe Street; a line 528.12 feet north of and parallel to the north line of West Willow Street; and the alley next west of and parallel to North Howe Street (common address: 1854 North Howe Street).

[O2024-0009613]

Pup Social Chicago LLC (Application Number 22449) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 5-H bounded by:

North Branch of the Chicago River; North Ashland Avenue; West Webster Avenue; Chicago and Northwestern Railroad right-of-way; and a line 180.84 feet running perpendicular to West Webster Avenue to the North Branch of the Chicago River (common address: 2200 North Ashland Avenue).

[O2024-0009478]

Ridive Development LLC (Application Number 22446T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

the public alley next north of and parallel to West Haddon Avenue; a line 154.25 feet west of and parallel to North Rockwell Street; West Haddon Avenue; and a line 179.25 feet west of and parallel to North Rockwell Street (common address: 2616 West Haddon Avenue).

[O2024-0009451]

Heriberto Rodriguez, Jr. (Application Number 22465) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 1-K bounded by:

a line 100 feet south of and parallel to West Huron Street; the alley next east of and parallel to North Cicero Avenue; a line 150 feet south of and parallel to West Huron Street; and North Cicero Avenue (common address: 645 -- 647 North Cicero Avenue).

[O2024-0009603]

Wrigley Baseball Group LLC (Application Number 22474T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

a line 225 feet south of and parallel to West Waveland Avenue; the public alley next east of and parallel to North Sheffield Avenue; a line 315 feet south of and parallel to West Waveland Avenue; and North Sheffield Avenue (common address: 3627 -- 3633 North Sheffield Avenue).

[O2024-0009617]

30 North Menard LLC (Application Number 22453) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-M bounded by:

a line 329 feet south of and parallel to West Washington Boulevard; North Menard Avenue; a line 379 feet south of and parallel to West Washington Boulevard; and the public alley next west of and parallel to North Menard Avenue (common address: 30 North Menard Avenue).

[O2024-0009506]

1200 West Fulton Partners LLC (Application Number 22440) -- to classify as DX-7 District instead of an M2-3 District and further, to classify as a Residential-Business Planned Development instead of a DX-7 District the area shown on Map Number 1-G bounded by:

West Fulton Street; a line 362.04 feet west of and parallel to North Racine Avenue; a line 150.52 feet south of and parallel to West Carroll Avenue; a line 259.46 feet west of and parallel to North Racine Avenue; West Carroll Avenue; a line 85.27 feet west of and parallel to North Racine Avenue; West Carroll Avenue; and North Racine Avenue (common address: 1200 -- 1232 West Fulton Street; and 310 -- 328 North Racine Avenue).

[O2024-0009534]

2020 North Halsted LLC (Application Number 22448T1) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 3-F bounded by:

a line 375.00 feet south of and parallel to West Dickens Avenue; North Halsted Street; a line 425.00 feet south of and parallel to West Dickens Avenue; and the public alley next west of and parallel to North Halsted Street (common address: 2018 -- 2020 North Halsted Street).

[O2024-0009473]

2120 Lawrence LLC (Application Number 22460) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

the alley next north of and parallel to West Lawrence Avenue; a line 75.00 feet east of and parallel to North Hamilton Avenue; West Lawrence Avenue; and a line 37.50 feet east of and parallel to North Hamilton Avenue (common address: 2120 West Lawrence Avenue).

[O2024-0009574]

2527 Argyle Holding LLC (Application Number 22444T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an RM-5 Residential Multi-Unit District the area shown on Map Number 3-F bounded by:

a line 306.09 feet north of and parallel to West Burton Street; North LaSalle Drive; a line 281.09 feet north of and parallel to West Burton Street; and the public alley next west of and parallel to North LaSalle Drive (common address: 1528 North LaSalle Drive).

[O2024-0009543]

2600 Montrose LLC (Application Number 22450) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 11-I bounded by:

the public alley next north of and parallel to West Montrose Avenue; North Rockwell Street; West Montrose Avenue; and a line 75 feet west of and parallel to North Rockwell Street (common address: 2600 West Montrose Avenue).

[O2024-0009485]

3327 North Lincoln Comet LLC (Application Number 22472T1) -- to classify as a B3-3 Community Shopping District instead of a B3-3 Community Shopping District the area shown on Map Number 9-H bounded by:

beginning at a line 196 feet south of and parallel to West Roscoe Street; North Marshfield Avenue; a line 321 feet south of and parallel to West Roscoe Street; a line 381.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; and a line 256.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto, running north/east to the point of beginning (common address: 3327 -- 3335 North Lincoln Avenue).

[O2024-0009614]

5310 North Damen LLC (Application Number 22457) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District and a B1-3 Neighborhood Shopping District the area shown on Map Number 13-H bounded by:

a line 132.90 feet north of and parallel to West Berwyn Avene; North Damen Avenue; a line 82.90 feet north of and parallel to West Berwyn Avenue; and a public alley next west of and parallel to North Damen Avenue (common address: 5308 -- 5310 North Damen Avenue).

[O2024-0009524]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Adams, Maria L.	[CL2024-0009487]
Adelmann, Gerald W.	[CL2024-0009510]
Agrawal, Nishant	[CL2024-0009318]
Alqadi, Murad M.	[CL2024-0009406]
Amen Ra, Simeon W.	[CL2024-0009287]
Angelov, Ruslan P.	[CL2024-0009388]
Aragon, Harrinzon H.A.	[CL2024-0009637]
Arouri, Nael D.	[CL2024-0009361]
Arrington, Dominique A.	[CL2024-0009404]
Austin, Marilyn	[CL2024-0009408]
Bailey-Sprawls, Mary H.	[CL2024-0009330]
Banks, Tony D.	[CL2024-0009373]

Beasley, Jasmine T.	[CL2024-0009426]
Bertke, Travis H.	[CL2024-0009514]
Bolusan, Irineo G.	[CL2024-0009363]
Booker, Essel	[CL2024-0009392]
Booker, Wanda L.	[CL2024-0009276]
Boyd, Meretha	[CL2024-0009348]
Bramlett, Lynette T.	[CL2024-0009270]
Brandenburg, Jessica Z.	[CL2024-0009269]
Brenson, Johnathan	[CL2024-0009421]
Burt, Vermon L.	[CL2024-0009301]
Cao, Roger G.	[CL2024-0009390]
Castronovo, Dorothy M.	[CL2024-0009315]
Chauhan, Dharmistha B.	[CL2024-0009656]
Ciesla, Christine J.	[CL2024-0009350]
Collins, Booker T.	[CL2024-0009386]
Cordero, Josedech V.	[CL2024-0009529]
Cox, Willie E.	[CL2024-0009319]
Del Mundo, Rainn T.	[CL2024-0009281]
Deschenes, Destiny L.	[CL2024-0009391]
Drawant, Jeffrey P.	[CL2024-0009508]
Edwards, Victor C.	[CL2024-0009371]
Elbashier, Abubakr	[CL2024-0009329]
Emezie, Precious A.	[CL2024-0009302]

Enochian, Ethan S. [CL2024-0009289]

Faria, Alex D. [CL2024-0009314]

First Chicago Insurance and Kruczek, Wojciech [CL2024-0009635]

Fraher, Clarence D. [CL2024-0009532]

Fultz, Cory T. [CL2024-0009306]

Garbacz, Anetka D. [CL2024-0009326]

Geico Insurance and Elly, Camille [CL2024-0009274]

Gil, Virginia L. [CL2024-0009300]

Givens, Derrick J. [CL2024-0009518]

Gonzalez, Juan [CL2024-0009286]

Gorski, Michael J. [CL2024-0009321]

Hamilton, Donna [CL2024-0009325]

Hayes, James [CL2024-0009362]

Hernandez, Jesus C. [CL2024-0009267]

Heuberger, Suzanne F. [CL2024-0009273]

Holden, Marzel D. [CL2024-0009425]

Hong, Gwen [CL2024-0009482]

Huezo, Carlos R. [CL2024-0009292]

Hunt, Rakiya [CL2024-0009385]

Jerosimic, Dana J. [CL2024-0009525]

Jones, Leutitia [CL2024-0009360]

Juarez, Jose M. [CL2024-0009356]

Keck, Robert P. [CL2024-0009295]

Kloess, Mark A. [CL2024-0009382]

Koenen, Barbara [CL2024-0009398]

Kolar, Dennis P. [CL2024-0009283]

Laczkowski, Abigail R. [CL2024-0009493]

Lawrence-Shaw, Patrice A. [CL2024-0009351]

Li, Tie Feng [CL2024-0009284]

Linde, Michael A. [CL2024-0009278]

Love, Arlene [CL2024-0009393]

Low, Chin Y. [CL2024-0009336]

Lufrano, Yolanda T. [CL2024-0009107]

Marin, Yanira [CL2024-0009327]

Mathew, Verghese [CL2024-0009332]

McBride, Elysia D. [CL2024-0009412]

McCurtis, Priscilla A. [CL2024-0009322]

McKinnon, Bianca [CL2024-0009282]

McLauchlin, Jarrod W. [CL2024-0009496]

McIlwee, Sean T. [CL2024-0009359]

Mercado, Luis D. [CL2024-0009387]

Meyer, Ashley A. [CL2024-0009389]

Morris, Kristy [CL2024-0009303]

Mosqueda, Matthew M. [CL2024-0009522]

Mulligan, Michael J. [CL2024-0009275]

Murphy, Brian [CL2024-0009352]

Myrthil Dickerson, Carol E.	[CL2024-0009291]
Nizinska, Grazyna N.	[CL2024-0009305]
O'Bannon, Daniel R.	[CL2024-0009519]
Orr, Derrick L.	[CL2024-0009347]
Owens, Yolanda	[CL2024-0009536]
Parham, Jamila S.	[CL2024-0009639]
Paschal, Karen	[CL2024-0009416]
Patel, Rimal A.	[CL2024-0009423]
Peralta, Carmelita	[CL2024-0009397]
Pino Paez, Maria G.	[CL2024-0009317]
Policarpio, Agnes G.	[CL2024-0009419]
Pondel, Josie C.	[CL2024-0009410, CL2024-0009411]
Popelas, Marshall R.	[CL2024-0009417]
Progressive Insurance and Osorio, Evelyn	[CL2024-0009358]
Quinones, Ritchie C.	[CL2024-0009375]
Robles, Luis, Jr.	[CL2024-0009280]
Rojas, Martha C.	[CL2024-0009402]
Russell-Sanders, Katherine E.	[CL2024-0009523]
Sabin, Adam N.	[CL2024-0009527]
Safeway Insurance and Franco, Eleazar	[CL2024-0009331]
Schreiber, Jasmine C.	[CL2024-0009299]
Shah, Deep M.	[CL2024-0009379, CL2024-0009384]
Shell, Tiffany M.	[CL2024-0009304]

Siarkiewicz, Kathleen A.	[CL2024-0009394]
Slattery, James M.	[CL2024-0009530]
Stefa, Bledi	[CL2024-0009296, CL2024-0009297]
Stiller, Joan	[CL2024-0009479]
Tatum, Valorie	[CL2024-0009294]
Taylor, John D.	[CL2024-0009480]
Torres, Jesus	[CL2024-0009290]
Ukrainskiy, Taras	[CL2024-0009266]
Valle, Silvestre	[CL2024-0009320]
Venepalli, Preethi K.	[CL2024-0009345]
Vetoshkin, Sergey	[CL2024-0009349]
Villas of Edison Park Condo Association	[CL2024-0009285]
Voight, Darlene C.	[CL2024-0009346]
Washington, Rayford G.	[CL2024-0009288]
Williams, Kobe K.	[CL2024-0009531]

Referred -- AMENDMENT OF CHAPTER 2-176 OF MUNICIPAL CODE BY MODIFYING SECTIONS 2-176-010 AND 2-176-050 REGARDING USE, STORAGE AND MAINTENANCE OF INFORMATION PROVIDED BY APPLICANTS UTILIZING ONLINE PLATFORM TO OBTAIN CITY OF CHICAGO ID.

[O2024-0009432]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed ordinance amending Chapter 2-176 of the Municipal Code, Sections 2-176-010 and 2-176-050 regarding use, storage and maintenance of information provided by applicants

utilizing online platform to obtain City of Chicago ID, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- CORRECTION OF CITY COUNCIL PAMPHLET.

[O2024-0009588]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the printed pamphlet copy of an ordinance for the issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development and Affordable Housing Programs, which was deferred and published in pamphlet form on April 17, 2024, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- CORRECTION OF CITY COUNCIL PAMPHLET.

[O2024-0009561]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the printed pamphlet copy of an ordinance regarding Supplemental Appropriation and Amendment of Year 2024 Annual Appropriation Ordinance deferred and ordered published in pamphlet form on April 17, 2024, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- CORRECTION OF CITY COUNCIL SPECIAL PAMPHLET.

[O2024-0009589]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the Special Pamphlet regarding Issuance of General Obligation and/or Sales Tax Securitization Corporation Bonds for Economic Development and Affordable Housing Programs passed on April 19, 2024, and published on April 24, which was *Referred to the Committee on Committees, Rules and Ethics.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF CHAPTER 11-12 OF MUNICIPAL CODE BY ADDING NEW SECTION 11-12-470 TO ESTABLISH WATER LEAK RELIEF PILOT PROGRAM.
[O2024-0008889]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an amendment of Municipal Code Chapter 11-12 by adding new Section 11-12-470 to establish Water Leak Relief Pilot Program (O2024-0008889), 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 voice vote of the members of the committee present, with no dissenting votes on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 11-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 11-12-470, as follows:

11-12-470 Leak Relief Pilot Program.

(a) Title. This section shall be known and cited as the Leak Relief Pilot Program.

(b) Purpose. The Leak Relief Pilot Program is intended to address unexpected City water and sewer bills for customers whose properties experience underground water leaks on their metered water service line.

(c) Definitions. For purposes of this section, the following definitions shall apply:

"Basis period" means either the 12-month period before the leak started or the 6-month period after the leak was repaired. If these time periods are not representative of the average amount of water supplied to the property for which relief is sought, then the basis period will be timeframe determined by the Department of Finance after review of the account and any relevant documentation.

"Comptroller" means the Comptroller of the City of Chicago, or the Comptroller's designee.

"Eligible leak" means a leak on a property owner's water service line where:

(1) the water service line is controlled by a meter located outside of the property; and

(2) the leak is located on the water service line underground between the meter and the property; and

(3) the leak impacted the property owner's utility bill; and

(4) the Department of Water Management has confirmed the location of the leak; and

(5) the leak was repaired on or after January 1, 2023.

"Eligible leak period" means the period when the Eligible Leak impacted the property owner's utility bill as determined by the Department of Finance.

"LRP" means the Leak Relief Pilot Program created by this section.

"Participant" means a participant in the LRP.

"Property owner" means the owner of a single family, two-unit, or three-unit residence, or a commercial property with a water service line of 1 inch in size or less, located in the City of Chicago.

(d) Eligibility. A property owner may become a participant in the LRP if:

(1) the property owner applies to the Comptroller to become a participant; and

(2) the water service line serving the property has experienced an eligible leak; and

(3) a property owner has never been granted relief under the LRP for the property in question.

The Comptroller may require the property owner to provide all documents which may be reasonably needed to support a property owner's eligibility for the LRP as a part of the application for relief.

(e) Determination Of Relief. After acceptance and enrollment in the LRP, the Department of Finance shall:

(1) review the billing history of the participant;

(2) review the history of water passing through the meter at the participant's property, and any other relevant information, to determine which service periods were likely impacted by the eligible leak;

(3) calculate the average amount of water passing through the meter during the basis period;

(4) provide a credit adjustment to reduce the amount of the charges for service during the eligible leak period to an estimated amount based on the average amount of water passing through the meter during the basis period. If the basis period average is higher than the eligible leak period average, then no adjustment shall be applied.

(f) Rules. The Comptroller is authorized to adopt such rules as the Comptroller may deem necessary for the proper implementation, administration, and enforcement of this section.

(g) Property Interest. The LRP is created in the City's sole discretion, and participation in the program and any benefits that result from the program are not intended to create a property interest in any participant or in any individual eligible for the program.

(h) Expiration. This section shall expire and be repealed of its own accord, without further action by the City Council, on December 31, 2026.

SECTION 2. This ordinance shall be in full force and effect on January 1, 2025.

DECLARATION OF OFFICIAL INTENT TO ISSUE TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO THE AVE SW LLC FOR LOW-INCOME RENTAL HOUSING PROJECT AT 3601 AND 3613 -- 3625 W. CHICAGO AVE.

[O2024-0008344]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the issuance of multi-family housing revenue tax-exempt bonds to The Ave SW LLC for the development of affordable housing at 3601 and 3613 -- 3625 West Chicago Avenue in the 27th Ward (O2024-0008344), in the amount of up to $25,000,000, 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 voice vote of the members of the committee present, with no dissenting votes on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 for 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 Ave SW LLC, an Illinois limited liability company (the "Borrower") of which the initial managing member is POAH Ave MM LLC, an Illinois limited liability company whose sole member is Preservation of Affordable Housing, Inc., an Illinois not-for-profit corporation ("POAH"), intends to acquire certain property located generally at 3601 and 3613 -- 3625 West Chicago Avenue in the City (the "Property"); and

WHEREAS, The Borrower and POAH have proposed a certain low-income housing development with commercial space on the Property consisting of the construction of one four-story residential building containing approximately 52 residential dwelling units and approximately 4,000 square feet of commercial space therein, along with associated common areas and parking (the construction and equipping of the real estate and the building and other improvements on the Property, including the residential dwelling units and associated areas in the building, shall be known as the "Project"); and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed $25,000,000 (the "Bonds") for the purpose of financing a portion of the Project costs, including the Eligible Project Costs (as defined herein); and

WHEREAS, It is intended that the interest on the Bonds will be excluded from gross income for federal income tax purposes; and

WHEREAS, It is intended that this ordinance shall constitute a declaration of intent to reimburse certain eligible expenditures for the Project made prior to the issuance of the Bonds ("Eligible Project Costs") from the proceeds of the Bonds (if and when issued) within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Treasury Regulations"); 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 City intends to issue the Bonds and lend all or a portion of the proceeds thereof ("Bond Proceeds") to the Borrower for the purpose of financing a portion of the Project costs, including costs incurred in connection with the issuance of the Bonds and funding certain reserves, if required, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed $25,000,000.

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower and/or its affiliates in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such Eligible Project Costs with Bond Proceeds.

SECTION 4. The Eligible Project Costs to be reimbursed with Bond Proceeds will be paid initially from funds of the Borrower and/or its affiliates.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than Bond Proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project for costs to be paid from Bond Proceeds.

SECTION 6. This ordinance constitutes a declaration of official intent under Section 1.150-2 of the Treasury Regulations.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any 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.

REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO NORTH LAWNDALE INITIATIVE SUPPORT, INC. FOR REHABILITATION OF INDUSTRIAL BUILDING AT 4100 W. FILLMORE ST.

[O2024-0008886]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution of a Tax Increment Financing (TIF) Redevelopment Agreement with North Lawndale Catalyst Initiative, Inc. and North Lawndale Initiative Support, Inc. for the property located at 4100 West Fillmore Street in the 24th Ward (O2024-0008886), 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 voice vote of the members of the committee present, with no dissenting votes on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 5, 1998 and published at pages 60917 to 61071 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 "Original Plan") for the Roosevelt/Cicero Redevelopment Project Area (the "Roosevelt/Cicero Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 1998 and published at pages 61058 to 61064 of the *Journal* of such date, the Roosevelt/Cicero Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 5, 1998 and published at pages 61065 to 61071 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Roosevelt/Cicero Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original Plan; and

WHEREAS, The Original Plan has been amended by ordinances adopted on November 1, 2016 ("Amendment Number 1"), April 24, 2020 ("Amendment Number 2") and October 26, 2022 ("Amendment Number 3"); and

WHEREAS, The Original Plan as amended by Amendment Number 1, Amendment Number 2 and Amendment Number 3 is hereinafter referred to as the "Plan"; 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, North Lawndale Initiative Support, Inc., an Illinois not-for-profit corporation (the "QALICB"), owns or intends to purchase real property located within the Roosevelt/ Cicero Area, which is generally located at 4100 West Fillmore Street, Chicago, Illinois 60624 (the "Property"); and

WHEREAS, The QALICB plans to lease the Property to North Lawndale Catalyst Initiative, Inc., an Illinois not-for-profit corporation ("Prime Tenant") for sublease to various sub-subtenants of the Project (as defined herein); and

WHEREAS, The QALICB and Prime Tenant are together referred to herein as the "Developer"; and

WHEREAS, The Developer plans to commence and complete the rehabilitation of an approximately 168,000 square foot industrial building located on the Property, which will have approximately 120,000 square feet of gross leasable space (the "Project"); and

WHEREAS, The Developer proposes to undertake the Project in accordance with the Plan; and

WHEREAS, Pursuant to Resolution 24-CDC-02 adopted by the Community Development Commission of the City of Chicago (the "Commission") on March 5, 2024, the Commission has recommended that the Developer be designated as the developer for the Project and that the Department of Planning and Development 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:

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

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of Planning and Development (the "Commissioner") or a designee are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (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. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project.

SECTION 5. 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".
(To Ordinance)

Fillmore Center Redevelopment Agreement.

This Fillmore Center 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"), North Lawndale Catalyst Initiative, Inc., an Illinois not-for-profit corporation ("Prime Tenant") and North Lawndale Initiative Support, Inc., an Illinois not-for-profit corporation ("QALICB") (collectively referred to herein as the "Developer" or individually herein as a "Developer Party").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on February 5, 1998 and published in the Journal of Proceedings of the City Council ("Journal") for said date at pages 60917 to 61071 inclusive: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Roosevelt/Cicero Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Roosevelt/Cicero 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 Roosevelt/Cicero Redevelopment Project Area"

(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").

D. The Project: QALICB owns or intends to purchase certain property located within the Redevelopment Area at 4100 West Fillmore Street, Chicago, Illinois 60624 and legally described on Exhibit B (the "Property"), and, within the time frames set forth in Section 3.01, shall start and complete rehabilitation of an approximately 168,000 square foot industrial building (the "Facility"), which will have approximately 120,000 square feet of gross leasable space (the "Tenant Space") thereon. The "Project" means the Facility and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit C. QALICB will lease the Project to Prime Tenant for sublease to various subtenants of the Project. Fillmore Linen Service LLC, an Illinois limited liability company ("Fillmore Linens"), will lease an approximately 45,000 square foot portion of the Facility to operate a commercial laundry business (the "Laundry Facility"). The additional 75,000 square feet are to be used by other industrial and commercial tenants to be determined. 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 shall require Fillmore Linens to create at least 100 new Full-Time Equivalent Employees (or FTEs) at the Laundry Facility within the first two (2) years of operations. The Developer will aspire to create at least 300 FTEs in the Tenant Space.

E. The City of Chicago Roosevelt/Cicero Tax Increment Financing Redevelopment Area Project and Plan (the "Original Redevelopment Plan") included in the Plan Adoption Ordinance has been amended by ordinances adopted on November 1, 2016 (the "First Amendment"), April 24, 2020 (the "Second Amendment") and October 26, 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." Developer will carry out the Project in accordance with this Agreement and the Redevelopment Plan.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as defined below), to pay for or reimburse a Developer Party for the costs of TIF-Funded Improvements incurred by a Developer Party pursuant to the terms and conditions 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 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 Requisition Form (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.

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA 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 the RDA, 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 Occupancy Covenant and Jobs Creation Covenant (Section 8.06); (2) delivery of Financial

Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of a jobs report detailing (i) employee status as full-time or part-time; (ii) ZIP code of employee's primary residency; (iii) total employment tenure of each employee measured in months; (iv) wages above or below the "Living Wage" rate as defined for that year; and (v) progress toward completing the community benefits specified in Section 8.25; and (6) compliance with all other executory provisions of the RDA.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07(g) hereof.

"Capital Event" shall have the meaning set forth for such term in Section 4.09 hereof.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation 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 3.04.

"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 Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

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

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued, subject to extension for each cure period, if any, occurring pursuant to Section 15.03 hereof.

"Construction Contract" shall mean that certain contract to be entered into between Prime Tenant and the General Contractor providing for construction of the Project.

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

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

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

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Employment Plan" shall have the meaning set forth in Section 5.12 hereof.

"Environmental Laws" shall mean 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.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available 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) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company, Developer, NMTC Lenders, and the disbursement agent engaged by the NMTC Lenders.

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

"Facility" shall have the meaning set forth in the Recitals hereof.

"Fillmore Linens" shall have the meaning set forth in the Recitals hereof.

"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 of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by the Developer or by third parties in positions ancillary to the Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

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

"Hazardous Substance" the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"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 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, as adjusted to reflect the amount of the TIF District Administration Fee described in Section 4.05 hereof.

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

"Investment Fund" shall mean a to-be-formed subsidiary of NMTC Investor expected to make a qualified equity investment in each NMTC Lender.

"Jobs Creation Covenant" shall have the meaning set forth in Section 8.06(b) hereof.

"Laundry Facility" shall have the meaning set forth in the Recitals hereof.

"Lender Financing" shall mean funds borrowed by Prime Tenant or QALICB from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof, including, without limitation the NMTC Loan and the Senior Loan.

"Losses" means any and all debts, liens, 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), and shall include

without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, and (b) costs imposed under any Environmental Law enacted after Closing.

"Material Amendment" shall mean an amendment of the Prime Lease, the net effect of which is to directly or indirectly do any of the following with respect to the Project: (a) materially reduce, increase, abate or rebate base rent, other amounts deemed rent, operating expense payments, tax payments, tenant improvement allowances or credits, or other monetary amounts payable (or monetary credits) under the Prime Lease, or otherwise confer or take away any material economic benefit, in each case taking into account all direct economic effects under the Prime Lease of the amendment; or (b) shorten the initial term of the Prime Lease or grant additional early termination rights that, if exercised, would shorten the initial term of the Prime Lease. Notwithstanding the foregoing, an amendment made to comply with NMTC program requirements shall not constitute a "Material Amendment."

"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.

"Net NMTC Equity" shall have the meaning set forth in Section 4.01 hereof.

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

"NMTC" shall mean the Federal New Markets Tax Credits.

"NMTC Compliance Period" shall mean the earlier of (a) the seventh (7th) anniversary of the Investment Fund's last qualified equity investment in a NMTC Lender or (b) the termination or repayment of the NMTC Loan.

"NMTC Investor" shall mean [Dudley Ventures, LLC, a _____], or such other investor in NMTCs generated by the Project as may be engaged by Developer.

"NMTC Lenders" shall mean, collectively, one or more community development entities or their respective subsidiaries that make NMTC Loans to QALICB for the Project.

"NMTC Loan" shall mean those certain loans made by the NMTC Lenders to QALICB for the Project.

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

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

"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.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit D hereto.

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

"Plans and Specifications" shall mean initial 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.

"Prime Lease" shall mean that certain lease from QALICB to the Prime Tenant.

"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.

"Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities performed by Developer with respect to the Parcel.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit F, to be delivered by Developer to DPD pursuant to Section 4.03(c) of this Agreement.

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

"Senior Lender" means, collectively, or individually, as the context may require, _____.

"Senior Loan" shall mean, collectively, [*List all loans to Prime Tenant, including any bridge of TIF*].

"Survey" shall mean 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 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 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.

"Tenant Space" shall have the meaning set forth in the Recitals hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the last day of the Compliance Period.

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

"TIF District Administration Fee" shall mean the fee described in Section 4.05 hereof.

"TIF-Eligible Costs" include land assembly, demolition, site preparation, environmental remediation, rehabilitation, and other eligible activities under the Act.

"TIF Fund" shall mean 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" 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.

"Title Company" shall mean _____.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing QALICB 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

Corporation Counsel in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.* as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"WARN Act" 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, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations therein no later than 24 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $39,500,000. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing, Equity, Net NMTC Equity and the Grant Funds (Private Philanthropy) as described in Section 4.01 hereof, shall be sufficient to complete the Project. Developer further certifies to the City that the Project Budget is true, correct and complete in all material respects. 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 Developer to DPD for DPD's prior written approval: (a)

a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). 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 10 business days after the execution of such Change Order and 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, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. 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 Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written quarterly 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). 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 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 hereunder. The inspecting agent or architect may be the same one being used in such role by the NMTC Lender or the Senior Lender providing Lender financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DPD retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. This sign may also name other financing sources. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $39,500,000 to be applied in the manner set forth in the Project Budget (the "Total Project Cost"). Such costs shall be funded through a NMTC financing structure, including the NMTC Loan, in part, from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	$10,000,000
City Funds (subject to Section 4.03)	$10,000,000
Net NMTC Equity (up to)	$7,500,000**
Grant Funds (Private Philanthropy)	$12,000,000
Grant Funds (State & Federal)	TBD
ESTIMATED TOTAL	$39,500,000*

(*Amount does not reflect anticipated bridge loans or grants for City Funds. **Any amount less than $7,500,000 will increase the Grant Funds (Private Philanthropy))

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 hereof.

4.02 Developer Funds. Equity, Lender Financing, and Net NMTC Equity, including bridge financing for any of the foregoing, and Grant Funds as set forth in Section 4.01 above, shall be used directly or indirectly through a NMTC financing structure 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 a Developer Party for costs of TIF-Funded Improvements incurred by such Developer Party 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 Section 4.03(b)), 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.

(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 provide City Funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse a Developer Party for the costs of the TIF-Funded Improvements incurred by such Developer Party:

Source of City Funds	Maximum Amount
Incremental Taxes	$10,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $10,000,000 or approximately 24.50% of the actual Total Project Costs; and provided further, that the up to $10,000,000 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 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 to complete any TIF-Funded Improvements that are public works or improvements.

The City Funds shall be paid to Prime Tenant in two payments pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

1. First payment in an amount up to $7,000,000 or up to 70% of City Funds, will be paid upon receipt of the Certificate.

2. Second and final payment in an amount up to $3,000,000 or up to 30% of the City Funds, will be paid upon the first anniversary of the issuance of the Certificate (the "Second Payment").

The Second Payment is subject to reduction based on the amount of Grant Funds (State & Federal), if any, secured by the Developer. Developer will diligently pursue Grant Funds (State & Federal) but will bridge these sources or fully cover funding in the event the Developer is unsuccessful. If the Developer is successful in securing Grant Funds (State & Federal), then the Second Payment shall be reduced by $300,000 for every $1,000,000 secured by the Developer, as follows:

State & Federal Grants	Amount of Second Payment
$0	$3,000,000
$1,000,000	$2,700,000
$2,000,000	$2,400,000
$3,000,000	$2,100,000
$4,000,000	$1,800,000
$5,000,000	$1,500,000
$6,000,000	$1,200,000
$7,000,000	$900,000
$8,000,000	$600,000
$9,000,000	$300,000
$10,000,000	$0

The Second Payment is further subject to reduction if Developer fails to comply with Section 8.22, Sustainable Development Policy as set forth in Section 8.22.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $10,000,000 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 or Lender Financing, with the consent of the City in its sole discretion, to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

When the Developer makes a written request for the issuance of the Certificate and prior to the first anniversary of the issuance of the Certificate (or such other date as the parties may agree to), Developer shall provide DPD with a Requisition Form as provided in Exhibit F, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.04 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.

4.05 TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes 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.

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, 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 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 Redevelopment 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 City Funds; (ii) the undisbursed Lender Financing, if any (including any Lender Financing advanced into and available in a controlled account pledged to NMTC Lenders); (iii) the undisbursed Equity (including any bridge financing for any of the foregoing), (iv) the Net NMTC Equity, (v) the undisbursed Grant Funds (Private Philanthropy) set forth in Section 4.01 hereof, and (vi) 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, deposit with the escrow agent or NMTC Lenders (or an account controlled by NMTC Lenders) or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided in Section 7 hereof.

4.09 Return of City Funds Upon Refinance, Sale or Transfer. Except (1) in connection with the transfer of the Project from QALICB to an affiliate of Developer, (2) in connection with the financing related to the end of the NMTC Compliance Period of the Project, or (3) in connection with the transfer, in the sole discretion of the City, to a Community Benefits Trust or an entity that reasonably fulfills the same purpose of a Community Benefits Trust that may be created in the future, in the event of a refinance, sale or transfer of the Project or any part thereof (each happening being a "Capital Event"), from the Closing Date until the 10th anniversary of the issuance of the Certificate, the Prime Tenant agrees to pay and remit to the City an amount equal to 100% of the City Funds paid to date. The transfer to a Community Benefits Trust or an entity that reasonably fulfills the same purpose of a Community Benefits Trust shall only be allowed by the City if the transfer provides clear and defined benefits to the North Lawndale community. This covenant shall not run with the land but shall be personal to Developer.

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. 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. 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. Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity, Lender Financing, Net NMTC Equity (including any bridge financing for any of the foregoing) and the Grant Funds (Private Philanthropy) 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, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of the construction Escrow Agreement. Any liens against the Property in existence at the Closing Date, other than 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 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 QALICB 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. Developer has provided to DPD, on or prior to the Closing Date, documentation related to QALICB's ownership 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 Developer's name showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

Jurisdiction	**Searches**
Secretary of State	UCC, Federal tax
Cook County Recorder	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

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

5.08 Insurance. 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, Developer has furnished the City with an opinion of counsel in a form acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

5.10 Intentionally omitted.

5.11 Financial Statements. Developer will provide Financial Statements after the close of RDA and within six months of the close of the first year of operation and thereafter for the duration of the RDA compliance period.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in

connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

5.13 Environmental. Developer has 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 has provided DPD with copies of that certain Hazardous Building Materials Survey completed with respect to the Property buildings. 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. Each entity comprising Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which such entity is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws or operating agreement of such entity; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an Event of Default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving 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.

5.16 Leases. Developer has provided DPD with copies of the Prime Lease and any subleases or letters of intent by and between the Prime Tenant and the Project subtenants in effect as of the Closing Date.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 [Intentionally omitted.]

6.02 Construction Contract. Developer shall deliver to DPD a copy of the Construction Contract with the General Contractor selected to handle the Project

6.03 Performance and Payment Bonds. In lieu of payment and performance bonds, the Developer has provided the City with evidence of a guaranty of construction completion acceptable to the City.

6.04 Employment Opportunity. 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 OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation and construction of the Project in accordance with the terms of this Agreement, and upon Developer's written request, DPD shall issue to Developer a Certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. No Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

- Evidence acceptable to DPD that the Total Project Cost is equal to, or in excess of, $39,500,000. If the final cost is less than the Total Project Cost , City Funds will be reduced on a dollar-for-dollar basis.
- Evidence that Developer has incurred TIF-Eligible costs in an amount equal to, or greater than, the total maximum amount of City Funds.
- Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project.
- Closeout letter from Construction Compliance showing compliance with MBE/WBE, prevailing wage, and City residency requirements.
- Evidence acceptable to DPD that the Laundry Facility is operational and that no less than 25% of the Tenant Space is occupied by operational businesses.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation and 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, 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 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 8.02 (*Covenant to Redevelop*), Sections 8.05 (*Ground Prime Lease Representations, Warranties and Covenants),* 8.19 (*Real Estate Provisions*), and 8.20 (*Annual Compliance Report*) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, 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 shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume 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 (excluding the QALICB) 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 (excluding the QALICB).

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 representations and warranties provided by Developer under this Agreement are material conditions precedent to the City's obligations under this Agreement. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Compliance Period, that:

(a) Each entity comprising Developer is an Illinois not-for-profit corporation duly organized, validly existing and qualified to do business in Illinois, and licensed to do business in any other

state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, QALICB 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)

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

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

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

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

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except for the Prime Lease and the subleases from the Prime Tenant to Project subtenants; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity except in connection with receiving the NMTCs, Lender Financing or other financing needed to complete the Project, provided that the City expressly consents to the

guarantees and indemnities entered into by Developer in conjunction with the NMTC Loan, the Senior Loan and/or the other Lender Financing, including, without limitation, (i) a guaranty by Developer of the NMTC Loan and construction completion obligations with respect to the Project, (ii) Developer agreeing to indemnify an indirect equity holder in the Investment Fund on account of a recapture or disallowance of the NMTC expected to be claimed by such party), (iii) an environmental indemnity by Developer for the benefit of the NMTC Lenders and affiliates thereof, and (iv) guarantees and obligations of and under the Lender Financing; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, prior to the issuance of the Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except NMTC Loan, Lender Financing, and other financing disclosed in the Project Budget;

(l) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Fillmore Center Project Account of 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 it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part (except in connection with the Lender Financing, the enforcement thereof, or in accordance with the terms of Section 16 hereof) 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

(q) The covenants listed in this Section 8 pertaining to transfers, shall not apply to a transfer of ownership interest from QALICB to one of Developer's subsidiaries or affiliates through a quitclaim deed or to a Community Benefits Trust in accordance with Section 4.09 of this Agreement.

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, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

8.04 Use of City Funds. City Funds disbursed to a Developer Party shall be used by such Developer Party solely to pay for (or to reimburse such Developer Party for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Prime Lease Representations, Warranties and Covenants. The Developer represents, warrants and covenants as follows:

(a) as of the date hereof, each of the Prime Lease is valid and binding as to QALICB and Prime Tenant, is in full force and effect, and is either unmodified or modified only by approved Material Amendments and/or amendments that do not constitute Material Amendments;

(b) as of the date hereof, each of the QALICB and Prime Tenant has performed all of its current obligations under each of the Prime Lease;

(c) Throughout the Term of the Agreement, each of QALICB and Prime Tenant (i) shall deliver to DPD a copy of written notice of any change in circumstances of which Developer has knowledge that makes the representations and warranties in this Section 8.05 inaccurate; and (ii) shall comply with its obligations under the Prime Lease;

(d) Throughout the Term of the Agreement, neither QALICB nor Prime Tenant shall (i) execute or consent to a Material Amendment or (ii) sell, sublease, release, assign or otherwise transfer its interest in either the Prime Lease, except as contemplated by the Prime Lease or the

sub-leases from Prime Tenant to subtenants and as consistent with the Occupancy Covenant without the prior written consent of DPD, which consent shall be in DPD's sole discretion;

The covenants set forth in this Section 8.05 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

8.06 Jobs Creation and Occupancy Covenants.

(a) Occupancy Covenant. The Developer will be required to maintain no less than 75% of the Tenant Space occupied by operational businesses throughout the Compliance Period after twenty-four (24) months after commencing operations.

(b) Jobs Creation Covenant. The Developer shall ensure that Fillmore Linens hires no less that one hundred (100) FTEs associated with the Laundry Facility within the first two (2) years of operations and maintain one hundred FTEs throughout the Compliance Period.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City monthly written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. 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. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DPD, from time to time, statements of its employment profile upon DPD's request.

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project,

the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2023 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited Financial Statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 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, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer shall furnish to DPD, within thirty (30) days 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 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. 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 Developer to any other person or entity. Developer shall immediately notify DPD of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), 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. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, 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. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property

to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

8.20 Annual Compliance Report(s). Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report on each anniversary of the Closing Date after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project within one (1) year after the date of the Certificate. If a default occurs under this Section 8.22, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. 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

8.24 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) 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, 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 the Construction Contract and subcontracts thereof 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 Project) shall be deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one

or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five (5) 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) 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 Prime Tenant or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

Any Hazardous Building Materials identified in the Hazardous Building Materials Survey provided by the Developer, that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. A report documenting the abatement plan shall be submitted to the City for review prior to beginning any renovation, demolition, or abatement work. Please note that abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

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 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.

SECTION 12. INSURANCE

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

(a) 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.

(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.

(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.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, 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. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent 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.

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, including, but not limited to, Section 8.24; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating 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 whatsoever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, 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, 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 death of any natural person who owns a material interest in Developer;

(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) prior to the end of the Term of the Agreement, the sale or transfer of the ownership interests of Developer without the prior written consent of the City, any sale, transfer, conveyance, lease or other disposition of all; or substantially all of Developer's assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or as otherwise expressly permitted by this Agreement;

(l) 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;

(m) the failure of Developer to obtain the Certificate prior to the second anniversary of the Closing Date, or

(n) failure of the Developer to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Compliance Period as provided in Section 8.20.

For purposes of Sections 15.01(i) and 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,

suspend disbursement of City Funds, and/or seek reimbursement of any City Funds from Prime Tenant that have been paid. 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 from Prime Tenant, injunctive relief or the specific performance of the agreements contained herein.

Upon the occurrence of an Event of Default under Section 15.01 (n), Prime Tenant shall be obligated to pay to the City the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default under Section 15.01 (n) where the City intends to exercise the remedy to terminate this Agreement, suspend disbursement of City Funds, or reduce any payments under this Agreement, the City shall provide notice and an opportunity to cure as provided in Sections 15.03 and 15.04(b).

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, Sustainable Development Policy, the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Lender Notice and Cure Right. If Lender Financing is derived from a tax credit investment, including but not limited to the New Markets 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;

(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; and

(c) If and to the extent that an Event of Default was caused by a default under Lender Financing, and either the Senior Lender or NMTC Lender or their successors, assigns or designees, as applicable (each, a "Foreclosing Party") (i) institutes appropriate legal proceedings to obtain possession of the Property, and (ii) delivers written notice to the City that the Foreclosing Party, shall, upon taking possession of the Property, accept the obligations and liabilities of "Developer" under this Agreement as set forth in Section 16, then the period for curing such default shall be extended for such reasonable period of time agreed to by the City as is necessary for the Foreclosing Party to obtain possession of the Property; provided that such Event of Default shall be deemed cured when the Foreclosing Party (i) obtains possession of the Property and (ii) agrees to accept the obligations and liabilities of "Developer" under this Agreement, as set forth in Section 16.

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, including, but not limited to the NMTC Loan and the Senior Loan) 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 rights and 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 18.15 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 or Senior Lender, or designee thereof or foreclosure purchaser, shall succeed to Developer's interest in the Property or any portion thereof or otherwise succeed to Developer's interest in the collateral provided for such loan, pursuant to the

exercise of rights and remedies under an Existing Mortgage or a Permitted Mortgage, or otherwise succeeds to the Developer's interest in this Agreement, whether by foreclosure or deed in lieu of foreclosure or otherwise, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 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"; 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 Senior Lender or such mortgagee under a Permitted Mortgage or an Existing Mortgage or designee thereof or foreclosure purchaser 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 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.

If to the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to Developer:

North Lawndale Catalyst Initiative, Inc.
50 E. Washington, Suite 400
Chicago, IL 60602
Attention: Reginald Jones
Email: rjones@fic-sff.com

North Lawndale Initiative Support, Inc.
50 E. Washington
Chicago, IL 60602
Attention: Reginald Jones
Email: rjones@fic-sff.com

With a copy to:

Applegate & Thorne-Thomsen, P.C
425 S. Financial Place, Suite 1900
Chicago, IL 60605
Attention: Debra A. Kleban
Email: dkleban@att-law.com

If to Lender Financing parties:

If to Senior Lender:

Attention: _____
Email: _____
_____
_____
With a copies to:

Attention: _____
Email: _____
_____
If to NMTC Lenders: _____

Attention: _____
Email: _____
_____
With Copies To: _____

Attention _____
Email: _____
_____
_____

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 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%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached 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/or 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 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 any lender holding Lender Financing. 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 Sections 8.19 Real Estate Provisions and 8.24 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided 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 events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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 agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any

matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

NORTH LAWNDALE CATALYST INITIATIVE, INC.
an Illinois not-for-profit corporation

By: _____
Name:
Title:

NORTH LAWNDALE INITIATIVE SUPPORT, INC.
an Illinois not-for-profit corporation

By: _____
Name:
Title:

CITY OF CHICAGO

_____
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 _____, personally known to me to be the _____ of North Lawndale Catalyst Initiative, Inc., an Illinois not-for-profit corporation (the "Prime Tenant"), 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 Board of Directors of Prime Tenant, as his free and voluntary act and as the free and voluntary act of Prime Tenant, 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 _____, personally known to me to be the _____ of North Lawndale Initiative Support, Inc., an Illinois not-for-profit corporation (the "QALICB"), 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 Board of Directors of QALICB, as his free and voluntary act and as the free and voluntary act of QALICB, 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)

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.

CITY OF CHICAGO

_____
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 Ciere 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 she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as 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)Exhibit "A" referred to in this Fillmore Center Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibit "E-2" referred to in this Fillmore Center Redevelopment Agreement included within (Sub)Exhibit "E-1".]

(Sub)Exhibits "B", "C", "D", "E-1" and "F" referred to in this Fillmore Center Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Fillmore Center Redevelopment Agreement)

Property.

[Subject To Survey And Title Insurance]

To Be Inserted At Closing.

Parcel Numbers:

16-15-420-014-0000;

16-15-420-015-0000;

16-15-420-016-0000; and

16-15-423-049-0000.

Property Address:

4100 West Fillmore Street
Chicago, Illinois 60624.

(Sub)Exhibit "C".
(To Fillmore Center Redevelopment Agreement)

TIF-Funded Improvements.*

See (Sub)Exhibit E-1 attached hereto.

*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 lesser of $10,000,000 or approximately 24.50 percent of the Project Budget.

[(Sub)Exhibit "E-1" to these TIF-Funded Improvements printed on page 11688 of this *Journal*.]

(Sub)Exhibit "D".
(To Fillmore Center Redevelopment Agreement)

Permitted Liens.

1. Liens Or Encumbrances Against The Property:

   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, if any (provided that Prime Tenant is providing a lien against its assets to Senior Lender as collateral in connection with a Senior Loan):

[Developer to Insert]

(Sub)Exhibit "E-1".
(To Fillmore Center Redevelopment Agreement)

Project Budget.

PROJECT BUDGETS

	Project Budget	MBE/WBE Budget	TIF – Funded Improvements
Acquisition	**$8,000,000**	**$-**	**$8,000,000**
Hard Costs			
Shell	$1,460,000	$1,460,000	$1,460,000
Interior Construction	$576,000	$576,000	$576,000
Elevators	$545,000	$545,000	$545,000
Plumbing	$1,415,000	$1,415,000	$1,415,000
HVAC	$8,217,000	$8,217,000	$8,217,000
Fire Protection	$530,000	$530,000	$530,000
Electrical	$5,932,000	$5,932,000	$5,932,000
FF&E: Laundry Equipment	$8,444,000	$-	$-
Demolition	$-	$-	$-
Site Utilities	$771,000	$771,000	$771,000
General conditions	$-	$-	$-
Hard Cost Contingency	$955,000	$955,000	$955,000
Total Hard Costs	**$28,845,000**	**$20,401,000**	**$20,401,000**
Soft Costs/Fees			$-
Architecture & Engineering	$425,000		$-
Closing Costs	$65,000		$-
Financing & Accounting	$50,000		$-
Additional Work & Studies	$30,000		$-
Construction Fee	$440,500		$-
Permits & Titles	$100,000		$-
Developer Fee	$-		$-
Soft Cost Contingency	$1,470,000		
Total Soft Costs	**$2,580,500**	**$-**	**$-**
Total	**$39,425,500**	**$20,401,000**	**$28,401,000**

MBE26% $5,304,260
WBE6% $1,224,060

(Sub)Exhibit "F".
(To Fillmore Center Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of North Lawndale Catalyst Initiative, Inc., an Illinois not-for-profit corporation (the "Prime Tenant"), hereby certifies that with respect to that certain Fillmore Center Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2024 (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. Prime Tenant requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Prime Tenant hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

North Lawndale Catalyst Initiative, Inc.
an Illinois not-for-profit corporation

By: _____
Name

Title: _____

Subscribed and sworn before me this
_____ day of _____, ____

_____

My commission expires: _____

_____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT PARK 598, 1514 N. LARRABEE ST.

[O2024-0008342]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the first amendment to the intergovernmental agreement with the Chicago Park District for the provision of Tax Increment Financing (TIF) funds for improvements at Park 598 located at 1514 North Larrabee Street in the 27th Ward (O2024-0008342), in the amount of $1,250,000, 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 voice vote of the members of the committee present, with no dissenting votes on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 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 Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; 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 and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on June 30, 1997, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the City Council of the City (the "City Council"), for said date, and as subsequently amended, the City Council: (i) approved

and adopted a redevelopment plan and project for a portion of the City known as the "Near North Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; as amended on April 24, 2020 and October 14, 2021; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental 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 (Increment collected from the Area shall be known as the "Near North Increment"); and

WHEREAS, In an ordinance adopted on April 10, 2019 and published at pages 98051 -- 98073 of the *Journal* for that date, the City Council authorized the Department of Planning and Development of the City ("DPD") to use a portion of the Near North Increment in an amount not to exceed $3,150,000 for the purpose of constructing improvements to Near North Park (Park 598), which is generally located at 1514 North Larrabee Street, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On February 19, 2020, the City and the Park District entered into an Intergovernmental Agreement (the "Agreement") whereby the City agreed to pay for or reimburse the Park District for the Project; and

WHEREAS, DPD desires to reallocate to the Park District an additional $1,250,000 from the Near North Increment in order to cover additional costs of the Project; and

WHEREAS, The City and the Park District desire to enter into an amendment to the Agreement in substantially the form attached as Exhibit A (the "First Amendment") whereby the City shall increase the amount of assistance by $1,250,000 for a total of $4,400,000 to cover the Project costs; now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner of Planning and Development (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the First Amendment in substantially the form attached hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment on behalf of the City.

SECTION 3. 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 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".

First Amendment To Intergovernmental Agreement.

This amendment (the "First Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of February 19, 2020 (the "Agreement"), is made and entered into as of _____, 2024, by and between the City and the Park District.

Recitals.

Whereas, An ordinance approved by the City Council of the City (the "City Council") on April 10, 2019, and published at pages 98051 -- 98073 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of that date, authorized the Commissioner of DPD to execute an intergovernmental agreement with the Park District, to undertake renovations at Near North Park (Park 598) (the "Project"), generally located at 1514 North Larrabee Street in Chicago, Illinois (the "Property"), as legally described in Exhibit A of the Agreement; and

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

Whereas, In accordance with the provisions of the Act, and pursuant to ordinances adopted on June 30, 1997, and published in the *Journal* for said date at pages 49207 -- 49374, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Near North Redevelopment Project Area" (the "Near North Redevelopment Area"); (ii) designated the Near North Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Near North Redevelopment Area, and the foregoing Plan being subsequently amended on April 24, 2020 and October 14, 2021; and

Whereas, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental 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 (Increment collected from the Near North Redevelopment Area shall be known as the "City Increment"); and

Whereas, Pursuant to the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the City Increment in an amount not to exceed $3,150,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

Whereas, DPD and the Park District have determined that it is in the best interests of both parties to provide additional funding for the construction of the TIF-funded improvements at Near North Park ("Additional Improvements") on the Property; and

Whereas, The Additional Improvements will include development of a new park with amenities that include an entry plaza, walking paths, outdoor fitness station, playground, ornamental fencing, open lawn and landscaping; and

Whereas, The City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed $1,250,000 for the purpose of paying for or reimbursing the Park District for the Additional Improvements; and

Whereas, The City and the Park District wish to amend the Agreement to include the Additional Improvements and to increase the amount of City Increment available to the Park District from an amount not to exceed $3,150,000 to an amount not to exceed $4,400,000; and

Whereas, On _____, the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this First Amendment; and

Whereas, On _____, 2024, the City Council authorized an ordinance which is published at pages _____ to _____ of the *Journal* of said date that authorized the making of this First Amendment;

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.

The foregoing recitals are hereby incorporated into this Amendment by reference.

Section 2.

Terms And Conditions.

Recital J and Section 2.6 of the Agreement are hereby amended by deleting the amount of $3,150,000 and inserting the amount of $4,400,000.

Section 3.

Exhibits.

1. Exhibit C, Project Budget to the Agreement is hereby amended by adding Exhibit C-1, Project Budget which represents the project budget for the Additional Improvements as indicated below:

Exhibit "C-1".

Project Budget.

The total cost of the Project, as amended, is $4,400,000. In no event, however, shall funding from the Near North TIF Fund exceed $4,400,000.

Sources	Amount
Near North TIF	$1,250,000
Total:	$1,250,000
Uses	**Amount**
Design	$ 36,000
Playground and Outdoor Fitness	320,000
Dog Friendly Area	130,000
Site Development: Remediation, Walking Paths, Landscaping, Lights, Utilities, Benches, Sidewalks	650,000
Water Main	114,000
Total:	$1,250,000

The Commissioner may approve changes to this preliminary budget.

2. If any of the provisions of the Agreement conflict with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

3. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed and delivered as of the date first above written.

Chicago Park District

By: _____

Name: Rosa Escareño

Its: General Superintendent and CEO

City of Chicago

By: _____

Name: Ciere Boatright

Its: Commissioner of Planning and Development

Attest: _____
Kantrice Ogletree,
Secretary

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH NP AVENUE O LLC RELATED TO PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT COMMERCE PARK.

[O2024-0008340]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an amendment to the Redevelopment Agreement with NP Avenue O LLC for improvements at Commerce Park in the 10th Ward (O2024-0008340), 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 voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Dowell on May 13, 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, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Dowell -- 1.

Alderperson Harris 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 April 10, 2019, and published at page 98209 of the *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "Original Project Ordinance"), the City, by and through its Department of Planning and Development ("DPD"), and NP Avenue O LLC, a Missouri limited liability company (the "Developer"), entered into that certain North Point Redevelopment Agreement on August 29, 2019 (the "Original Redevelopment Agreement"); and

WHEREAS, The Original Redevelopment Agreement provided certain City financial assistance to the Developer's development of certain property located within the 116th/Avenue O Redevelopment Area (as defined in the Original Redevelopment Agreement) west and south of the intersection of 116th Street and Avenue O, Chicago, and legally described on Exhibit A hereto (the "Property"), as a master developer, whereby, on its own or in conjunction with one or more Approved Purchasers that have entered into Partial Assumption Agreements (as those terms are defined in the Original Redevelopment Agreement), Developer shall commence and complete construction of, and will commence business operations or lease to others for the purpose of their business operations, a certain Facility (as defined in the Original Redevelopment Agreement), consisting of not fewer than one fully enclosed building, which will be constructed in phases. Within the Facility, Developer and Approved Purchasers will, and will require their tenants at the Facility to, meet various Jobs Goals (as defined in the Original Redevelopment Agreement) (collectively referred to herein as the "Project"); and

WHEREAS, Within the Property, Developer shall also commence and complete construction of new streets to serve the Facility (including each component thereof) and Project, and will complete the dedication of those new streets as public rights of way known as "South Burley Avenue" and "East 122nd Street" (the "Streets Project"), as described more fully in the Original Redevelopment Agreement; and

WHEREAS, Since the effective date of the Original Redevelopment Agreement, the Developer, the Illinois Commerce Commission and the railroads adjoining the Streets Project have negotiated a construction timetable for the Streets Project that is more prolonged than the deadline set in the Original Redevelopment Agreement, which delay requires an amended Streets Project timetable for completion; and

WHEREAS, The parties desire to amend the Original Redevelopment Agreement in an Amending Agreement (as defined below) to, among other things, set a longer construction timetable for the completion of the Streets Project; and

WHEREAS, The Amending Agreement will not increase the amount of TIF assistance to the Developer; and

WHEREAS, The City contemplates making no changes to the total amount of TIF assistance; 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 Commissioner of DPD (the "Commissioner") or 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 Original Redevelopment Agreement between the City and the Developer substantially in the form attached hereto as Exhibit A and made a part hereof (the "Amending Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Amending Agreement. The Commissioner or a designee of the Commissioner is each hereby authorized to give such approvals and consents on behalf of the City as are expressly provided for in the Amending Agreement.

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 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)

Amendment No. 1 To North Point Redevelopment Agreement.

This Amendment No. 1 to the North Point Redevelopment Agreement (this "Amending Agreement") is made as of this _____, 2024 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and NP Avenue O, LLC, a Missouri limited liability company (the "Developer")

RECITALS

WHEREAS, on August 29, 2019, DPD and the Developer entered into a Tax Increment Financing ("TIF") redevelopment agreement entitled the North Point Redevelopment Agreement (the "RA"), to provide certain City financial assistance to the Developer's development of certain property located within the 116th/Avenue O Redevelopment Area (as defined in the RA) west and south of the intersection of 116th Street and Avenue O, Chicago, and legally described on Exhibit A hereto (the "Property"), as a master developer, whereby, on its own or in conjunction with one or more Approved Purchasers that have entered into Partial Assumption Agreements (as those terms are defined in the RA), Developer shall commence and complete construction of, and will commence business operations or lease to others for the purpose of their business operations, a certain Facility (as defined in the RA), consisting of not fewer than one fully enclosed building, which will be constructed in phases. Within the Facility, Developer and Approved Purchasers will, and will require their tenants at the Facility to, meet various Jobs Goals (as defined in the RA) (collectively referred to herein as the "Project"); and

WHEREAS, within the Property, Developer shall also commence and complete construction of new streets to serve the Facility (including each component thereof) and Project,

and will complete the dedication of those new streets as public rights of way known as "South Burley Avenue" and "East 122nd Street" (the "Streets Project"); and

WHEREAS, since the effective date of the RA, the Developer, the Illinois Commerce Commission and the railroads adjoining the Streets Project have negotiated a construction timetable for the Streets Project that is more prolonged than the deadline set in the RA, which delay requires an amended Streets Project timetable for completion; and

WHEREAS, the parties desire to amend the RA to, among other things, set a longer construction timetable for the completion of the Streets Project; and

WHEREAS, this Amending Agreement will not increase the amount of TIF assistance to the Developer; and

WHEREAS, the City contemplates making no changes to the total amount of TIF assistance; and

WHEREAS, pursuant to an ordinance of the City Council of the City passed on _____, 2024, the Commissioner of DPD is authorized to enter into this Amending 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 hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. REAFFIRMATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS

The Developer reaffirms each and every representation, warranty and covenant made in the RA, as amended by this Amending Agreement. The Developer reaffirms that it has insurance in force that conforms to the requirements of Section 12 of the RA.

SECTION 3. AMENDING TEXT

The parties agree that various definitions and sections of the RA are hereby amended, as follows:

Recital F is deleted and replaced with:

F. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Lake Calumet Industrial Incremental Taxes (as defined below) from the Lake Calumet Industrial TIF Fund to pay for eligible redevelopment project costs incurred in the 116th/Avenue O Redevelopment Area because the Lake Calumet Industrial Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 116th/Avenue O Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay its City Funds obligation (as such term is defined herein) to Developer for the City Funds Direct Payment (as defined below) under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Lake Calumet Industrial Incremental Taxes from the Lake Calumet Industrial Redevelopment Area (prior to the expiration of said Area) into the 116th/Avenue O TIF Fund (as defined herein).

Section 3.01, The Project, subsections (c) and (d), are deleted and replaced with:

(c) Withdrawal of Parcels From the Project. In lieu of constructing a Subsequent Phase as Optional Construction, the Developer may withdraw one or more parcels from the Property and Project before construction commences on them. Any such withdrawal (a "Withdrawal") must first be proposed to the City by Developer in a writing specifying (i) the particulars of the parcel(s) to be withdrawn from the Project and Property, (ii) the reasons the Developer seeks the Withdrawal, (iii) the effect of the proposed Withdrawal on the Streets Project, (iv) the effect of the proposed Withdrawal on the adjoining parcels within the Property, (v) an affirmation that no construction has begun on the parcel(s), and (vi) a request that the City approve the Withdrawal. Once such writing is received, the City may request additional information about the proposed Withdrawal. The City will evaluate the proposed Withdrawal solely for adverse effects of the Withdrawal on the Project. If the City determines in its sole discretion that there will be no adverse effects, the City will approve the Withdrawal in a writing provided to Developer and will thereafter consider said parcel permanently removed from the Project.

(d) Declaration of Project Completion. On the Outside Start Date, and also on the Outside Completion Date, the City will take into account all issued Completion Certificates and all issued Phase Commencement Letters and may declare which issued or pending Completion Certificate will be deemed the Final Completion Certificate.

(e) Streets Project. With respect to the Streets Project, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.16 hereof, construct portions of the Streets Project, each portion in a manner and sufficiently timely to allow the timely commencement of business operations for each Phase as required and set forth in Section 3.01(a) or (b) above.

Only that portion of construction by Developer that (i) is intended to be dedicated as public right of way and (ii) is completed prior to December 31, 2026 qualifies as a part of the Streets Project. Any construction that is intended to be dedicated as public right of

way but has not been completed prior to December 31, 2026 shall not be deemed a part of the Streets Project and shall not be subject to reimbursement from City Funds.

Section 4.04, Requisition Form; Payments, is deleted and replaced with:

After the Closing Date and throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full pursuant to the terms and conditions of this Agreement, Developer shall provide DPD with Requisition Forms, along with the documentation described therein, in order to request payments of City Funds for the Project and the Streets Project.

Each Requisition Form tendered is restricted to either Project costs or Streets Project costs, but not both on one form.

Requisition Forms for Project costs may be tendered not earlier than June 1st of any given year or as otherwise permitted by DPD, and not more often than once per year.

Requisition Forms for Streets Project costs may be tendered not more often than once per year or as otherwise permitted by DPD.

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

Payments of City Funds for Project costs shall be made pursuant to the box set forth in Section 4.03(b) above, and only to Developer as set forth in proviso (v) thereof.

Payments of City Funds for Streets Project costs shall be made pursuant to the box set forth in Section 4.03(b) above, and only to Developer as set forth in proviso (v) thereof, and also subject to these additional conditions:

•Such payments will be available to reimburse Developer for costs incurred for Streets Construction between January 1, 2019 and December 31, 2026. The first allocation of payments of City Funds for the Streets Project will be available in 2020.

•Developer will perform Streets Construction in the sequence and segments as reasonably determined by Developer, and reasonably approved by CDOT, such approval not to be unreasonably withheld or delayed.

•Payments to Developer for this work may not exceed $3.3 million in any calendar year unless additional funds are available from the previous year. For example, the City would not pay more than $3.3 million in funding in 2020, even if the Developer had incurred $4.0 million in expense for the Streets Project. The remaining $700,000 would be held for disbursement in 2021. Conversely, if the Developer was due only $3.0 million in 2020, then $3.6 million would be available in 2021.

•CDOT will provide approval for the work prior to each payment, and payment will be made as soon as possible thereafter, subject to the limitations herein.

•Any funds that remain undisbursed after payment to Developer for expenses incurred or requisitioned prior to 12/31/2026 will be forfeited.

•Developer is not under any obligation to perform the Streets Project, nor is the City obligated to make any payments of City Funds for the Streets Project, until those sections of the Streets Project are accepted as public right-of-way by CDOT.

•Payments to Developer for the Streets Project will be pro-rated based on the percentage that has been completed of all Streets Project work for any given year as determined by CDOT.

SECTION 4. NO OTHER AMENDMENTS TO AGREEMENT

Except as set forth herein, and except as modified by this Amending Agreement, the RA is not amended.

SECTION 5. OBLIGATIONS TO RECORD AND TO PROVIDE DOCUMENTS

The Developer shall execute and deliver to the City such documents as may be required by the Corporation Counsel of the City, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form set forth in Exhibit B hereto.

The Developer shall cause this Amending Agreement to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the Office of the Cook County Clerk. This Amending Agreement shall be recorded prior to any mortgage made in connection with lender financing involving the Property or, if one or more such mortgages exist, then a Subordination Agreement as set forth in the RA shall be executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recordings. Upon making the recordings, the Developer shall immediately transmit to the City executed originals of this Amending Agreement and the Subordination Agreement showing the dates and recording numbers of record.

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

NP Avenue O, LLC, a Missouri limited liability company

By: NPD Management, LLC, a Missouri limited liability company, its sole manager

By:_____
Nathaniel Hagedorn

Its:____Manager

CITY OF CHICAGO, by and through its Department of Planning and Development

By: _____
Ciere Boatright, Commissioner

STATE OF MISSOURI)
) SS
COUNTY OF)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Nathaniel Hagedorn, personally known to me to be the Manager of NPD Management, LLC, a Missouri limited liability company, which is the sole manager of NP Avenue O, LLC, a Missouri limited liability company (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/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Manager of the Developer, as his/her free and voluntary act and as the free and voluntary act of 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 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 she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as 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" and "B" referred to in this Amendment No. 1 to North Point Redevelopment Agreement not included for ordinance.]

SIXTY-FOURTH AMENDED AMENDING AGREEMENT TO ADMINISTRATIVE SERVICES AGREEMENT WITH SOMERCOR 504, INC. TO INCREASE FUNDING TO SELECT TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS, AMEND SMALL BUSINESS IMPROVEMENT FUND PROGRAM RULES AND AUTHORIZE SOMERCOR 504, INC. TO CONTINUE PROVIDING ADMINISTRATIVE SERVICES.

[SO2024-0008887]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance concerning the sixty-fourth amended administrative services agreement with SomerCor 504, Inc. to increase funding to select tax increment financing (TIF) redevelopment project areas located in the 1st, 3rd, 4th, 6th, 7th, 8th, 10th, 11th, 12th, 15th, 16th, 18th, 20th, 22nd, 26th, 27th, 30th, 35th, 39th, 45th, 48th and 49th Wards, and the amendment of the Small Business Improvement Fund (SBIF) program rules (SO2024-0008887), 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 voice vote of the members of the committee present, with no dissenting votes on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, 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; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for said date at pages 8307 through 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council, the first on November 8, 2000, and published in the *Journal* for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance"), and the most recent sixty-third amending ordinance adopted by the City Council on January 18, 2023 and published in the *Journal* for said date beginning at page 59626 (the "Sixty-Third Amending Ordinance", collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The City Council desires to authorize the Department of Planning and Development ("DPD") to allocate additional funding to 19 redevelopment project areas that are already reached under the SBIF Ordinance, with the amounts of Funding Authorized by this Ordinance, Funding Authorized by Previous Ordinances, and Total Funding Authorized by this Ordinance and Previous Ordinances for each such redevelopment project area set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, DPD also desires to amend the program rules for the Program ("Program Rules") and other terms of the Program to improve the operation and effectiveness of the Program; and

WHEREAS, The City Council, under the SBIF Ordinance, authorized DPD to enter into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), and DPD entered into such agreement on March 12, 2001, which agreement continues in full force and effect, as amended from time to time, pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend

that agreement by entering into a Sixty-Fourth Amending Agreement (the "Sixty-Fourth Amending Agreement") with SomerCor to: (a) increase the amount of grant funds available in various redevelopment project areas, as provided by this ordinance; (b) amend the Program Rules and other terms of the Program; and (c) authorize SomerCor to continue providing the same administrative services for the Program, which Sixty-Fourth Amending Agreement is set forth in more detail on Exhibit C, attached hereto and incorporated herein; and

WHEREAS, The City's obligation to provide funds under the Sixty-Fourth Amending Agreement may be met through (i) incremental taxes from redevelopment project areas identified in this ordinance, as applicable; and/or (ii) any other funds legally available to the City for this purpose; 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 Program Rules for the Program shall be amended and restated in the form attached hereto as Exhibit B and made a part hereof.

SECTION 3. SomerCor is hereby authorized to continue to administer the Program, subject to the supervision of DPD.

SECTION 4. The Commissioner of Planning and Development or a designee are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Sixty-Fourth Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit C and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Sixty-Fourth Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Sixty-Fourth Amending Agreement.

SECTION 5. 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. All sections of the SBIF Ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Redevelopment Project Areas	Funding Authorized By This Ordinance ($)	Funding Authorized By Previous Ordinance ($)	Funding Authorized By This Ordinance And Previous Ordinance Totals ($)
35th/Halsted	$2,000,000	$5,250,000	$7,250,000
47th/Halsted	$500,000	$1,500,000	$2,000,000
67th/Wentworth	$750,000	$1,875,000	$2,625,000
79th Street/ Southwest Highway	$500,000	$1,500,000	$2,000,000
87th/Cottage Grove	$750,000	$3,825,000	$4,575,000
Archer/Western	$2,000,000	$1,800,000	$3,800,000
Armitage/Pulaski	$1,000,000	$1,500,000	$2,500,000
Avalon Park/South Shore	$500,000	$2,200,000	$2,700,000
Avondale	$500,000	$2,000,000	$2,500,000
Bronzeville	$500,000	$1,350,000	$1,850,000
Devon/Sheridan	$500,000	$1,775,000	$2,275,000
Elston/Armstrong	$500,000	$1,950,000	$2,450,000
Ewing Avenue	$1,000,000	$800,000	$1,800,000
Goose Island	$1,000,000	$1,500,000	$2,500,000
Hollywood/Sheridan	$1,000,000	$2,150,000	$3,150,000
Humboldt Park Commercial	$1,000,000	$5,000,000	$6,000,000
Little Village Industrial	$1,000,000	$1,000,000	$2,000,000
Stockyards SEQ	$500,000	$500,000	$1,000,000
West Woodlawn	$1,000,000	$1,000,000	$2,000,000

Exhibit "B".
(To Ordinance)

Amended And Restated Program Rules.

City Of Chicago
Department Of Planning And Development
Small Business Improvement Fund (SBIF)
Program Rules.

The City of Chicago's Small Business Improvement Fund is a TIF program which will reimburse building owners or tenants, as applicable, for eligible investments which preserve building stock, improve neighborhood appearance or economic value, and enable businesses to stay in the neighborhood, remain competitive, or even expand within the TIF District.

Funding.

-- Grants only, in the form of reimbursement, to the person or legal entity who incurred the costs of the eligible improvements.

-- Each Property shall be eligible to receive the Maximum Program Assistance no more than every three years. "Property" shall mean: (1) a building regardless of whether it has multiple addresses or permanent index numbers ("PINs"); and/or (2) contiguous parcels under Common Ownership, regardless of whether they have multiple addresses or PINs. A building or multiple parcels under Common Ownership shall mean having an ownership interest by the same person or legal entity of 7.5 percent or more.

-- Applicants whose eligibility is established by being Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees under the Eligible Applicant requirements are entitled to funding up to 50 percent of eligible costs.

-- Applicants whose eligibility is established by the Net Worth Requirements under the Eligible Applicant requirements are entitled to funding in the following manner:

a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates a net worth less than $3,000,000.

b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than $3,000,000, but less than $6,000,000.

c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than $6,000,000, but less than $9,000,000.

-- Applicants whose eligibility is established by the Annual Sales Requirement under the Eligible Applicant requirements are entitled to funding in the following manner:

a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates annual sales totaling less than $3,000,000.

b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than $3,000,000, but less than $6,000,000.

c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than $6,000,000, but less than $9,000,000.

-- The Maximum Program Assistance shall be: (i) less than Two Hundred and Fifty Thousand Dollars ($250,000) maximum assistance per industrial Property; (ii) less than Two Hundred and Fifty Thousand Dollars ($250,000) maximum assistance per industrial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than One Hundred Thousand Dollars ($100,000); (iii) less than One Hundred and Fifty Thousand Dollars ($150,000) maximum assistance per commercial Property occupied by a single owner or tenant; or (iv) less than Two Hundred and Fifty Thousand Dollars ($250,000) maximum assistance per commercial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than Seventy-five Thousand Dollars ($75,000). Applicants may receive one or more grants up to the Maximum Program Assistance. Once an Applicant has received the Maximum Program Assistance, the Applicant shall not be eligible to reapply for another Program grant for the same Property until three years from the date on which it receives final payment for the preceding Program grant(s), provided it has met DPD's guidelines and procedures regarding re-application. Applicants who have received a Program grant for one Property shall not be excluded from applying for Program grants for another Property.

-- Applicants selected by lottery; a waiting-list will be created, if needed. Any waiting-list created on or after April 24, 2012 shall expire two (2) years after the date of its creation. Any applicants placed on the waiting-list shall remain on the list until the waiting-list expires, they receive a grant, withdraw from the waiting-list, or are otherwise determined to no longer be eligible under the Program to receive a grant. Applicants for a Property located in an "INVEST South/West Corridor" shall be given priority for funding and the lottery, unless the City's INVEST South/West program has been terminated. Applicants for a Property located in a "Target Corridor" shall be second in priority for funding and the lottery. The remaining Applicants shall be provided funding, if available, and placed on the waitlist, if applicable, after Applicants in the INVEST South/West Corridors and the Target Corridors.

-- The maximum grant any Property would be eligible to receive under the Program shall be reduced dollar for dollar by (i) any Direct City Financial Assistance from any other program for the Property within three (3) years before the date of the application, (ii) any Direct City Financial Assistance currently being received for such Property, or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract (except for "gap" financing for the Project that is disclosed at the time the Application is first filed). "Direct City Financial Assistance" shall mean financial assistance directly provided by the City, but shall not include any funds received pursuant to a contract for goods and services, a Delegate Agency Grant Agreement, or the "TIF Works" Program.

-- All applicants for commercial properties who are approved for a grant of $25,000 or greater shall be required to make at least one exterior improvement using at least ten percent (10%) of the maximum amount of their approved grant, including but not limited to, facade repair, windows and doors, and other exterior improvements eligible under the Program subject to DPD approval; provided that, at DPD's sole discretion such requirement may be waived if the applicant can demonstrate to DPD's satisfaction that no exterior improvements are needed because improvements have been recently completed or the exterior features of the building have been well-maintained and are consistent with DPD's Design Guidelines.

-- SBIF applications and SBIF grants are non-transferrable between Applicants and/or Properties. Potential Applicants who wish to apply for SBIF funds for more than one Property must submit separate applications for each Property.

Eligible Applicants.

-- Property owners that have an ownership interest in a commercial business, located on the property to be improved, with a maximum average annual sales of Nine Million Dollars ($9,000,000) for the past three (3) years, or a business plan for a new business showing the same level of projected maximum average annual sales for three (3) years (the "Annual Sales Requirement"). Property owners that would otherwise be evaluated for eligibility under the Annual Sales Requirement but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

-- Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees. Property owners of industrial businesses currently employing a maximum of two hundred (200) full-time employees. Property owners that would otherwise be evaluated for eligibility under this paragraph, but lease more than 50 percent of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

-- Property owners who conform to maximum net worth and liquidity requirements (total net worth of no more than Nine Million Dollars ($9,000,000), and total liquidity of no more than Five Hundred Thousand Dollars ($500,000)) per individual owner or entity, and who lease space to eligible commercial or industrial tenants.

-- Tenants that meet the Annual Sales Requirement, have a leasehold interest in the property they would like to improve pursuant to a lease agreement with the property owner and have express prior property owner approval to make specific improvements. The property owner's eligibility will not be a requirement for the Tenant's eligibility.

-- Qualified building owners who seek to attract eligible new commercial or industrial tenants to vacant space.

-- Businesses which are Not eligible include, but may not be limited to: national chain businesses and franchise businesses (as defined by DPD); branch banks; day labor employment agencies; currency exchanges; pay day or title secured loan stores; pawn shops; fortune telling services; liquor stores, taverns, bars, (except pursuant to the rules stated below); hotels or motels; adult uses; private clubs; not-for-profit social clubs; not-for-profit organizations that have a national affiliation; start-up banquet halls (i.e., been in business for less than one calendar year); track wagering facilities; K-12 schools; gas stations; firearms dealers; firearms ranges; places of worship; smoke shops/cigar lounges; tobacco dealers, including sales of tobacco, nicotine, or similar products and accessories; residential storage warehouses; trailer-storage yards; and junk yards, or any uses similar to those listed.

-- Not-for-profit organizations that are not of the types listed above as not being eligible for SBIF funding may apply for grants. Eligibility criteria and rules are the same for not-for-profit organizations and for-profit organizations, except for the documents required to determine eligibility. For not-for-profit organizations, revenues will be reviewed using tax returns and income statements. Net worth and liquidity will be reviewed using the organization's balance and bank statements. Restricted grants and income unrelated to the Property will be considered to determine the organization's net worth and liquidity including, but not limited to, residential rents, memberships, donations, grants, and ticket sales. In place of business or Property owners, checks will be performed on the members of the board of directors of not-for-profit applicants to ensure that they are not indebted to the City and that they are in compliance with child support laws. DPD reserves the right, in its discretion, to ask for additional or different documentation than listed above to determine the eligibility of a not-for-profit organization.

-- Religious organizations that operate an industrial or commercial business may be eligible for a Program grant provided that an authorized officer signs an affidavit stating that: (a) the room or space that the SBIF funds will be used to acquire, improve or rehabilitate is not its primary place of worship; (b) SBIF funds will be used

only for those portions of the acquisition, improvement or rehabilitation of the premises that are attributable to business activities described in its application; and (c) if in the future it uses the premise for inherently religious activities it will reimburse the City for the present value of the improvements, in an amount not to exceed the grant of SBIF funds.

-- DPD, in its sole discretion, may deny new applications on the basis of past experience with the Applicant or Property involving misrepresentation, noncompliance with the requirements of the Program, or similar issues. Additionally, in the event of a major change to a project, such as a change in construction plans, unforeseen damage to the building, or, for start-up businesses, a change in the business plan, DPD may remove the project from the Program in its sole discretion.

-- Rules for Taverns and Bars: Taverns and bars shall be defined as those businesses holding a "Tavern License" as defined by Chapter 4-60 of the Municipal Code of Chicago. An Applicant that is a bar or tavern at the time its Application is submitted and has held a valid license as such and been in business under said license for a minimum of two calendar years, may be approved by DPD to receive a grant under the Program. An Applicant, at the time its Application is submitted, that has not held a tavern license and been in business as a tavern/bar for at least two calendar years shall not be eligible for funding under the Program, including any Applicant that has purchased a Tavern License. As part of its application, each Applicant shall list its full and complete legal business name and any "DBA" names, its operating address, and beginning date of business or tavern license ownership. DPD will provide each Application to the City's Department of Business Affairs and Consumer Protection ("BACP") to vet each Applicant in regard to pending license discipline cases and community meetings for public nuisance issues. After such vetting, DPD, in consultation with BACP, will determine whether each Applicant is designated as eligible for funding under the Program. DPD's determination shall be made in its sole discretion and shall be final.

-- Property owned or leased by any local, state or federal government entity including, but not limited to, the City of Chicago, the Chicago Housing Authority, the Chicago Public Schools, the Chicago Park District, etc., and any tenants of such property, is not eligible to receive SBIF funding.

-- City of Chicago employees and elected officials, if otherwise eligible to receive SBIF funding under the SBIF Ordinance, may not receive more than $1,000 per calendar year from the SBIF Program unless either the Commissioner of Planning and Development or Commissioner of Housing designate such employees or officials as "eligible", or the City Council adopts an ordinance exempting City employees and officials from this restriction.

-- No owner or tenant of a Property shall be eligible to apply to the SBIF Program or receive a Program grant if there are Lis Pendens, pending litigation, or a code enforcement action affecting the title to the Property or the viability of the proposed project, or if there are current injunctions, foreclosure actions, or liens, including but

not limited to mechanic's liens, tax liens or judgment liens, recorded against the Property. For any application received on or after October 16, 2022, DPD may determine such Property eligible in its sole discretion for any foreclosures or delinquent payments. DPD's determination shall be final.

Vacant Property.

Funding for vacant properties will require one hundred percent (100%) lease-up of ground floor, the portion of the property subject to the SBIF grant with a qualified tenant, and a minimum sixty percent (60%) by square footage lease-up of the portion of the property subject to the SBIF grant, prior to funding.

Eligible Costs.

Any TIF-eligible improvement which permits a building owner to attract new commercial or industrial tenants, allows an eligible business owner to maintain or expand operations, or contributes to the improved appearance and viability of a property may be funded by the Program. This includes, at DPD's discretion, funding for the rehabilitation, remodeling or renovation of improvements including, but not limited to, the following:

-- roof and facade;

-- components of signs or awnings which are permanently affixed to the building;

-- alterations or structures needed for ADA compliance (e.g., railings or ramps);

-- HVAC and other mechanical systems;

-- plumbing and electrical work;

-- certain project-related architectural and construction management fees related to the project;

-- the purchase of adjacent land parcels for purposes of expansion or parking;

-- solar panels

the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(a) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances, installation of energy efficient lighting systems); and

(b) the cost of the energy audit does not exceed 10 percent of the project budget;

-- permanent interior renovations, including fixtures; and

-- environmental remediation inside, under, or directly adjacent to a building undergoing a SBIF-funded renovation project if the remediation is directly related to the renovation project.

The following items are not eligible for reimbursement, and therefore will not be counted toward total project cost (this is not an exhaustive list):

-- new construction;

-- minor repairs or improvements such as painting or cleaning;

-- equipment-related expenses;

-- planters surrounding or affixed to buildings;

-- outdoor dining or drinking areas including roof decks, beer gardens, outdoor patios, balconies, awnings, porches, and decks;

-- fencing including pergolas, trellises, arbors, privacy screens, and similar structures;

-- parking lot construction or repair;

-- landscaping;

-- work on the interior of residential units; and

-- work, in DPD's sole determination, that is not consistent with the goals of this Program or the redevelopment priorities of the relevant TIF area, including, projects that do not conform with the uses and goals defined in the governing Redevelopment Plan for the relevant TIF area.

Energy Efficiency Requirement.

All industrial applicants shall be required to purchase products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The applicant is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

Design Requirements.

In order to receive funding, projects must conform to design requirements including meeting DPD's Design Guidelines, when applicable. Projects shall also comply with any applicable design guidelines and additional neighborhood requirements as described in guidelines, style guides, community plans and other planning documents associated with the TIF area and neighborhood in which the Property is located. Applicants are strongly advised to consult with SomerCor and design professionals on design requirements and guidelines before drawing up plans for work. Work which is potentially damaging to the building, such as use of incorrect tuckpointing materials, will not be reimbursed. Plans must be submitted to SomerCor for design approval prior to beginning construction, or the project will be automatically disqualified. DPD will work with applicants on mutually-agreeable design changes and/or enhancements to their projects.

Compliance.

-- Checks will be performed on all applicants prior to project approval to ensure that they are not indebted to the City and that they are in compliance with child support laws. Any Applicant who enters into a payment plan with the City for its debts shall be in compliance with its plan in order to receive any reimbursements, including when the Project is completed.

-- Applicants must obtain all permits required for project completion prior to commencing construction and must provide proof of permits or permit applications to SomerCor within 120 days of being approved for a SBIF grant.

-- In cases where no person or legal entity has ownership of 7.5 percent or more of the business or property, all owners/entities must provide personal financial information to SomerCor to ensure that they are not indebted to the City and that they are in compliance with child support laws.

-- Commercial landlords must have 100 percent of the ground floor subject to the SBIF grant and a minimum of 60 percent of the building square footage subject to the SBIF grant leased before reimbursement may be made, subject to DPD's discretion.

-- Each applicant will sign an Economic Disclosure Affidavit.

-- Grantees will be required to sign an affidavit certifying that they will maintain an active licensed business in the Property and will not relocate, sell the Property (if applicable), or sell the business or Property ownership entity (as applicable) within a three (3) year period following disbursement of funds under the Program. In the event of vacancy, relocation, or sale of the property or business during the three (3) year compliance period, the Grantee shall reimburse the City of Chicago for the full amount of the SBIF grant. This will be monitored.

-- In cases of SBIF reimbursement for land purchase, proof of land ownership will be required before reimbursement may be made.

Time Limits.

Each stage of the program has a time limit by which Applicants must complete the requirements. Each stage must be completed before the application may move to the next stage. Unless SomerCor or DPD has granted an extension of time, Applicants who do not complete each stage by the stated deadline will be disqualified.

-- Stage 1 -- Applicant Eligibility Review -- Applicant responds to request to determine eligibility and supplies any missing information to complete their application: twenty (20) days. Applicants must provide proof of site control for the project property, including a deed or executed lease agreement, by the deadline to complete Stage 1 of the application, subject to DPD's discretion.

-- Stage 2 -- Project Eligibility Review -- Plans, bids, and specs, are obtained, debts are cured: one hundred twenty (120) days.

-- Stage 3 -- Project Approval and Construction -- Construction is completed or land is purchased: ten (10) months.

-- Stage 3.4 -- Proof of Financing and proof of permit or permit application (concurrent with 10-month construction phase). Applicant provides evidence to the satisfaction of DPD within one hundred twenty (120) days following the date of the commitment letter that it has sufficient funds and a permit or permit application to complete the approved project. Evidence of financing may include, but is not limited to, proof of commitment from a financial institution for a loan or line of credit or financial statements that demonstrate that the applicant currently has sufficient equity to complete the project, at least 50 percent of the funds needed to cover total project costs. Evidence of permits includes proof of permits or permit applications.

A maximum of two (2) extensions may be granted with DPD approval in the case of unavoidable delay due to extraordinary circumstances. DPD (not SomerCor) also may on a case-by-case basis grant a Grant-Eligible Application an additional amount of time to complete any Program requirement. In such case, DPD shall have discretion to determine the appropriate length of the extension.

Technical Assistance.

-- Grantees will have access to technical assistance to aid them in selecting contractors, obtaining bids, and drawing up proper work contracts.

-- Grantees are not permitted to act as their own General Contractor.

Minority/Women-Owned Businesses (M/WBE).

A directory of City of Chicago certified M/WBE contractors will be provided to all eligible applicants to encourage the hiring of such contractors under the Program.

Effective Date Of Program Rules.

These Program Rules shall be applicable to all projects that apply for funding on or after [_____, 2024][Date of adoption of 64th Amending Ordinance]. Applications received prior to this date shall be governed by the version of the Program Rules applicable on the date the application was submitted for such project.

Exhibit "C".
(To Ordinance)

Sixty-Fourth Amending Agreement To Administrative Services Agreement.

This Sixty-Fourth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this _____ day of _____, 2024, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 601 South LaSalle Street, Suite 510, Chicago, Illinois 60605.

Whereas, The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

Whereas, By ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said dates at pages 8307 to 8344, inclusive, and pages 43877 -- 43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

Whereas, The City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

Whereas, In multiple ordinances adopted by the City Council, the most recent of which was adopted on _____, 2024 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages _____ through _____, inclusive (the "Sixty-Fourth Amending Ordinance"), the City Council authorized DPD to enter into agreements amending the First SomerCor Agreement and the Second SomerCor Agreement with SomerCor to make various changes to the administration of the SBIF Program; and

Whereas, The Sixty-Fourth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to allocate additional funding to 19 existing areas, and amend some of the rules and requirements of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Sixty-Fourth Amending Agreement");

Now, Therefore, In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

Article I.

Incorporation And Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II.

Reaffirmation Of Representations, Warranties And Covenants.

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

Article III.

Amendments To Second SomerCor Agreement.

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) Substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit B attached to the Sixty-Fourth Amending Ordinance.

(b) Section 4.11 of the Agreement is amended by inserting the text underscored, and by deleting the text struck through, as follows:

"Section 4.11. Special Rules Applicable to the LaSalle/Central Area.

Notwithstanding anything to the contrary in this Agreement or the Program Rules, the parties agree that the following rules shall apply to the implementation of the Program in the LaSalle/Central Area ("Special LaSalle/Central Rules"):

(a) In order to be eligible for Grant Funds, a Property must be located within the LaSalle Street -- Court Place to Van Buren Target Corridor, as shown on (Sub)Exhibit 8.13 to Exhibit 8 (Target Corridors) of this Agreement.

(b) The Maximum Program Assistance shall be no greater than $250,000 per Project and no greater than $1,000,000 per Property.

(c) The Maximum Program Assistance may be increased by $50,000 for an Applicant that is expanding from a "Qualifying Low- or Moderate-Income Neighborhood" identified in Exhibit 9 of this Agreement.

(d) An Applicant is eligible for reimbursement of up to 90 percent of Eligible Costs incurred for the Project, in an amount not to exceed the Maximum Program Assistance.

(e) There shall be no limits on the Net Worth, Liquidity or Annual Sales for Applicants.

(f) Only improvements (interior or exterior) on the ground floor or in the great hall (if applicable) of a building will be eligible for reimbursement.

(g) Projects that expand above or below from the ground floor or great hall may be considered for funding in DPD's sole discretion -- for example, a second level dining room or basement level restrooms of a restaurant on the ground floor may be considered for funding under these rules.

~~(h) Taverns, bars and any other businesses holding a "Tavern License" as defined by Chapter 4-60 of the Municipal Code of Chicago shall not be eligible for Grant Funds.~~

~~(i)~~ (h) For an Applicant that is the Property owner to be eligible for reimbursement, 100 percent of the ground floor of the Project must be leased.

~~(j)~~ (i) No Property is eligible to receive Grant Funds under the Program if the Property has received (i) any Direct City Financial Assistance (as defined in the Program Rules) from the City for the Property within three (3) years before the date of an application, (ii) any Direct City Financial Assistance currently being provided to such Property, or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract.

~~(k)~~ (j) All other rules and requirements of the Program not in conflict with these Special LaSalle/Central Rules shall apply to all applications received for Grant Funds in the LaSalle/Central Area."

(c) Amend the text in Exhibit 5 thereof increasing the maximum funds available for the TIF Areas included in Exhibit 1 attached hereto and incorporated herein, which maximum includes previously-allocated funds and additional funding authorized by the Sixty-Fourth Amending Ordinance.

(d) Substitute the following for each occurrence of "Two Hundred Eighty-two Million Five Hundred and Thirty-five Thousand Dollars ($282,535,000)" in Section 4.2 thereof:

"Two Hundred Ninety-nine Million and Thirty-five Thousand Dollars ($299,035,000)"

Except as set forth herein, the Agreement is not amended.

Article IV.

Obligation To Provide Documents.

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, an opinion of counsel in substantially the form of (Sub)Exhibit 1 attached hereto and incorporated herein, and the City's current form of Economic Disclosure Statement.

In Witness Whereof, The City and SomerCor have executed this Agreement as of the date first set forth above.

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

SomerCor 504, Inc.

By: _____

Its: _____

(Sub)Exhibits 1 and 2 referred to in this Sixty-Fourth Amending Agreement to Administrative Services Agreement read as follows:

(Sub)Exhibit 1.
(To Sixty-Fourth Amending Agreement To Administrative Services Agreement)

Additional Funding.

Redevelopment Project Areas	Funding Authorized by the 64th Amending Ordinance ($)	Maximum Funds Available ($)
35th/Halsted	$2,000,000	$7,250,000
47th/Halsted	$500,000	$2,000,000
67th/Wentworth	$750,000	$2,625,000
79th Street/Southwest Highway	$500,000	$2,000,000
87th/Cottage Grove	$750,000	$4,575,000
Archer/Western	$2,000,000	$3,800,000
Armitage/Pulaski	$1,000,000	$2,500,000
Avalon Park/South Shore	$500,000	$2,700,000
Avondale	$500,000	$2,500,000
Bronzeville	$500,000	$1,850,000
Devon/Sheridan	$500,000	$2,275,000
Elston/Armstrong	$500,000	$2,450,000
Ewing Avenue	$1,000,000	$1,800,000
Goose Island	$1,000,000	$2,500,000
Hollywood/Sheridan	$1,000,000	$3,150,000
Humboldt Park Commercial	$1,000,000	$6,000,000
Little Village Industrial	$1,000,000	$2,000,000
Stockyards SEQ	$500,000	$1,000,000
West Woodlawn	$1,000,000	$2,000,000

(Sub)Exhibit 2.
(To Sixty-Fourth Amending Agreement To Administrative Services Agreement)

Form Of Counsel's Opinion.

_____, 2024

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Suite 1000
Chicago, Illinois 60602

Re: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

(i) an executed original of the Agreement;

(ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");

(iii) the Bylaws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "Bylaws"); and

(iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, Bylaws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed (i) that factual matters set forth in SomerCor's representations and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.

2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

A. a violation or breach of (i) the Articles of Incorporation of SomerCor, (ii) the Bylaws of SomerCor, (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound, or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as other expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely _____.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,

_____

SETTLEMENT AGREEMENT REGARDING CASE OF *JOSE EUFRACIO V. TYRONE GAMBLE AND CITY OF CHICAGO.*

[Or2024-0009340]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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: *Jose Eufracio v. Tyrone Gamble and City of Chicago*, cited as Case Number 2020 L 012975 (Cir. Ct. of Cook County, Law Division), in the amount of $190,000 (Or2024-0009340), 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 May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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: *Jose Eufracio v. Tyrone Gamble and City of Chicago*, cited as Case Number 2020 L 012975 (Cir. Ct. of Cook County, Law Division), in the amount of $190,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *TAWANA WASHINGTON V. CITY OF CHICAGO.*

[Or2024-0009341]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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: *Tawana Washington v. City of Chicago*, cited as Case Number 2020 L 006819 (Cir. Ct. of Cook County, Law Division), in the amount of $525,000 (Or2024-0009341), 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 May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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: *Tawana Washington v. City of Chicago*, cited as Case Number 2020 L 006819 (Cir. Ct. of Cook County, Law Division), in the amount of $525,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *LAMAR JOHNSON V. CITY OF CHICAGO V. DON FRANKLIN.*

[Or2024-0009342]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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: *Lamar Johnson v. City of Chicago v. Don Franklin*, cited as Case Number 2020 L 4672 (Cir. Court of Cook County, Law Division), in the amount of $940,000 (Or2024-0009342), 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 May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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: *Lamar Johnson v. City of Chicago v. Don Franklin*, cited as Case Number 2020 L 4672 (Cir. Court of Cook County, Law Division), in the amount of $940,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *IRIS CHAVEZ, AS INDEPENDENT ADMINISTRATOR OF ESTATE OF IRENE CHAVEZ, DECEASED V. CITY OF CHICAGO, ET AL.*

[Or2024-0009343]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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: *Iris Chavez, as Independent Administrator of the Estate of Irene Chavez, deceased v. City of Chicago, et al.*, cited as Case Number 22 C 935, in the amount of $1,750,000 (Or2024-09343), 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 dissenting vote from Alderperson Conway on May 13, 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, 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, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Conway -- 1.

Alderperson Harris 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: *Iris Chavez, as Independent Administrator of the Estate of Irene Chavez, deceased v. City of Chicago, et al.*, cited as Case Number 22 C 935, in the amount of $1,750,000.

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

[Or2024-0009337]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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 May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 11734
of this *Journal*.]

City Of Chicago

Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Vehicle(8)									
ALLSTATE INS	ROBERT, LEON	PO BOX 660636	DALLAS	TX	75266	09/23/2023	$235.00	DEPARTMENT OF REVENUE	4600 N CLARENDON AVE
ALLSTATE INS	ROBERT, LEON	PO BOX 660636	DALLAS	TX	75266	09/23/2023	$1,024.61	Claimant	4600 N CLARENDON AVE
BARNEY, JR	WALTER	8055 S CLYDE AVE	CHICAGO	IL	60617	03/27/2023	$239.73	Claimant	7911 S STONY ISLAND
COBB	DELMARIE	3533 S KING DRIVE APT 1S	CHICAGO	IL	60653	07/02/2023	$263.44	DEPARTMENT OF REVENUE	CORNER OF 35TH
CONLEY	LINDA	4161 S. DREXEL BLVD. #204	CHICAGO	IL	60653	03/03/2023	$183.00	DEPARTMENT OF REVENUE	4445 S. WENTWORTH AVE.
CONLEY	LINDA	4161 S. DREXEL BLVD. #204	CHICAGO	IL	60653	03/03/2023	$12.77	Claimant	4445 S. WENTWORTH AVE.
GYSE	ALISA	4760 S. CHAMPLAIN AVE.	CHICAGO	IL	60615	01/04/2024	$197.80	Claimant	1401 S. DUSABLE LAKE
IDRIZOVIC	AID	5747 N RIDGE AVE	CHICAGO	IL	60660	04/10/2023	$197.20	Claimant	3316 N KIMBALL AVE
JOHNSON	LAMONT	14837 IRVING AVE.	DOLTON	IL	60419	12/26/2023	$66.60	DEPARTMENT OF REVENUE	2300 S. LAKE SHORE
KASSEL	JORIE	615 WASHINGTON BLVD.	OAK PARK	IL	60302	02/04/2024	$224.13	Claimant	1983 N. CLYBOURN AVE
PERALTA	VALERIA	4716 N CENTRAL AVE	CHICAGO	IL	60630	10/18/2023	$35.00	DEPARTMENT OF REVENUE	6440 W FULLERTON AVE
PERALTA	VALERIA	4716 N CENTRAL AVE	CHICAGO	IL	60630	10/18/2023	$327.10	Claimant	6440 W FULLERTON AVE
RICHARDSON	LAWRENCE	911 W. VILLAGE CT	CHICAGO	IL	60608	02/10/2024	$267.19	Claimant	500 W CERMAK RD.
STANKUS	DANIEL	3446 W. MELROSE ST.	CHICAGO	IL	60618	11/07/2023	$1,936.33	Claimant	3439 W. MELROSE ST.
SUN	YINGJIAN	4400 S. RICHMOND ST.	CHICAGO	IL	60632	11/30/2023	$606.06	Claimant	6315 S. CALIFORNIA AVE.
SZETO	SARA	3102 W. 44TH ST	CHICAGO	IL	60632	01/17/2024	$89.73	Claimant	150 W. ROOSEVELT RD.

	Number	Amount
Total of Split Claims:	16	$5,905.69

	Number	Amount
Total of Split Claims:	16	$5,905.69

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0009338]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on March 17, 2022 and on subsequent dates, sundry claims for various refunds (direct introduction -- CL2024-0009338), 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 present, with no dissenting votes, on May 13, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

[List of denied claimants printed on page 11736 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Denied Date: 05/22/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AHMED, IMRAN		12/15/23 12:00 AM		2023370475	TORT LIABILTY, NO SERVICE REQUEST FOUND
BLUE, JAGADY P		2/16/24 12:00 AM		2024370459	CITY NOT LIABLE, NOT DAMAGE REPORTS OR VIDEO TO
BUSCEMI, MARIE T.		12/19/23 12:00 AM		2023370439	
GOODMAN, JALEN J		9/2/23 12:00 AM		2023370405	TORT LIABILITY
GUDUL, ERIN N		4/29/23 12:00 AM	05/24/2023	2023370061	DUPLICATE CLAIM 2023370333 FILED BY GEICO INSURANCE.
GVOIC, DUSAN		11/2/23 12:00 AM		2023370502	TORT LIABILITY
HEAVEY, MARI C		1/24/24 12:00 AM		2024370442	TORT LIABILITY
HOOPER, ERIN		10/4/23 12:00 AM		2023370361	STATE FARM INS FILED SUBROG DEMAND CLAIM NUMBER
JACKSON, RENEE		3/6/24 12:00 AM		2024370470	TORT LIABILITY
JONES, ANTONIO D		3/12/23 12:00 AM	04/19/2023	2023370024	CLAIMANT NON-RESPONSIVE.
KHATWANI, JOHN		2/6/24 12:00 AM		2024370479	TORT LIABILITY
LASHONA, WEATHERSPOON A		1/31/24 12:00 AM		2024370471	TORT LIABILITY
LOFTON, LEE A		3/6/24 12:00 AM		2024370482	TORT LIABILITY AND POSS 3RD PARTY RESPONSIBILTY
MARSELLE, JAMES R		1/28/24 12:00 AM		2024370486	TORT LIABILITY
MASRA, AADIL		1/10/23 12:00 AM	03/15/2023	2023369884	CLAIMANT NON-RESPONSIVE
MCDONALD, MATTHEW T		1/23/24 12:00 AM		2024370477	TORT LIABILITY
NIBBE, BRIAN		1/26/24 12:00 AM		2024370444	ILLINOIS DEPARTMENT OF TRANSPORTATION
OHLSON, ANDREW E		1/9/24 12:00 AM		2024370460	TORT LIABILITY
PAIGE, DIANE		3/14/24 12:00 AM		2024370493	TORT LIABILITY/POSS 3RD PARTY CROSSTOWN FIBER
PAZ, CRISTAL A		1/26/24 12:00 AM		2024370467	TORT LIABILITY
PEARSON, PHILIP N		3/17/22 12:00 AM		2022370504	STATUE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED.
QUEZADA II, ALEXANDER		3/3/24 12:00 AM		2024370505	ILLINOIS DEPARTMENT OF TRANSPORTATION
RAMIREZ, LINO J		4/9/23 12:00 AM	05/24/2023	2023370119	CLAIMANT NON-RESPONSIVE.
RANEY, LA-TANGA DENISE		6/25/23 12:00 AM		2023370370	NO DAMAGE REPORT WAS FILED, FORESTRY PERSONNEL ARE
RUBEN, DION A		4/19/23 12:00 AM	05/24/2023	2023370048	CLAIMANT NON-RESPONSIVE
RUBIO, DANIEL		11/2/23 12:00 AM		2023370499	THE CITY OF CHICAGO IS NOT LIABLE. FILE WITH IDOT
SCHAR, ROD O		1/11/24 12:00 AM		2024370484	TORT LIABILITY
SHORTER, JOHN A		1/21/24 12:00 AM		2024370448	TORT LIABILITY
SMITH, MICHAEL A		9/12/23 12:00 AM		2023370476	OPEN AND OBVIOUS
SORENSEN, CRISSY T		3/1/24 12:00 AM		2024370492	TORT LIABILITY
STEFA, BLEDI		1/26/24 12:00 AM		2024370447	TWO INCIDENT DATES AND INCIDENT LOCATIONS ON THE
WHITE, JOSEPHINE		1/30/24 12:00 AM		2024370449	TORT LIABILITY
WILSON, TAMMY J		3/12/24 12:00 AM		2024370491	TORT LIABILITY
WOOSTER, MARK J		2/24/24 12:00 AM		2024370457	TORT LIABILTY NO SERVICE REQUEST FOUND
ZINK, TRISTAN K		7/29/23 12:00 AM		2023370501	TORT LIABILITY

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

[F2024-0009339]

The Committee on Finance submitted the following report:

CHICAGO, May 22, 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 April 2024 (F2024-0009339), 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 May 13, 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.

AMENDMENT OF SECTION 2-53-020 OF MUNICIPAL CODE CONCERNING APPOINTMENT, TERM LIMITS AND CAUSES FOR REMOVAL OF DIRECTOR OF CITY COUNCIL OFFICE OF FINANCIAL ANALYSIS.

[SO2024-0008945]

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

CHICAGO, May 22, 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 appointment and amendment of Municipal Code Section 2-53-020 modifying term limits and causes for removal of Director of City Council Office of Financial Analysis (SO2024-0008945), 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-53-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

2-53-020 Director -- Appointment, Term Of Office And Qualifications.

(a) ~~Upon~~ The Director shall be appointed upon a recommendation from the Chairman of the Committee on the Budget and Government Operations, and approval by a vote of two-thirds of all members of the City Council.~~, the~~ The Director shall ~~be appointed to~~ serve ~~a four-year term~~ until their successor is appointed and qualified in accordance with this section.

The Director may be removed at any time, with or without cause, by a two-thirds vote of all the members of the City Council, including by the approval of the Director's successor in accordance with this section.

(b) The Director shall have, at minimum, the following qualifications:

(1) a graduate degree in finance, economics, business or other relevant field;

(2) experience in municipal finance, or substantially similar equivalent experience; and

(3) no felony conviction.

(c) No current Director or employee of the Office may: (1) hold, or become candidate for, any other elective or appointed public office except for appointments to governmental advisory boards or study commissions or as otherwise expressly authorized by law; or (2) actively participate in any campaign for any elective office. This subsection (c) shall not apply to the Director or any employee of the Office to the extent that is inconsistent with any law or regulation of the United States or the State of Illinois that preempts home rule.

SECTION 2. Janice Oda-Gray is hereby appointed to serve as the Director of the City Council Office of Financial Analysis.

SECTION 3. This ordinance shall take effect upon its passage and publication.

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

[SO2024-0008890]

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

CHICAGO, May 22, 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 (SO2024-0008890), 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 Office of the Mayor has been awarded private grant funds in the amount of $75,000 by Cities for Financial Empowerment Fund, Inc. for the CityStart Grant program; and

WHEREAS, The City through its Office of Budget and Management has been awarded public grant funds in the amount of $70,000,000 by the County of Cook for the Disaster Response and Recovery Fund program; and

WHEREAS, The City through its Department of Cultural Affairs and Special Events has been awarded state grant funds in the amount of $450,000 by the Illinois Department of Commerce and Economic Opportunity for the Tourism and Hospitality Grant program; and

WHEREAS, The City through its Department of Family and Support Services has been awarded additional state grant funds in the amount of $372,000 by the Illinois Department on Aging for the Area Plan on Aging program; and

WHEREAS, The City through its Department of the Environment has been awarded federal grant funds in the amount of $2,208,000 by the United States Department of Energy for the Energy Efficiency and Conservation Block Grant program; and

WHEREAS, The City through its Department of Streets and Sanitation has been awarded federal pass-through grant funds in the amount of $3,000,000 by The Morton Arboretum for the Illinois Urban and Community Forestry program; and

WHEREAS, The City through its Department of Transportation has been awarded federal grant funds in the amount of $2,000,000 by the United States Department of Transportation as part of the Reconnecting Communities and Neighborhoods Grant program; now, therefore,

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

SECTION 1. The amount of $78,105,000 is hereby appropriated from Fund Number 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
Estimate Of Grant Revenue For 2024			
	Awards from Agencies of the Federal Government	$2,602,588,000	$2,609,796,000
	Awards from Agencies of the State of Illinois	919,646,000	920,468,000
	Awards from Public and Private Agencies	142,610,000	212,685,000

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)
01	Office Of The Mayor:						
	CityStart Grant		$ 75,000				$ 75,000
05	Office Of Budget And Management:						
	Disaster Response and Recovery Fund		70,000,000				70,000,000

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)
23	Department Of Cultural Affairs And Special Events:						
	Tourism and Hospitality Grant		$ 450,000				$ 450,000
50	Department Of Family And Support Services:						
	Area Plan on Aging	$17,000,000	17,372,000		$17,000,000		17,372,000
72	Department Of The Environment						
	Energy Efficiency and Conservation Block Grant		2,208,000				2,208,000
81	Department Of Streets And Sanitation:						
	Illinois Urban and Community Forestry		3,000,000				3,000,000
84	Department Of Transportation:						
	Reconnecting Communities and Neighborhood Grants		2,000,000				2,000,000

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

[F2024-0009722]

The Committee on the Budget and Government Operations submitted the following report, which was *Placed on File*:

CHICAGO, May 21, 2024.

To the President and Members of the City Council:

Please acknowledge that this letter serves to make notification that the Committee on the Budget and Government Operations, in response to a Rule 41 Failure to Report Response by Alderman Lopez on the following matters:

Committee On The Budget And Government Operations

O2024-0007363 -- Commissioner of Department of Human Resources directed to end all non-medically relevant telework policies across all departments.

O2023-0005882 -- Establishment of policy prohibiting property owned by city and used as shelter for migrants to continue such use beyond 12 months.

In furtherance, conveys that these items have not been discussed in Committee due to departmental requests that they be reviewed before being heard in Committee, and therefore there has been no recommendation to report.

This conveyance will be duly reported out during the Committee Report at the regular City Council Meeting on Wednesday, May 22, 2024.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chair.

COMMITTEE ON COMMITTEES AND RULES.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON COMMITTEES AND RULES.

[F2024-0009729]

The Committee on Committees and Rules submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on Committees and Rules, in response to Rule 41 Failure to Report Response Request by Alderman Lopez:

Resolution 2024-0007688 -- Call on Hamas leaders to recognize Geneva Convention Article 3.

Resolution 2024-0007842 -- Call for Clemency Investigations, Inc. to investigate claims of innocence.

Ordinance 2023-0004222 -- Amendment of Municipal Code Section 2-173-042 allowing City agents or agencies to work with federal immigration officers regarding individuals arrested for or convicted of criminal activities.

Ordinance 2023-0005961 -- Amendment of Municipal Code Section 2-92-644 by establishing City Council procedures to determine need for expedited procurement to address threat to public health.

Resolution 2024-0007871 -- Call for hearing(s) regarding impact of Chicago Board of Education Resolution 2024-0222-RS1.

These items have not been discussed in Committee due to departmental requests that they be reviewed before being heard in Committee, and therefore there has been no recommendation to report.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING MATTER PENDING IN COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

[F2024-0009723]

The Committee on Contracting Oversight and Equity submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on Contracting Oversight and Equity, in response to Rule 41 Failure to Report Response Request by Alderman Lopez:

O2023-0001257 -- Amendment of Municipal Code Chapter 2-92 regarding advance and direct payments to and definition of MBE/WBE contractors.

This item has not been discussed in Committee due to departmental requests that they be reviewed before being heard in Committee, and therefore there has been no recommendation to report.

Sincerely,

(Signed) EMMA M. MITTS,
Chair.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPOINTMENT OF JOHN N. ZAYAS AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

[A2024-0008920]

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

CHICAGO, May 7, 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 May 7, 2024, recommends *Approval* of the appointment of John N. Zayas as a member of the Community Development Commission (A2024-0008920), introduced on April 17, 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 John N. Zayas as a member of the Community Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF ANGELA C. HURLOCK AS MEMBER OF COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).

[A2024-0008922]

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

CHICAGO, May 7, 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 May 7, 2024, recommends *Approval* of the reappointment of Angela C. Hurlock as a member of Special Service Area Number 5, the Commercial Avenue Commission (A2024-0008922), introduced on April 17, 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 Angela C. Hurlock as a member of the Commercial Avenue Commission (Special Service Area Number 5) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF MICHAEL A. MORENO, JR. AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2024-0008923]

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

CHICAGO, May 7, 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 May 7, 2024, recommends *Approval* of the reappointment of Michael A. Moreno, Jr. as a member of Special Service Area Number 25, the Little Village Commission (A2024-0008923), introduced on April 17, 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 A. Moreno, Jr. as a member of the Little Village Commission (Special Service Area Number 25) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF SUNI KARIM AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0008924]

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

CHICAGO, May 7, 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 May 7, 2024, recommends *Approval* of the appointment of Suni Karim as a member of Special Service Area Number 61-2023, the Hyde Park Commission (A2024-0008924), introduced on April 17, 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 Suni Karim as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 272 N. CALIFORNIA AVE.

[O2024-0008896]

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

CHICAGO, May 7, 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 May 7, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 272 North California Avenue (O2024-0008896), introduced on April 17, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, 272 North California LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 272 North California Avenue, Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant will lease certain space within the Subject Property to Direction Promo, Inc., doing business as Direction Tour Marketing and Chicago Printworks, a print shop, and to Thomas Livings LLC, doing business as Studio inHaus, a 3D rendering studio (collectively, the "Tenants"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately 5,700-square-foot industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, It is intended that the Tenants will use the Subject Property for office and industrial purposes; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)); (ii) City of Chicago Enterprise Zone Number 4 (created pursuant to the

Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (iii) the Kinzie Industrial Conservation Area Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of the City's Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

Lot 1 in Graydon and Lawson's Subdivision of Block 15 in Lee and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Street Address:

272 North California Avenue
Chicago, Illinois 60612.

Permanent Real Estate Tax Index Number (PIN)
For The Subject Property:

16-12-311-021-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With 272 North California LLC.

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

TABLE OF CONTENTS

Project Information	Section 9 Indemnification
Signature Page	Section 10 Default and Remedies
Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Conditions Precedent	Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	Exhibit C Insurance Requirements
Section 6 Covenants/Representations/Warranties of Developer	Exhibit D Annual Compliance Report
Section 7 Maintaining Records and Right to Inspect	Exhibit E Construction Compliance
Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	**Definition**
Agreement Date (preamble)	_____, 2024
Developer (preamble)	272 N California, LLC, an Illinois limited liability company
Project (3.01)	Developer intends to rehabilitate an existing manufacturing space to utilize as an owner-occupied print shop and offices. The new property will allow for the expansion of services, employee headcount, and community participation.
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	March 1, 2024
Completion Date (3.01)	July 1, 2024
Facility (3.04)	the approximately 6,000 square foot industrial building located on the Property
Minimum Project Investment (3.04)	$2,511,055, see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	If to the Developer: 272 N. California LLC, 31 West 14th Street Chicago, Illinois 60605 Attention: Micah Taylor If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

272 N California, LLC,
An Illinois limited liability company

By:_____
Name: Micah Taylor
Title: Managing Member

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 Micah Taylor, personally known to me to be the managing member of 272 N California, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 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 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 she signed, sealed, and delivered said instrument, pursuant to the authority given to her by the City, as 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_____

SECTION 1. RECITALS

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or

encumbrances relating to Developer, the Property or the Project.

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes

to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 5 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 5 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 5 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

(a) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent

to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

6.16 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

7.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from

the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

12.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

12.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

12.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

12.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of

Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

12.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, civil unrest which may render the Property or surrounding area unsafe, pandemic, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as

defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with 272 North California LLC constitutes Exhibit "A" to ordinance and printed on page 11754 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 272 North California LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement
With 272 North California LLC)

MBE/WBE Budget.

Minimum Project Investment:	$2,511,055
Hard Construction Costs:	1,325,438
M/WBE Targets:	
MBE	344,614 (26 percent)
WBE	79,526 (6 percent)
Total M/WBE Budget:	$424,140

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement
With 272 North California LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".
(To Tax Incentive Classification Redevelopment Agreement
With 272 North California LLC)

Annual Compliance Report.

272 North California LLC.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

-- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.

-- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than seventy-five percent (75%) of the Project shall remain open, occupied, and otherwise open for business.

-- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.

-- Delivery of updated insurance certificate (Section 6.09).

-- Provide evidence of payment of Non-Governmental Charges (Section 6.13).

-- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

-- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

-- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

272 North California LLC [Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With 272 North California LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide 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 Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. Prevailing Wage. The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that $^{1}/_{20}$ of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency

requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual

work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 10330 S. WOODLAWN AVE.

[O2024-0008893]

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

CHICAGO, May 7, 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 May 7, 2024, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 10330 South Woodlawn Avenue (O2024-0008893), introduced on April 17, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Pullman Industrial LLC, a Delaware limited liability company (the "Applicant"), whose sole owner is Ryan Companies US, Inc., a Minnesota corporation, intends to purchase from 103rd and Woodlawn LLC, an Illinois limited liability company (the "Current Owner"), certain real estate located generally at 10330 South Woodlawn Avenue, Chicago, Illinois 60628, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 169,520-square-foot industrial facility on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to create new jobs and increase the City's tax base through the construction and occupancy of a new industrial facility on the Subject Property; and

WHEREAS, The Applicant intends to lease the Subject Property to future, to-be-named tenant(s) who will use the Subject Property for industrial and accessory purposes; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 3 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the North Pullman Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

That part of the north half of the north half of the northwest quarter of fractional Section 14, Township 37 North, Range 14, East of the Third Principal Meridian, lying easterly of the Pullman Railroad described as follows: beginning at a point 43 feet south of the north line of said northwest quarter being 10 feet south of the original south line of East 103rd Street and 110 feet west of the east line of said northwest quarter; thence southeasterly, a distance of 50.63 feet to a point in a line 66 feet west of the said east line and 68 feet south of the north line aforesaid; thence south on a straight line, parallel with the east line aforesaid, a distance of 183.93 feet to a point 218.93 feet south of the original south line of East 103rd Street; thence southeasterly, a distance of 100.32 feet to a point 58 feet west of the east line of the northwest quarter and 318.93 feet south of said original south line of East 103rd Street; thence continuing southeasterly, a distance of 10.33 feet to an intersection with the west line of South Woodlawn Avenue, being 50 feet west of the aforesaid east line of the northwest quarter and 418.93 feet south of the aforesaid original south line of East 103rd Street; thence south along the aforesaid west line of South Woodlawn Avenue being a line drawn parallel with the said east line of the northwest quarter, a distance of 214.80 feet to its intersection with the south line of the north half of the north half of the aforesaid northwest quarter; thence west along said south line, a distance of 971.86 feet to the intersection with the easterly line, being a curved line, convexed to the northwest with a radius of 2,789 feet, the radial line of said curve forms an angle of 37 degrees, 18 minutes, 20 seconds from east to southeast with the last described south line, a distance of 304.71 feet (arc); thence continuing along said easterly line on a straight line, tangent to the last described curved line, a distance of 48 feet; thence continuing along said easterly line on a curved line convexed to the southeast tangent to the last described line with a radius of 2,874 feet, a distance of 459.93 feet (arc) to its intersection with a line drawn parallel with and 43 feet south of the aforesaid north line of the northwest quarter (being the present south line of East 103rd Street, which is 10 feet south of the original south line of East 103rd Street); thence east along said parallel line, a distance of 391.71 feet to the point of beginning in Cook County, Illinois.

Common Address:

10330 South Woodlawn Avenue
Chicago, Illinois 60628.

Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:

25-14-100-0047-0000; and

25-14-100-0048-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With Pullman Industrial LLC.

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer (each individually, a "Party" and collectively, the "Parties"). Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

TABLE OF CONTENTS

Project Information	Section 9 Indemnification
Signature Page	Section 10 Default and Remedies
Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Conditions Precedent	Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	Exhibit C Insurance Requirements
Section 6 Covenants/Representations/Warranties of Developer	Exhibit D Annual Compliance Report
Section 7 Maintaining Records and Right to Inspect	Exhibit E Construction Compliance
Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	**Definition**
Agreement Date (preamble)	_____, 2024
Developer (preamble)	Pullman Industrial, LLC, a Delaware limited liability company
Project (3.01)	Construction of an approximately 169,520 square foot, new industrial building on the Property.
Ordinance Date (Recitals)	_____, 2024
Commencement Date (3.01)	_____, 2024
Completion Date (3.01)	_____, 20__
Facility (3.04)	The approximately 169,520 square foot light industrial building located on the Property
Minimum Project Investment (3.04)	$25,351,571, see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	If to the Developer: Pullman Industrial, LLC, 224 N. Des Plaines Street, Suite 100, Chicago Illinois 60661 Attention: Mark Koske If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

PULLMAN INDUSTRIAL, LLC,
a Delaware limited liability company

By: RYAN COMPANIES US, INC.,
a Minnesota Corporation,
its sole member

By: Ryan Companies Holdings, Inc.,
an Illinois Limited liability company,
its sole member

By:_____
Name:
Title:

CITY OF CHICAGO

By:_____
Ciere Boatright, Commissioner
Department of Planning and Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, 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 Ryan Companies Holdings, Inc., an Illinois Limited liability company, the sole member of Ryan Companies US, Inc., a Minnesota Business Corporation, which is the _____ of PULLMAN INDUSTRIAL, LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2024.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Clere 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 ___ day of _____, 2024.

_____
Notary Public

My Commission Expires_____

(SEAL)

SECTION 1. RECITALS

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Chapter 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"MBE(s)" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean any third party approved in the sole discretion of the City, (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change

in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of any existing lease with any Tenant evidencing that such Tenant has leased the Property. In addition, Developer agrees to provide any such leases that are executed subsequent to the Agreement Date to the City within thirty days of its execution.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. The Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written

request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

5.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DPD shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

(a) Developer is a corporation or limited liability company duly incorporated or organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01(i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

(e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) Developer shall not, except in the ordinary course of business, do any of the following without prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of Developer's business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter

into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate, or cause any Tenant to operate, the Project for industrial purposes, such as warehousing, distribution, manufacturing, etc., in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain, or to cause any Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 20 full-time equivalent (minimum of 35 hours per week), permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project to be retained at the Facility through the Term of the Agreement. In addition, the Developer aspires to create at least 180 full-time equivalent construction jobs within six (6) months of the Commencement Date, but failure to create construction jobs shall not be considered an event of default.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property, the Facility or any other property located in the Property.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

(a) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

6.16 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

7.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

(c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; or

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto

and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

12.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12.05 No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

12.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

12.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

12.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

12.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

12.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, civil unrest which may render the Property or surrounding area unsafe, pandemic, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any

discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with Pullman Industrial LLC constitutes Exhibit "A" to ordinance and printed on page 11786 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Pullman Industrial LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement With Pullman Industrial LLC)

MBE/WBE Budget.

Minimum Project Investment:	$25,351,571.00
Hard Construction Cost:	17,330,951
M/WBE Targets:	
MBE	4,506,047 (26 percent)
WBE	1,039,857 (6 percent)
Total M/WBE Budget:	$ 5,545,904

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement With Pullman Industrial LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than $500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".
(To Tax Incentive Classification Redevelopment Agreement With Pullman Industrial LLC)

Annual Compliance Report.

Pullman Industrial LLC, A Delaware Limited Liability Company
Agreement Dated As Of _____, 2024.

_____ Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, Pullman Industrial LLC, a Delaware Limited Liability Company ("Developer"), is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202_:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

-- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.

-- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than seventy-five percent (75%) of the Project shall remain open, occupied, and otherwise open for business.

-- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.

-- Delivery of updated insurance certificate (Section 6.09).

-- Provide evidence of payment of Non-Governmental Charges (Section 6.13).

-- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

-- The Project is in operation.

-- The Property is [Insert Percentage] occupied.

-- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

-- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

_____
Date

Pullman Industrial LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc.
a Minnesota corporation
its sole owner

By: Ryan Companies Holdings, Inc.
a Minnesota corporation
its sole member

By: _____

Name: _____

Title: _____

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With Pullman Industrial LLC)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree,

that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. Prevailing Wage. The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. City Resident Construction Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly

authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that $^{1}/_{20}$ of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 7(c) TAX INCENTIVE FOR PROPERTY AT 5214 -- 5232 S. ARCHER AVE.

[O2024-0008897]

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

CHICAGO, May 7, 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 May 7, 2024, having had under consideration an ordinance in support of a renewal of a Cook County Class 7(c) tax incentive for the property at 5214 -- 5232 South Archer Avenue (O2024-0008897), introduced on April 17, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for commercial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council"), the City established "51st/Archer Redevelopment Project Area" in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., finding, among other things, that 51st/Archer Redevelopment Project Area is a depressed area; and

WHEREAS, TVB LLC, an Illinois limited liability company ("Applicant") in 2017 acquired certain real estate generally located at 5214 -- 5232 South Archer Avenue, Chicago, Illinois 60632, as further described on Exhibit A attached hereto (the "Subject Property"), which is located within the boundaries of 51st/Archer Redevelopment Project Area; and

WHEREAS, The City's Department of Planning and Development ("DPD") determined that the Subject Property was last occupied in 2014; and

WHEREAS, The Applicant proposed to rehabilitate the approximately 6,953-square-foot abandoned Subject Property and redevelop it into commercial space including a restaurant and banquet hall (the "Project"); and

WHEREAS, On July 25, 2018, the City Council of the City adopted an ordinance supporting and consenting to the 7(c) classification of the Subject Property by the Office of the Assessor of Cook County, Illinois (the "Assessor"); and

WHEREAS, The Assessor granted the Class 7(c) tax incentive in connection with the Subject Property effective August 3, 2018; and

WHEREAS, The Applicant has filed an application for renewal of the Class 7(c) classification with the Assessor pursuant to the County Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 7(c) classification or renewal of a Class 7(c) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance provides that, in connection with the filing of a Class 7(c) renewal application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 7(c) designation or renewal is located, an ordinance expressly stating that, among other things, (a) the commercial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located, and (b) the municipality supports and consents to the Class 7(c) application or renewal by the Assessor of the Subject Property; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the commercial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 7(c) classification with respect to the Subject Property.

SECTION 4. The City Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized to deliver a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 7(c) renewal application filed with the Assessor by the Applicant as applicant, and to furnish such additional information as may be required in connection with the filing of the application by the Applicant with the Assessor for Class 7(c) designation renewal for the Subject Property.

SECTION 6. This ordinance shall be effective from and after its passage and approval.

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

Exhibit "A".

Subject Property Legal Description Of Leasehold Parcel.

(Subject To Review Of Title And Survey)

Parcel 1:

Lots 6, 7 and 8 in Block 1 in W.F. Kaiser and Company's Ardale Subdivision of the west half of the southwest quarter and the west three-quarters of the east half of the southwest quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian (except railroad right-of-way) in Cook County, Illinois.

Parcel 2:

Lots 3, 4, 5 and 6 in Block 2 in W.F. Kaiser and Company's Ardale Subdivision of the west half of the southwest quarter and the west three-quarters of the east half of the southwest quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian (except railroad right-of-way) in Cook County, Illinois.

Address Commonly Known As:

5214 -- 5232 South Archer Avenue
Chicago, Illinois 60632.

Permanent Real Estate Tax Index Numbers (PINs):

19-10-305-001-0000;

19-10-305-002-0000;

19-10-305-003-0000;

19-10-304-009-0000;

19-10-304-010-0000;

19-10-304-011-0000; and

19-10-304-012-0000.

SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTY AT 801 W. MADISON ST.

[O2024-0008899]

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

CHICAGO, May 7, 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 May 7, 2024, having had under consideration an ordinance in support of a Cook County Class L tax incentive for the property at 801 West Madison Street (O2024-0008899), introduced on April 17, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, ECG Madison LLC, all Illinois limited liability company (the "Owner"), is the owner of the historic building (the "Building") located at 801 West Madison Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance on April 24, 2012, designating the area encompassing the Building as a Chicago Landmark pursuant to the criteria established in Section 2-120-580, et seq. of the Municipal Code of Chicago, and such designation as a Chicago landmark meets the definition of a landmark pursuant to the County Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Building thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The redevelopment objective of the City in connection with the Project Real Estate is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; provide greater tax revenues to the City and Cook County by increasing economic activity at the Building; and facilitate the preservation of a historically significant building; and

WHEREAS, The Owner intends to use the Building for commercial purposes after the Project is completed by operating the Building as a hotel with approximately 76 rooms, a lobby on the first floor, and ground floor retail (the "Intended Use"); and

WHEREAS, It is anticipated that the Project may require a transfer of a beneficial interest in the Owner to one or more entities who will receive an allocation of federal historic rehabilitation tax credits ("Tax Credit Investors"); and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the County Ordinance; and

WHEREAS, Pursuant to the County Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which: (1) is a Landmark (as defined in the County Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in the County Ordinance), which constitutes an investment by the owner of at least 50 percent of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states, among other things, that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in the County Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in the County Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in the County Ordinance); and

WHEREAS, On January 11, 2024, the Landmarks Commission issued a written recommendation of the Project to the City Council recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate has been vacant and has not been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor, making the land upon which the Building is situated also eligible for the Class L incentive; and

WHEREAS, The City encourages goals of: (i) in accordance with Section 2-92-420, et seq. of the MCC, 26 percent Minority-owned Business Enterprises and 6 percent Women-owned Business Enterprises participation (measured against the total construction budget for the Project or any phase thereof); and (ii) in accordance with Section 2-92-330 of the MCC, 50 percent City resident hiring (measured against the total construction work hours for the Project or any phase thereof), where possible, and the Owner has acknowledged 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 by the City; and

WHEREAS, The Department of Planning and Development of the City ("DPD") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to the City Council that the City expressly determine by ordinance, among other things, that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive. The City's support and consent to the grant of certification for the Class L incentive for the Project Real Estate is expressly conditioned upon the substantial completion of the Project as proposed by the Owner and approved by the City, both upon completion of the Substantial Rehabilitation of the Project Real Estate and during the term of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by December 31, 2025, The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer") shall have discretion to extend the construction completion date by issuing a written extension letter in response to a written request from the Owner. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Intended Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and made a part hereof, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties.

SECTION 6. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 7. The Authorized Officer is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Authorized Officer is hereby authorized to enter into and execute such instruments and agreements and perform any and all acts as shall be necessary or advisable in connection with the Project which reflect the terms and conditions as may be imposed or approved in connection with the Project by the Authorized Officer.

SECTION 9. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub)Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Intended Use (all as determined in the sole discretion of the Authorized Officer). Changes to the Project budget delineated on (Sub)Exhibit A to Exhibit 2 shall not require prior City approval provided that the Project is substantially completed in accordance with the scope of work defined in (Sub)Exhibit B to Exhibit 2 and achieves the minimum investment required for Class L eligibility.

SECTION 10. Upon request by the Owner for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the County Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the Authorized Officer shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination").

SECTION 11. Any conveyance of all or a portion of the Project Real Estate by the Owner before the Final Determination shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void. Any renewed support and consent of the City for the Class L incentive contemplated in connection with the Project undertaken by a successor in interest to the Owner of the Project Real Estate prior to the Final Determination shall require additional authorization by the City Council. Any change prior to the Final Determination in the direct owners in excess of 7.5 percent of the Owner or who constitutes the direct or indirect controlling parties of the Owner, as determined by the Corporation Counsel (an "Ownership Change"), shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void, unless such Ownership Change is approved by the Authorized Officer in his or her discretion. This section shall not apply to the transfer of a beneficial interest in the Owner to Tax Credit Investors with respect to the Project, or to the transfer of a leasehold interest in the Project Real Estate to a master tenant entity owned in whole or in part by one or more Tax Credit Investors, provided that such transfers do not involve a change to the direct or indirect controlling parties of the Owner.

SECTION 12. No permit fee waiver(s) pursuant to Section 2-120-815 of the Municipal Code of Chicago from the City related to the Project Real Estate shall be granted to the Owner during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 13. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 14. To assist the City in promoting and tracking M/WBE and City resident participation, the Owners shall provide information to the City's Committee on Economic, Capital and Technology Development (the "Committee") at two points in the City approval process for the Project. First, the Owners shall submit to the Committee an M/WBE Participation Proposal ("Participation Proposal") prior to commencement of construction of the Project. The Participation Proposal shall identify the Owners' 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 Participation Proposal shall include a description of the Owners' proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, prior to issuance of a Final Determination for the Project or any phase thereof, the Owners shall provide the Committee 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, the Committee may request such additional information as the Committee determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in projects that seek the Class L classification.

SECTION 15. This ordinance shall be effective from and after its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

Exhibit 1.
(To Ordinance)

Legal Description.

(Subject To Final Title And Survey)

Parcel 1.

Lots 1 and 2 and the north three-fifths of Lot 3 (except present streets and alleys) in Block 1 in Duncan's Addition to Chicago in Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Easement appurtenant to and for the benefit of Parcel 1, as created by grant of easement, recorded on September 27, 2011, as Document Number 1127039123, for purposes of ingress and egress over, upon and across the easement parcel for access to and from the benefited parcel to and from the public rights-of-way commonly known as West Madison Street and West Monroe Street.

Address Commonly Known As:

801 West Madison Street/2 South Halsted Street
Chicago, Illinois.

Permanent Index Number:

17-17-209-009-0000.

Exhibit 2.
(To Ordinance)

Commission On Chicago Landmarks.

January 11, 2024.

Recommendation To The City Council That A Class L Real Estate Tax Reduction Be Approved For 801 W. Madison St. And 2 S. Halsted St. (Former) Mid-City Trust And Savings Bank Building.

To the Mayor and Members of the City Council of the City of Chicago:

Whereas, the building at 801 West Madison Street and 2 South Halsted Street (the "Building) was designated as a Chicago Landmark by the City Council of the City of Chicago (the "City Council") on April 24, 2012; and

Whereas, the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation of the Building (the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); now, therefore

THE COMMISSION ON CHICAGO LANDMARKS HEREBY:

1. Incorporates the above recitals; and

2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as Exhibits A and B respectively, that the Project meets or exceeds the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*; and

3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance;

4. Recommends that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously. (8-0)

Ernest C. Wong
Chairman

Dated: January 11, 2024

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Recommendation)

Project Budget.

801 W. Madison St.

The Neighborhood Hotel - West Loop
801 West Madison St. - Chicago, IL
Class L Budget

Uses of Capital	Total Cost	Class L Ineligible	Class L Eligible
Hard Costs			
General Conditions	$808,442	$808,442	
Owners General Requirements	$100,000	$100,000	
Performance Bond	$115,520	$115,520	
Insurance	$250,000		$250,000
Demolition & Abatement	$2,664,267		$2,664,267
Site & Utility (Use existing MEP utilities)	$415,000		$415,000
Sidewalk (Halsted) & Utility Vaults	$145,000	$145,000	
Landscape	$34,720	$34,720	
Green Roof	$177,280		$177,280
Structural Steel	$369,367		$369,367
Concrete, Footings, and Foundation	$584,241		$584,241
Masonry New & Repair Existing	$1,033,448		$1,033,448
Carpentry and Finishes L&M	$2,109,086		$2,109,086
Roofing/Downspouts/Coping	$598,459		$598,459
Exterior & Interior Caulking/Sealing/Fire Stopping	$199,370		$199,370
HVAC	$2,739,682		$2,739,682
Electrical & Low Voltage	$2,562,622		$2,562,622
Fire Alarm System	$495,102		$495,102
Plumbing, Gas Piping & Fixtures	$2,384,494		$2,384,494
Fire Sprinkler	$527,995		$527,995
Glass & Glazing	$990,459		$990,459
Skylight	$400,000		$400,000
Insulation (Exterior & Sound)	$411,000		$411,000
Drywall & Paint	$1,443,000		$1,443,000
Millwork	$406,150		$406,150
Cabinets & Countertops Material	$581,824		$581,824
Tile M&L	$539,923		$539,923
Flooring L&M	$347,664		$347,664
Stairs & Other Steel	$155,000		$155,000
Elevator (3)	$450,000		$450,000
Parking Lot / Alley	$25,300	$25,300	
Bath Accessories	$111,250	$111,250	
Shower Doors/Mirrors/Glass Material	$158,517	$158,517	
Closet Shelves Material	$73,000	$73,000	
Clean Up (Final Clean)	$62,516	$62,516	
Crane	$173,000	$173,000	
Street Repair	$125,000	$125,000	
WiFi & Locks	$380,000	$380,000	
Pre-Construction Work, Selective Demo, Immediate Roof Repairs	$106,349	$106,349	
Outside Canopy / Signage	$30,000	$30,000	
Exterior Lighting + Lighting Courtyard	$57,500		$57,500
Relocate Electrical Service	$40,000		$40,000
MBE / WBE Additional Costs	$400,000	$400,000	
Subtotal Hard Costs	$25,781,548	$2,848,614	$22,932,934
Hard Costs Contingency 7%	$1,804,708	$199,403	$1,605,305
Total Hard Costs Total	$27,586,257	$3,048,017	$24,538,240
Soft Costs			
Construction Management Fees	$800,000	$800,000	
Title and Recording	$25,000		$25,000
Fees and Permits	$50,000		$50,000
Legal and Professional Fees	$350,000		$350,000
Furniture for Common Area and Units	$1,900,000	$1,900,000	
Marketing	$50,000	$50,000	
Utilities During Construction	$50,000	$50,000	
Real Estate Taxes During Construction	$1,800,000	$1,800,000	
Operating Expense Reserves	$1,694,894	$1,694,894	
Architectural/Engineering/Design	$900,000	$192,447	$707,553
Pullout drawer refrigerator	$152,000	$152,000	
Combo Washer/Dryer	$40,000	$40,000	
Furniture Freight, Storage, Installation	$750,000	$750,000	
Art & Mural	$130,000	$130,000	
Room Amenities (Coffee, etc.)	$76,000	$76,000	
Appliances	$380,000	$380,000	
WIFI Install	$159,600	$159,600	
Linens	$110,000	$110,000	
Subtotal Soft Costs	$9,417,494	$8,284,941	$1,132,553
Soft Costs Contingency 7%	$659,225	$579,946	$79,279
Total Soft Costs Total	$10,076,719	$8,864,887	$1,211,831
Development Fee	$808,000		$808,000
Acquisition Costs	$14,626,379	$14,626,379	
Class L Budget - Mid-City National Bank Historic Rehab - (Phase I	$53,097,354	$26,539,283	$26,558,071

(1) Class L Budget excludes overall project costs attributable to financing as well as costs to build out the retail space on the ground floor and lower level

(Sub)Exhibit "B".
(To Commission On Chicago Landmarks Recommendation)

Scope Of Work.

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

-- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.

-- The review and approval of the Commission.

-- The U.S. Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 4, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the Building, to be investigated and assembled by the property owner.

-- Drawings prepared by Pappageorge Haymes dated June 19, 2023, and any Commission/PRC conditions of approval.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required Work.

Exterior:

Work shall include:

-- Masonry repairs as necessary to address all condition issues on all elevations.

-- Masonry cleaning on all elevations.

-- Replacement of select un-repairable non-historic windows as required to match existing replacement windows on upper floors. Repair of remaining existing non-historic windows to make fully operational.

-- Repair and refinishing of existing historic windows at ground and 2nd floors including installation of an additional layer of glazing to the inside face of the windows.

-- Repair and re-installation of historic doors at all building entries.

-- Modification of select ground floor windows to accommodate new tenant doors.

-- Installation of exterior architectural illumination.

-- Rebuilding of damaged areas of roof parapet.

-- Roof work includes removal of old layers of roofing, installation of new layer of roofing and insulation over existing deck and perimeter flashing.

-- Installation of vegetative 'green' roof.

-- Installation of mechanical equipment serving hotel suites on the roof.

Interior:

Work shall include:

-- Installation of new mechanical, electrical, plumbing and fire protection systems to replace existing obsolete systems.

-- Replacement and modernization of two existing elevators in existing locations and construction of (2) new elevators from bank hall to basement.

-- Installation of new insulation and gypsum board at interior face of exterior walls on upper floors.

-- Modifications to stairs, stairwells, and egress paths to ensure conformance with Chicago Building Code.

-- Installation of new trash chute at existing chimney.

-- Restoration of historic features at entry stairwell and historic safety deposit box waiting area at the northeast corner of the basement.

-- Capping of existing exposed soil floor in basement boiler room.

-- Full buildout of basement hotel back-of-house spaces, including laundry room, package storage, maintenance office, etc.

-- Full buildout of basement circulation for hotel and future tenant including corridors and ramps to accommodate level changes in the basement.

-- Removal of non-historic bank hall finishes on the first floor.

-- New glass partitions between the historic bank hall and hotel lobby.

-- Replacement of non-historic lighting and finishes with new historically sensitive fixtures throughout.

-- Buildout of vestibule and hotel lobby within historic bank hall with historically sensitive finishes and fixtures.

-- Repair and renovation of bank hall skylights.

-- Full buildout of 12 new hotel suites on the 2nd floor mezzanine, including repairs and renovation of historic office/conference room. Full build out of 16 new hotel suites per floor on floors 3 -- 6. Hotel suites include full bathroom with shower, toilet and lavatory, small kitchenette, and living/sleeping rooms.

-- Installation of fire separations at mezzanine openings to ensure conformance with Chicago codes.

-- Demolition and replacement of east wall along north-south corridor on upper floors. Historic doors to be salvaged and reinstalled in new wall.

-- Protection and renovation of existing historic north and south walls of east-west, and west wall of north-south corridor on upper floors.

-- Protection and renovation of existing historic floor tile where present in the common corridor on upper floors. In areas where historic tile is not present, new tile to match historic color and patterning to be installed.

-- Restoration and modernization of historic doors at new hotel suite entries to meet code requirements on upper floors. Where historic doors do not align with entries, doors to remain in place and be sealed shut.

Sustainable Features:

-- Designed to earn the Energy Star -- 30 Points

-- Exceed Energy Code by 5 percent -- 20 Points

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Additional Work:

Additional work not required by Class L, but to be undertaken by the owner, includes installation of a new entrance canopy above the west entry along West Madison Street and new mural along the alley. Any signage shall be reviewed and approved by the Commission prior to installation.

COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

[F2024-0009724]

The Committee on Environmental Protection and Energy submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on Environmental Protection and Energy, in response to Rule 41 Failure to Report Request by Alderman Lopez:

1. R2023-0002988: Call for hearing(s) on potential application of laws of comparable municipalities regarding regulation of livestock and other non-pet animals within City of Chicago.

2. O2023-0002993 -- Amendment of Municipal Code Titles 2 and 7 regarding livestock licensing requirements, policies and restrictions.

3. R2024-0007368 -- Call for hearing(s) on carbon dioxide capture and storage technology.

These items have not been discussed in Committee due to departmental requests that they be reviewed before being heard in Committee, and therefore there has been no recommendation to report.

Sincerely,

(Signed) MARIA HADDEN,
Chair.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

REQUIREMENT FOR CITY DEPARTMENTS AND AGENCIES TO INCLUDE DESIGNATION OF MIDDLE EASTERN OR NORTH AFRICAN ON DATA REPORTS USING RACIAL OR ETHNIC CLASSIFICATIONS.

[O2024-0008872]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on May 15, 2024, and to which was referred an ordinance requiring City departments and agencies to include designation of Middle Eastern or North African on data reports using racial or ethnic classifications (O2024-0008872), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 8 members present, with no dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Census Bureau is the Nation's leading provider of data collection on race and ethnicity, although, it does not currently include all of the Nation's identified groups; and

WHEREAS, The next United States Census and future federal government forms starting in 2029 will have a new option to select "Middle Eastern or North African" ("MENA"), also referred to as Arab Americans, when asked to identify race and/or ethnicity; and

WHEREAS, The exclusion of MENA Americans from the United States Census Bureau has led to the inability for MENA Americans to obtain affirmative action resources provided to other historically disadvantaged groups; and

WHEREAS, The American Community Survey ("ACS") revealed that MENA Americans have suffered pervasive society-wide prejudice and discrimination or practices, and that over time those conditions have resulted in economic deprivation; and

WHEREAS, The City of Chicago is home to the fourth largest urban concentration of MENA American population in the United States, and according to the Illinois Advisory Committee to the United States Commission on Civil Rights, the Arab population in Chicago as of 2020 was around 150,000; and

WHEREAS, Recently, the State has amended the Uniform Racial Classification Act and the Data Governance and Organization to Support Equity and Racial Justice Act to require State agencies that compile or report data using racial or ethnic classifications to include a classification for "Middle Eastern or North African"; and

WHEREAS, The City of Chicago should join the United States Census Bureau, the federal government, and State agencies in recognizing MENA Americans as an identified group on government forms; now, therefore,

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

SECTION 1. Notwithstanding any other provision of law, and except as otherwise required by State or federal law or regulation, whenever a City department, agency, or office compiles or reports statistical data using racial or ethnic classifications, as required, or permitted under applicable law, such department, agency, or office shall include a classification for people who are Middle Eastern or North African.

SECTION 2. The requirements and duties under this ordinance shall in all cases be subject to the provisions of Chapter 2-173 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall take effect upon passage.

EXPRESSION OF SUPPORT FOR RIGHT OF SELF-DETERMINATION FOR PEOPLE OF PUERTO RICO AND OPPOSITION TO PUERTO RICO STATUS ACT.
[SR2024-0008389]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on May 15, 2024, and to which was referred a substitute resolution expressing support for right of self-determination for the people of Puerto Rico and opposition to the Puerto Rico Status Act (SR2024-0008389), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 8 members present, with no dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Commonwealth of Puerto Rico has been under United States jurisdiction since 1898 and it is the property of, but not part, of the United States, and laws passed by Congress apply in the island without the consent nor participation of the residents thereof; and

WHEREAS, The principle of self-determination is a cornerstone of international law, enshrined in the United Nations Charter, which guarantees all peoples the right to freely determine their political status and freely pursue their economic, social, and cultural development; and

WHEREAS, The Puerto Rican people have, through various referendums and public expressions, demonstrated a clear desire to address and resolve the island's political status; and

WHEREAS, The Puerto Rico Status Act has been introduced in the United States Congress, raising concerns among many Puerto Ricans and their allies regarding its approach to resolving the island's future political status; and

WHEREAS, The Puerto Rico Self-Determination Act proposes a process for Puerto Ricans to exercise their right to self-determination in a democratic and inclusive manner, offering a platform for Puerto Ricans to decide their future through a convention of elected representatives; now, therefore,

Be It Resolved by the City Council of Chicago:

1. Supports Self-Determination: We hereby express our strong support for the right of the people of Puerto Rico to self-determination.

2. Opposes The Puerto Rico Status Act (H.R. 8393): Due to concerns over its inadequacy in facilitating a fair and democratic process for the Puerto Rican people to determine their future, given the lack of critical information over status definitions, the controlling language of government operations, transitions, taxes, Puerto Rico's separate Olympic representation, citizenship, and other key matters.

3. Endorses The Puerto Rico Self-Determination Act (H.R. 2070): As a constructive approach to enabling the people of Puerto Rico to explore and decide upon their future political status through a democratic and participatory process.

4. Encourages Federal Support: That we encourage our federal representatives to support legislation and initiatives that align with the principles of self-determination and democracy for Puerto Rico.

Be It Further Resolved, That a suitable copy of this resolution be delivered to members of the Illinois Congressional Delegation, expressing the sentiment of the Illinois Legislature regarding the future status of Puerto Rico.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF SECTION 2-44-085 OF MUNICIPAL CODE TO CLARIFY AFFORDABLE REQUIREMENTS ORDINANCE REGARDING PROVISIONS FOR DEVELOPERS OF RENTAL PROJECTS IN DOWNTOWN DISTRICTS, INCLUSIONARY AREAS AND COMMUNITY PRESERVATION AREAS.

[O2024-0008891]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance introduced by the Department of Housing for amendment of Municipal Code Section 2-44-085 to clarify affordable requirements ordinance (O2024-0008891), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-44-085 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and deleting the language struck-through, as follows:

2-44-085 2021 Affordable Requirements.

(Omitted text is unaffected by this ordinance.)

(F) Required Percentage Of Affordable Units. The percentage of dwelling units required to be affordable depends on the type of project (rental or owner-occupied), the location of the project, and the target affordability level, as specified below. The developer may provide affordable units at multiple income levels, provided the weighted average of all income levels meets the target affordability level, and further provided that all income levels must be multiples of 10 percent of the AMI.

(Omitted text is unaffected by this ordinance.)

(2) Rental Projects In All Other Areas. Developers of rental projects in the downtown districts, inclusionary areas, and community preservation areas shall provide 20% of the dwelling units in the project as affordable housing at a weighted average of 60% of the AMI, provided the maximum income level for any affordable unit in a rental project may not exceed 80% of the AMI, and further provided that developers required to provide six or more on-site or off-site affordable units ~~may~~ shall select ~~from~~ one of the following ~~additional~~ options for compliance (all subject to the foregoing 80% AMI cap):

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect after its passage and approval.

SALE OF CITY-OWNED PROPERTIES AT 4441 W. ADAMS ST. TO TAMEKIA JENKINS, 352 S. KOSTNER AVE. TO BRYAN RAMSON AND 4236 W. MONROE ST. TO VICTORIA GIDDENS UNDER CHIBLOCK BUILDER PLATFORM.
[O2024-0008973]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned open space properties at 4441 West Adams Street to Tamekia Jenkins, 352 South Kostner Avenue to Bryan Ramson and 4236 West Monroe Street to Victoria Giddens (O2024-0008973), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, 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, thus not generating property 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 online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties online, 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 open space category; and

WHEREAS, Eligible open space buyers had to meet the following qualifications: (1) be residents, nonprofit organizations, or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) have support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, Specific evaluation criteria for open space projects included: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected three buyers (each, a "Buyer") for three City lots (each, a "City Lot") in the open space category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto; 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 December 21, 2023, the Chicago Plan Commission approved the disposition of the City Lots identified as City Lot 1, City Lot 2 and City Lot 3 to the Buyers identified on Exhibit A; and

WHEREAS, City Lots 1, 2 and 3 are located in the Midwest Tax Increment Financing Redevelopment Project Area, approved by City Council on May 17, 2000 and the Department has determined that the sale is consistent with the redevelopment plan and project for the redevelopment area; and

WHEREAS, By resolution adopted on March 5, 2024, the Community Development Commission recommended the sale of City Lots 1, 2 and 3 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 Buyer 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 which is comprised of 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 City Lot With Open Space. Buyer shall improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed. If this condition is not met, 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 revest 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 revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; provided however, if Buyer delivers written notice to the Commissioner of the City's Department of Planning and Development, or any successor department thereto, that such improvements have been made to the City Lot, along with documentation evidencing such improvements, the right of reverter shall terminate on the date Buyer records such notice countersigned by the Commissioner, or the Commissioner's designee, with the Cook County Clerk, Recordings Division.

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.

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

Exhibit "A".

Legal Descriptions, Buyers And Purchase Prices.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

4236 West Monroe Street.

Lot 22 in Block 1 in Place & Whiteside's Subdivision of the west half of the east half of the northwest quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4236 West Monroe Street
Chicago, Illinois 60624.

Permanent Index Number:

16-15-201-026-0000.

Buyer:

Victoria Giddens.

Ward/Community Area:

28/West Garfield Park.

TIF Area:

Midwest TIF.

Size/Zoning:

3,049 square feet/RT4.

Market Value:

$9,146.

Purchase Price:

$915 (10 percent of Market Value).

Open Space Use:

Victoria Giddens has lived two houses down at 4228 West Monroe Street for over 10 years. She plans to plant flowers and maintain a lawn with benches and tables for community use. Her budget is approximately $3,300.

City Lot 2.

352 South Kostner Avenue.

Lot 8 in Block 5 in Counselman's Subdivision of the north half of the southeast quarter of the northwest quarter of Section 15, Township 39 North, Range 13 (except the west 33 feet thereof), East of the Third Principal Meridian, in Cook County, Illinois.

Address:

352 South Kostner Avenue
Chicago, Illinois 60624.

Permanent Index Number:

16-15-12-044-0000.

Buyer:

Bryan Ramson.

Ward/Community Area:

28/West Garfield Park.

TIF Area:

Midwest TIF.

Size/Zoning:

2,939 square feet/RT4.

Market Value:

$8,817.

Purchase Price:

$882 (10 percent of Market Value).

Open Space Use:

Bryan Ramson intends to fence off the lot with a high-quality ranch-style wooden fence, landscape it with wildflowers, maintain the trees onsite, and keep it clean for the community. Bryan lives around the block from the site and will program the site with help from his block club. His budget is approximately $5,800.

City Lot 3.

4441 West Adams Street.

Lot 17 in Block 8 in D.S. Place's Addition to Chicago, being a subdivision of the east three-quarters of the northeast quarter of the northwest quarter Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4441 West Adams Street
Chicago, Illinois 60624.

Permanent Index Number:

16-15-115-008-0000.

Buyer:

Tamekia Jenkins.

Ward/Community Area:

28/West Garfield Park.

TIF Area:

Midwest TIF.

Size/Zoning:

3,042 square feet/RT4.

Market Value:

$9,126.

Purchase Price:

$913 (10 percent of Market Value).

Open Space Use:

Tamekia Jenkins has lived at 4443 West Adams Street directly next door to the vacant lot for over 10 years. She plans on fencing the property, removing the illegally parked cars, and keeping it clean for neighborhood children to play. Her budget is $1,200.

Exhibit "B".

Competing Proposals.

City Lot 1.

4236 West Monroe Street -- Applications Submitted.

Victoria Giddens was the only applicant.

City Lot 2.

352 South Kostner Avenue -- Applications Submitted.

Bryan Ramson was the only applicant.

City Lot 3.

4441 West Adams Street -- Applications Submitted.

Tamekia Jenkins was the only applicant.

SALE OF CITY-OWNED PROPERTIES IN 15TH WARD TO ADJACENT NEIGHBORS UNDER CHIBLOCKBUILDER LAND SALE PROGRAM.

[O2024-0008972]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned properties in the 15th Ward to adjacent neighbors under ChiBlockBuilder land sale program (O2024-0008972), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, 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, thus not generating property 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 online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties online, 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 supercedes 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 period 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 Buyer, 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 is comprised of 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 provisions of 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 revest 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 revesting 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:

Minerva Sanchez.

Buyer's Address:

4938 South Seeley Avenue
Chicago, Illinois 60609.

Value ("As Is"):

$8,980.23.

Purchase Price:

$898.00.

Legal Description:

Lot 16 in Block 39 in Chicago University Subdivision in the north half of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4936 South Seeley Avenue
Chicago, Illinois 60609.

Property Index Number:

20-07-117-033-0000.

Buyer:

Pamela Evans.

Buyer's Address:

6043 South Wolcott Avenue
Chicago, Illinois 60636.

Value ("As Is"):

$6,212.78.

Purchase Price:

$621.00.

Legal Description:

Lot 440 in E.A. Cummings and Company's 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6041 South Wolcott Avenue
Chicago, Illinois 60636.

Property Index Number:

20-18-410-016-0000.

Buyer:

Yesica B. Ramos.

Buyer's Address:

6127 South Paulina Street
Chicago, Illinois 60637.

Value ("As Is"):

$6,233.89.

Purchase Price:

$623.00.

Legal Description:

Lot 37 in Block 2 in Englewood Hill, a subdivision of the southeast quarter of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6129 South Paulina Street
Chicago, Illinois 60637.

Property Index Number:

20-18-422-011-0000.

Buyer:

Maria P. Jalpa Aguirre.

Buyer's Address:

6203 South Honore Street
Chicago, Illinois 60637.

Value ("As Is"):

$6,017.72.

Purchase Price:

$602.00.

Legal Description:

Lot 654 in E.A. Cummings and Company's 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6201 South Honore Street
Chicago, Illinois 60637.

Property Index Number:

20-18-427-001-0000.

Buyer:

Austin Zarah.

Buyer's Address:

727 West 48th Street
Chicago, Illinois 60609.

Value ("As Is"):

$13,484.08.

Purchase Price:

$1,348.00.

Legal Description:

Lot 116 in Fowlers Resubdivision of part of the South Side Homestead Association Addition in Section 9, Township 32 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

725 West 48th Street
Chicago, Illinois 60609.

Property Index Number:

20-09-105-011-0000.

Buyer:

Delise Harris.

Buyer's Address:

6223 South Honore Street
Chicago, Illinois 60636.

Value ("As Is"):

$5,962.19.

Purchase Price:

$596.00.

Legal Description:

Lot 662 in E.A. Cummings and Company's 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6221 South Honore Street
Chicago, Illinois 60636.

Property Index Number:

20-18-427-008-0000.

Buyer:

Lidia Betian.

Buyer's Address:

6231 South Honore Street
Chicago, Illinois 60636.

Value ("As Is"):

$5,962.20.

Purchase Price:

$596.00.

Legal Description:

Lot 665 in E.A. Cummings and Company's 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6229 South Honore Street
Chicago, Illinois 60636.

Property Index Number:

20-18-427-011-0000.

Buyers:

Jermaine Bond, Lolita Young-Bond.

Buyers' Address:

6236 South Hermitage Avenue
Chicago, Illinois 60636.

Value ("As Is"):

$6,198.68.

Purchase Price:

$620.00.

Legal Description:

Lot 14 in Block 5 in Englewood Hill, a subdivision of the southeast quarter of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6234 South Hermitage Avenue
Chicago, Illinois 60636.

Property Index Number:

20-18-428-027-0000.

Buyer:

Martin Navarrete.

Buyer's Address:

6328 South Hermitage Avenue
Chicago, Illinois 60636.

Value ("As Is"):

$6,193.51.

Purchase Price:

$619.00.

Legal Description:

Lot 39 in Block 4 in Drexel Park, a subdivision in the east quarter of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6330 South Hermitage Avenue
Chicago, Illinois 60636.

Property Index Number:

20-19-204-030-0000.

Buyer:

Jennifer Fata.

Buyer's Address:

535 West 45th Street
Chicago, Illinois 60609.

Value ("As Is"):

$9,487.74.

Purchase Price:

$949.00.

Legal Description:

Lot 13 in Block 2 in D.W. Baker's Subdivision of the east half of the north half of the south half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

531 West 45th Street
Chicago, Illinois 60609.

Property Index Number:

20-04-322-014-0000.

Buyer:

Gabriela Bustos Hernandez.

Buyer's Address:

6043 South Honore Street
Chicago, Illinois 60636.

Value ("As Is"):

$6,214.24.

Purchase Price:

$621.00.

Legal Description:

Lot 622 in E.A. Cummings and Company's 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6041 South Honore Street
Chicago, Illinois 60636.

Property Index Number:

20-18-411-016-0000.

SALE OF CITY-OWNED PROPERTIES TO UNITED POWER FOR ACTION AND JUSTICE UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.

[SO2024-0008969]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred a substitute ordinance introduced by the

Department of Housing for sale of various City-owned properties to United Power for Action and Justice under City Lots for Working Families Program (20th and 24th Wards) (SO2024-0008969), 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 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 1970 State of Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; 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, The City also has a goal of creating communities of opportunity to replace vacancy, violence, and decades of disinvestment with affordable homes and opportunities for families to build generational wealth and equity; 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" or "Program"); and

WHEREAS, Pursuant to the City Lots for Working Families Program, the Department of Housing ("DOH"), as successor to the Department of Planning and Development for the administration and implementation of this Program, is authorized to evaluate proposals for the construction of new 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 is the owner of the City Lots identified on Exhibit A attached hereto, each of which has an appraised value of less than $175,000; and

WHEREAS, United Power for Action and Justice ("United Power") is a not-for-profit, non-partisan community organization composed of 40 religious congregations, not-for-profit groups, hospitals, health centers and civic organizations from across Cook County; and

WHEREAS, United Power has submitted a proposal to the Department of Housing ("DOH") on behalf of the following member organizations or affiliated business entities of which the applicable member is the sole controlling party (each, a "Developer") to construct Homes on the City Lots:

The Resurrection Project, an Illinois not-for-profit corporation;

Precious Blood Ministry of Reconciliation, an Illinois not-for-profit corporation;

Sunshine Gospel Ministries, an Illinois not-for-profit corporation;

Lawndale Christian Development Corporation, an Illinois not-for-profit corporation;

IFF, an Illinois not-for-profit corporation; and

WHEREAS, DOH has agreed to sell up to 500 City Lots in increments of 125 or less to the Developers under the City Lots for Working Families Program (the "Project"); and

WHEREAS, DOH wishes to modify the City Lots for Working Families Program for the Project to allow each Developer to construct more than twenty (20) Homes; and

WHEREAS, DOH further wishes to modify the City Lots for Working Families Program for the Project by changing all references to the term "Appraised Value" in the Project Ordinance to "Market Valuation", and defining Market Valuation to mean the value of a City Lot as determined by an independent market value assessment of lots in neighborhood subareas; and

WHEREAS, The Developers have agreed to undertake the Project in accordance with the Program Ordinance (except as modified herein), and pursuant to the conditions of a redevelopment agreement, which shall, among other things, reduce or waive certain fees as set forth on Exhibit B 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 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

WHEREAS, Section 2-44-085 of the Municipal Code (the 2021 Affordable Requirements Ordinance) shall not apply to the Project; 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. Each Developer is hereby designated a developer and the 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 Project.

SECTION 4. The sale of the City Lots to the Developers for $1.00 per City Lot is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with each 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, including 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. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification.

SECTION 5. The Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, quitclaim deeds conveying the City Lots to the Developers, subject to those covenants, conditions and restrictions set forth in the redevelopment agreement.

SECTION 6. The reduction and waiver of the fees described on Exhibit B attached hereto is hereby authorized.

SECTION 7. The 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 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" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Identification Of City Lots.

(Subject To Final Title And Survey)

	PIN	Address	Ward	United Power Member Developer
	20-08-119-013-0000	1352 W. 49th Pl	20	TRP/PBMR[1]
	20-08-118-012-0000	1432 W. 49th Pl	20	TRP/PBMR
	20-08-210-002-0000	1058 W. 50th St	20	TRP/PBMR
	20-08-123-029-0000	1236 W. 50th St	20	TRP/PBMR
	20-08-123-028-0000	1238 W. 50th St	20	TRP/PBMR
	20-08-122-033-0000	1340 W. 50th St	20	TRP/PBMR
	20-08-122-032-0000	1342 W. 50th St	20	TRP/PBMR
	20-08-121-037-0000	1428 W. 50th St	20	TRP/PBMR
	20-08-217-042-0000	1010 W. 51st St	20	TRP/PBMR
	20-08-217-037-0000	1024 W. 51st St	20	TRP/PBMR
	20-08-216-046-0000	1032 W. 51st St	20	TRP/PBMR
	20-08-216-044-0000	1040 W. 51st St	20	TRP/PBMR
	20-08-216-043-0000	1042 W. 51st St	20	TRP/PBMR
	20-08-216-041-0000	1046 W. 51st St	20	TRP/PBMR
	20-08-216-037-0000	1054 W. 51st St	20	TRP/PBMR
	20-08-216-038-0000	1054 W. 51st St	20	TRP/PBMR
	20-08-215-041-0000	1110 W. 51st St	20	TRP/PBMR
	20-08-215-021-0000	1128 W. 51st St	20	TRP/PBMR
	20-08-214-045-0000	1142 W. 51st St	20	TRP/PBMR
	20-08-214-022-0000	1148 W. 51st St	20	TRP/PBMR
	20-08-214-021-0000	1150 W. 51st St	20	TRP/PBMR
	20-08-131-045-0000	1200 W. 51st St	20	TRP/PBMR
	20-08-307-006-0000	1209 W. 51st St	20	TRP/PBMR
	20-08-131-039-0000	1218 W. 51st St	20	TRP/PBMR
	20-08-307-001-0000	1221 W. 51st St	20	TRP/PBMR
	20-08-130-046-0000	1234 W. 51st St	20	TRP/PBMR
	20-08-130-045-0000	1236 W. 51st St	20	TRP/PBMR
	20-08-306-001-0000	1259 W. 51st St	20	TRP/PBMR
	20-08-305-009-0000	1301 W. 51st St	20	TRP/PBMR
	20-08-129-046-0000	1302 W. 51st St	20	TRP/PBMR
	20-08-129-045-0000	1304 W. 51st St	20	TRP/PBMR

[1] The Resurrection Project (TRP). TRP will take title to city-owned lots and will be the developer. Precious Blood Ministry of Reconciliation is a member of United Power and is a community partner of TRP in this effort but will not take title to city-owned lots or develop homes.

	PIN	Address	Ward	United Power Member Developer
	20-08-305-007-0000	1307 W. 51st St	20	TRP/PBMR
	20-08-305-006-0000	1309 W. 51st St	20	TRP/PBMR
	20-08-305-003-0000	1317 W. 51st St	20	TRP/PBMR
	20-08-129-039-0000	1320 W. 51st St	20	TRP/PBMR
	20-08-129-038-0000	1322 W. 51st St	20	TRP/PBMR
	20-08-129-037-0000	1324 W. 51st St	20	TRP/PBMR
	20-08-128-038-0000	1356 W. 51st St	20	TRP/PBMR
	20-08-128-037-0000	1358 W. 51st St	20	TRP/PBMR
	20-08-127-043-0000	1410 W. 51st St	20	TRP/PBMR
	20-08-127-042-0000	1412 W. 51st St	20	TRP/PBMR
	20-08-127-041-0000	1414 W. 51st St	20	TRP/PBMR
	20-08-127-039-0000	1420 W. 51st St	20	TRP/PBMR
	20-08-127-038-0000	1422 W. 51st St	20	TRP/PBMR
	20-08-127-037-0000	1424 W. 51st St	20	TRP/PBMR
	20-08-307-031-0000	1222 W. 52nd St	20	TRP/PBMR
	20-08-216-001-0000	5001 S. Aberdeen St	20	TRP/PBMR
	20-08-216-002-0000	5003 S. Aberdeen St	20	TRP/PBMR
	20-08-215-039-0000	5040 S. Aberdeen St	20	TRP/PBMR
	20-08-401-025-0000	5100 S. Aberdeen St	20	TRP/PBMR
	20-08-401-026-0000	5104 S. Aberdeen St	20	TRP/PBMR
	20-08-401-027-0000	5106 S. Aberdeen St	20	TRP/PBMR
	20-08-401-028-0000	5108 S. Aberdeen St	20	TRP/PBMR
	20-08-401-029-0000	5114 S. Aberdeen St	20	TRP/PBMR
	20-08-401-034-0000	5128 S. Aberdeen St	20	TRP/PBMR
	20-08-402-020-0000	5153 S. Aberdeen St	20	TRP/PBMR
	20-08-402-022-0000	5157 S. Aberdeen St	20	TRP/PBMR
	20-08-409-023-0000	5200 S. Aberdeen St	20	TRP/PBMR
	20-08-409-024-0000	5202 S. Aberdeen St	20	TRP/PBMR
	20-08-409-025-0000	5204 S. Aberdeen St	20	TRP/PBMR
	20-08-410-007-0000	5215 S. Aberdeen St	20	TRP/PBMR
	20-08-410-019-0000	5247 S. Aberdeen St	20	TRP/PBMR
	20-08-409-042-0000	5248 S. Aberdeen St	20	TRP/PBMR
	20-08-410-020-0000	5249 S. Aberdeen St	20	TRP/PBMR
	20-08-409-044-0000	5252 S. Aberdeen St	20	TRP/PBMR
	20-08-410-022-0000	5253 S. Aberdeen St	20	TRP/PBMR
	20-08-409-045-0000	5254 S. Aberdeen St	20	TRP/PBMR
	20-08-113-023-0000	4855 S. Ada St	20	TRP/PBMR
	20-08-128-023-0000	5008 S. Ada St	20	TRP/PBMR
	20-08-216-019-0000	5000 S. Carpenter St	20	TRP/PBMR
	20-08-217-001-0000	5003 S. Carpenter St	20	TRP/PBMR

	PIN	Address	Ward	United Power Member Developer
	20-08-217-014-0000	5035 S. Carpenter St	20	TRP/PBMR
	20-08-402-024-0000	5100 S. Carpenter St	20	TRP/PBMR
	20-08-403-028-0000	5100 S. Carpenter St	20	TRP/PBMR
	20-08-403-011-0000	5113 S. Carpenter St	20	TRP/PBMR
	20-08-403-012-0000	5117 S. Carpenter St	20	TRP/PBMR
	20-08-403-017-0000	5129 S. Carpenter St	20	TRP/PBMR
	20-08-403-018-0000	5131 S. Carpenter St	20	TRP/PBMR
	20-08-402-036-0000	5136 S. Carpenter St	20	TRP/PBMR
	20-08-402-037-0000	5138 S. Carpenter St	20	TRP/PBMR
	20-08-403-021-0000	5139 S. Carpenter St	20	TRP/PBMR
	20-08-402-038-0000	5140 S. Carpenter St	20	TRP/PBMR
	20-08-402-039-0000	5144 S. Carpenter St	20	TRP/PBMR
	20-08-403-023-0000	5145 S. Carpenter St	20	TRP/PBMR
	20-08-403-026-0000	5151 S. Carpenter St	20	TRP/PBMR
	20-08-403-027-0000	5153 S. Carpenter St	20	TRP/PBMR
	20-08-402-044-0000	5156 S. Carpenter St	20	TRP/PBMR
	20-08-402-045-0000	5158 S. Carpenter St	20	TRP/PBMR
	20-08-411-003-0000	5205 S. Carpenter St	20	TRP/PBMR
	20-08-411-010-0000	5217 S. Carpenter St	20	TRP/PBMR
	20-08-411-016-0000	5231 S. Carpenter St	20	TRP/PBMR
	20-08-130-028-0000	5024 S. Elizabeth St	20	TRP/PBMR
	20-08-307-012-0000	5123 S. Elizabeth St	20	TRP/PBMR
	20-08-307-014-0000	5129 S. Elizabeth St	20	TRP/PBMR
	20-08-307-018-0000	5137 S. Elizabeth St	20	TRP/PBMR
	20-08-112-025-0000	4859 S. Loomis Blvd	20	TRP/PBMR
	20-08-121-020-0000	4934 S. Loomis Blvd	20	TRP/PBMR
	20-08-121-047-0000	4954 S. Loomis Blvd	20	TRP/PBMR
	20-08-122-011-0000	4959 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-003-0000	5005 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-006-0000	5015 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-029-0000	5120 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-030-0000	5122 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-031-0000	5124 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-033-0000	5128 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-034-0000	5130 S. Loomis Blvd	20	TRP/PBMR
	20-08-303-036-0000	5134 S. Loomis Blvd	20	TRP/PBMR
	20-08-215-007-0000	5017 S. May St	20	TRP/PBMR
	20-08-215-008-0000	5019 S. May St	20	TRP/PBMR
	20-08-214-032-0000	5024 S. May St	20	TRP/PBMR
	20-08-214-033-0000	5026 S. May St	20	TRP/PBMR

	PIN	Address	Ward	United Power Member Developer
	20-08-214-040-0000	5044 S. May St	20	TRP/PBMR
	20-08-214-041-0000	5046 S. May St	20	TRP/PBMR
	20-08-401-001-0000	5101 S. May St	20	TRP/PBMR
	20-08-401-002-0000	5103 S. May St	20	TRP/PBMR
	20-08-400-030-0000	5128 S. May St	20	TRP/PBMR
	20-08-400-039-0000	5152 S. May St	20	TRP/PBMR
	20-08-401-049-0000	5159 S. May St	20	TRP/PBMR
	20-08-408-024-0000	5200 S. May St	20	TRP/PBMR
	20-08-409-001-0000	5201 S. May St	20	TRP/PBMR
	20-08-409-003-0000	5207 S. May St	20	TRP/PBMR
	20-08-408-029-0000	5212 S. May St	20	TRP/PBMR
	20-08-408-030-0000	5214 S. May St	20	TRP/PBMR
	20-08-409-008-0000	5219 S. May St	20	TRP/PBMR
	20-08-408-032-0000	5220 S. May St	20	TRP/PBMR
	20-08-408-043-0000	5248 S. May St	20	TRP/PBMR
	20-08-214-014-0000	5037 S. Racine Ave	20	TRP/PBMR
	20-08-104-044-0000	4758 S. Ada St	20	TRP/PBMR
	20-08-107-017-0000	4721 S. Elzabeth St	20	TRP/PBMR
	20-08-115-014-0000	4831 S. Elizabeth St	20	TRP/PBMR
	20-08-121-024-0000	4944 S. Loomis St	20	TRP/PBMR
	20-08-121-043-0000	1412 W. 50th St	20	TRP/PBMR
	20-08-121-046-0000	4952 S. Loomis St	20	TRP/PBMR
	20-08-122-047-0000	1304 W. 50th St	20	TRP/PBMR
	20-08-123-030-0000	1232 W. 50th St	20	TRP/PBMR
	20-08-123-031-0000	1234 W. 50th St	20	TRP/PBMR
	20-08-129-019-0000	5000 S. Throop St	20	TRP/PBMR
	20-08-129-022-0000	5008 S. Throop St	20	TRP/PBMR
	20-08-129-023-0000	5010 S. Throop St	20	TRP/PBMR
	20-08-129-024-0000	5012 S. Throop St	20	TRP/PBMR
	20-08-129-025-0000	5014 S. Throop St	20	TRP/PBMR
	20-08-129-026-0000	5016 S. Throop St	20	TRP/PBMR
	20-08-129-027-0000	5018 S. Throop St	20	TRP/PBMR
	20-08-129-028-0000	5024 S. Throop St	20	TRP/PBMR
	20-08-129-029-0000	5026 S. Throop St	20	TRP/PBMR
	20-08-130-002-0000	5005 S. Throop St	20	TRP/PBMR
	20-08-130-003-0000	5007 S. Throop St	20	TRP/PBMR
	20-08-130-005-0000	5013 S. Throop St	20	TRP/PBMR
	20-08-130-006-0000	5015 S. Throop St	20	TRP/PBMR
	20-08-130-007-0000	5017 S. Throop St	20	TRP/PBMR
	20-08-130-008-0000	5021 S. Throop St	20	TRP/PBMR

	PIN	Address	Ward	United Power Member Developer
	20-08-130-010-0000	5025 S. Throop St	20	TRP/PBMR
	20-08-130-012-0000	5031 S. Throop St	20	TRP/PBMR
	20-08-130-016-0000	5041 S. Throop St	20	TRP/PBMR
	20-08-130-019-0000	5000 S. Elizabeth St	20	TRP/PBMR
	20-08-130-023-0000	5012 S. Elizabeth St	20	TRP/PBMR
	20-08-130-024-0000	5014 S. Elizabeth St	20	TRP/PBMR
	20-08-130-033-0000	5038 S. Elizabeth St	20	TRP/PBMR
	20-08-128-008-0000	5019 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-011-0000	5027 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-013-0000	5033 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-014-0000	5035 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-016-0000	5039 S. Loomis Blvd	20	TRP/PBMR
	20-08-128-030-0000	5022 S. Ada St	20	TRP/PBMR
	20-08-128-031-0000	5024 S. Ada St	20	TRP/PBMR
	20-08-129-003-0000	5005 S. Ada St	20	TRP/PBMR
	20-08-127-008-0000	5019 S. Bishop St	20	TRP/PBMR
	20-08-216-003-0000	5005 S. Aberdeen St	20	TRP/PBMR
	20-08-216-004-0000	5007 S. Aberdeen St	20	TRP/PBMR
	20-08-216-005-0000	5011 S. Aberdeen St	20	TRP/PBMR
	20-08-216-006-0000	5015 S. Aberdeen St	20	TRP/PBMR
	20-08-215-031-0000	5020 S. Aberdeen St	20	TRP/PBMR
	20-08-216-009-0000	5021 S. Aberdeen St	20	TRP/PBMR
	20-08-216-010-0000	5025 S. Aberdeen St	20	TRP/PBMR
	20-08-216-013-0000	5033 S. Aberdeen St	20	TRP/PBMR
	20-08-215-037-0000	5034 S. Aberdeen St	20	TRP/PBMR
	20-08-216-014-0000	5035 S. Aberdeen St	20	TRP/PBMR
	20-08-216-015-0000	5039 S. Aberdeen St	20	TRP/PBMR
	20-08-215-040-0000	5040 S. Aberdeen St	20	TRP/PBMR
	20-08-216-016-0000	5041 S. Aberdeen St	20	TRP/PBMR
	20-08-215-002-0000	5005 S. May St	20	TRP/PBMR
	20-08-215-003-0000	5007 S. May St	20	TRP/PBMR
	20-08-215-004-0000	5009 S. May St	20	TRP/PBMR
	20-08-214-037-0000	5034 S. May St	20	TRP/PBMR
	20-08-215-015-0000	5035 S. May St	20	TRP/PBMR
	20-08-214-039-0000	5042 S. May St	20	TRP/PBMR
	20-08-127-025-0000	5016 S. Loomis Blvd	20	TRP/PBMR
	20-08-216-024-0000	5012 S. Carpenter St	20	TRP/PBMR
	20-08-216-026-0000	5018 S. Carpenter St	20	TRP/PBMR
	20-08-216-028-0000	5024 S. Carpenter St	20	TRP/PBMR
	20-08-216-030-0000	5028 S. Carpenter St	20	TRP/PBMR

	PIN	Address	Ward	United Power Member Developer
	20-08-217-008-0000	5021 S. Carpenter St	20	TRP/PBMR
	20-08-217-015-0000	5037 S. Carpenter St	20	TRP/PBMR
	20-08-217-017-0000	5043 S. Carpenter St	20	TRP/PBMR
	20-08-410-033-0000	5220 S. Carpenter St	20	TRP/PBMR
	20-08-410-042-0000	5254 S. Carpenter St	20	TRP/PBMR
	20-08-128-016-0000	5039 S. Loomis Blvd	20	TRP/PBMR
	20-08-409-029-0000	5214 S. Aberdeen St	20	TRP/PBMR
	20-08-409-030-0000	5216 S. Aberdeen St	20	TRP/PBMR
	20-08-409-031-0000	5220 S. Aberdeen St	20	TRP/PBMR
	20-08-409-046-0000	5256 S. Aberdeen St	20	TRP/PBMR
	20-08-414-046-0000	5350 S. May St	20	TRP/PBMR
	20-08-414-024-0000	5218 S. Green St	20	TRP/PBMR
	20-08-414-048-0000	5241 S. Green St	20	TRP/PBMR
	20-08-413-016-0000	5241 S. Sangamon St	20	TRP/PBMR
	20-08-127-008-0000	5019 S. Bishop St	20	TRP/PBMR
	20-15-304-012-0000	5949 S. Prairie Ave	20	SGM[2]
	20-15-304-016-0000	5957 S. Prairie Ave	20	SGM
	20-15-304-017-0000	5959 S. Prairie Ave	20	SGM
	20-15-304-020-0000	314 E 60th St	20	SGM
	20-15-304-023-0000	5908 S. Calumet Ave	20	SGM
	20-15-304-024-0000	5913 S. Calumet Ave	20	SGM
	20-15-304-025-0000	5915 S. Calumet Ave	20	SGM
	20-15-304-029-0000	5928 S. Calumet Ave	20	SGM
	20-15-304-030-0000	5925 S. Calumet Ave	20	SGM
	20-15-305-004-0000	5905 S. Calumet Ave	20	SGM
	20-15-305-006-0000	5915 S. Calumet Ave	20	SGM
	20-15-310-001-0000	6005 E 60th St	20	SGM
	20-15-310-002-0000	6009 E 60th St	20	SGM
	20-15-310-004-0000	6015 E 60th St	20	SGM
	20-15-310-005-0000	6019 E 60th St	20	SGM
	20-15-310-006-0000	6021 E 60th St	20	SGM
	20-15-310-018-0000	6061 E 60th St	20	SGM
	20-15-310-019-0000	6012 E 60th St	20	SGM
	20-15-311-011-0000	344 E 61st St	20	SGM
	20-15-317-001-0000	6109 S. Calumet Ave	20	SGM
	20-15-317-002-0000	6119 S. Calumet Ave	20	SGM
	20-15-317-031-0000	363 E 61st St	20	SGM
	20-15-401-010-0000	6031 S. Martin Luther King Dr	20	SGM

[2] Sunshine Gospel Ministries

	PIN	Address	Ward	United Power Member Developer
	20-15-401-011-0000	6035 S. Martin Luther King Dr	20	SGM
	20-15-401-024-0000	6040 S. Vernon Ave	20	SGM
	20-15-401-025-0000	6042 S. Vernon Ave	20	SGM
	20-15-402-006-0000	6029 S. Vernon Ave	20	SGM
	20-15-402-013-0000	434 E 61st St	20	SGM
	20-15-403-017-0000	6041 S. Eberhart Ave	20	SGM
	20-15-403-026-0000	6034 S. Rhodes Ave	20	SGM
	20-15-404-006-0000	6000 S. Saint Lawrence Ave	20	SGM
	20-15-404-007-0000	6017 S. Rhodes Ave	20	SGM
	20-15-404-008-0000	6021 S. Rhodes Ave	20	SGM
	20-15-404-022-0000	6026 S. Saint Lawrence Ave	20	SGM
	20-15-404-032-0000	6048 S. Saint Lawrence Ave	20	SGM
	20-15-405-024-0000	6042 S. Champlain Ave	20	SGM
	20-15-405-029-0000	618 E 61st St	20	SGM
	20-15-406-007-0000	6045 S. Champlain Ave	20	SGM
	20-15-408-008-0000	6141 S. Martin Luther King Dr	20	SGM
	20-15-408-022-0000	6142 S. Vernon Ave	20	SGM
	20-15-411-018-0000	6159 S. Rhodes Ave	20	SGM
	20-15-412-001-0000	601 E 61st St	20	SGM
	20-15-413-019-0000	6110 S. Langley Ave	20	SGM
	20-15-414-026-0000	6130 S. Evans Ave	20	SGM
	20-15-416-024-0000	410 S. Vernon Ave	20	SGM
	20-15-416-025-0000	402 S. Vernon Ave	20	SGM
	20-15-416-026-0000	6246 S. Vernon Ave	20	SGM
	20-15-417-001-0000	6201 S. Vernon Ave	20	SGM
	20-15-418-033-0000	512 E 63rd St	20	SGM
	20-15-419-027-0000	6249 S. Rhodes Ave	20	SGM
	20-15-419-028-0000	528 S. Rhodes Ave	20	SGM
	20-15-419-029-0000	544 S. Rhodes Ave	20	SGM
	20-15-420-001-0000	601 E 62nd St	20	SGM
	20-15-404-026-0000	6033 S. St Lawrence	20	SGM
	20-15-406-003-0000	6029 S. Champlain	20	SGM
	16-14-422-008-0000	3533 W. Fillmore St	24	IFF
	16-14-422-009-0000	3531 W. Fillmore St	24	IFF
	16-14-422-010-0000	3519 W. Fillmore St	24	IFF
	16-14-419-002-0000	3442 W. Fillmore St	24	IFF
	16-14-419-001-0000	3400 W. Fillmore St	24	IFF
	16-14-420-001-0000	3300 W. Fillmore St	24	IFF
	16-14-421-013-0000	3214 W. Fillmore St	24	IFF
	16-14-423-011-0000	3438 W. Grenshaw St	24	IFF

	PIN	Address	Ward	United Power Member Developer
	16-14-423-010-0000	3440 W. Grenshaw St	24	IFF
	16-14-422-027-0000	1120 S. Saint Louis Ave	24	IFF
	16-14-422-023-0000	3512 W. Grenshaw St	24	IFF
	16-14-422-021-0000	3518 W. Grenshaw St	24	IFF
	16-14-422-019-0000	3526 W. Grenshaw St	24	IFF
	16-14-422-018-0000	3530 W. Grenshaw St	24	IFF
	16-14-422-017-0000	3534 W. Grenshaw St	24	IFF
	16-14-422-015-0000	3542 W. Grenshaw St	24	IFF
	16-14-410-017-0000	3350 W. Polk St	24	IFF
	16-14-410-036-0000	3356 W. Polk St	24	IFF
	16-14-410-037-0000	3354 W. Polk St	24	IFF
	16-14-410-038-0000	3352 W. Polk St	24	IFF
	16-23-202-015-0000	3517 W. 12th Pl	24	LCDC[3]
	16-23-202-013-0000	3521 W. 12th Pl	24	LCDC
	16-23-210-012-0000	3353 W. 13th St	24	LCDC
	16-24-105-020-0000	3140 West 15th Pl	24	LCDC
	16-24-105-021-0000	3136 West 15th Pl	24	LCDC
	16-24-105-022-0000	3134 West 15th Pl	24	LCDC
	16-24-104-011-0000	3148 West 15th St	24	LCDC
	16-24-104-012-0000	3146 West 15th St	24	LCDC
	16-24-104-013-0000	3144 West 15th St	24	LCDC
	16-24-104-014-0000	3142 West 15th St	24	LCDC
	16-24-104-015-0000	3138 West 15th St	24	LCDC
	16-24-104-019-0000	3122 West 15th St	24	LCDC
	16-24-106-021-0000	3146 West 16th St	24	LCDC
	16-24-106-030-0000	3122 West 16th St	24	LCDC
	16-24-301-059-0000	3150 West 19th St	24	LCDC
	16-23-411-008-0000	3356 W. 19th St	24	LCDC
	16-24-101-039-0000	1248 S. Albany Ave	24	LCDC
	16-24-105-029-0000	1502 S. Albany Ave	24	LCDC
	16-24-105-037-0000	1520 S. Albany Ave	24	LCDC
	16-24-304-034-0000	2016 S. Albany Ave	24	LCDC
	16-24-311-012-0000	2116 S. Albany Ave	24	LCDC
	16-24-311-013-0000	2118 S. Albany Ave	24	LCDC
	16-24-311-018-0000	2130 S. Albany Ave	24	LCDC
	16-23-303-003-0000	1607 S. Avers Ave	24	LCDC
	16-23-320-019-0000	1957 S. Avers Ave	24	LCDC
	16-23-117-007-0000	1421 S. Avers Ave	24	LCDC

[3] Lawndale Christian Development Corporation

	PIN	Address	Ward	United Power Member Developer
	16-23-117-008-0000	1423 S. Avers Ave	24	LCDC
	16-23-117-020-0000	1459 S. Avers Ave	24	LCDC
	16-23-311-002-0000	1807 S. Avers Ave	24	LCDC
	16-23-311-021-0000	1853 S. Avers Ave	24	LCDC
	16-23-315-061-0000	1808 S. Central Park Ave	24	LCDC
	16-23-400-027-0000	1809 S. Central Park Ave	24	LCDC
	16-23-400-037-0000	1837 S. Central Park Ave	24	LCDC
	16-23-400-038-0000	1841 S. Central Park Ave	24	LCDC
	16-23-400-040-0000	1845 S. Central Park Ave	24	LCDC
	16-23-400-041-0000	1849 S. Central Park Ave	24	LCDC
	16-14-426-002-0000	1137 S. Central Park Ave	24	LCDC
	16-23-106-035-0000	1236 S. Central Park Ave	24	LCDC
	16-23-106-038-0000	1244 S. Central Park Ave	24	LCDC
	16-23-202-004-0000	1253 S. Central Park Ave	24	LCDC
	16-23-208-003-0000	1323 S. Central Park Ave	24	LCDC
	16-23-129-021-0000	1500 S. Central Park Ave	24	LCDC
	16-23-204-029-0000	1230 S. Christiana Ave	24	LCDC
	16-23-227-008-0000	1521 S. Christiana Ave	24	LCDC
	16-23-404-038-0000	1630 S. Christiana Ave	24	LCDC
	16-23-404-039-0000	1632 S. Christiana Ave	24	LCDC
	16-23-405-005-0000	1643 S. Christiana Ave	24	LCDC
	16-23-404-030-0000	1608 S. Christiana Ave	24	LCDC
	16-23-419-021-0000	1906 S. Christiana Ave	24	LCDC
	16-23-419-022-0000	1908 S. Christiana Ave	24	LCDC
	16-23-400-079-0000	1830 S. Drake Ave	24	LCDC
	16-23-400-080-0000	1832 S. Drake Ave	24	LCDC
	16-23-400-082-0000	1836 S. Drake Ave	24	LCDC
	16-23-408-017-0000	1847 S. Drake Ave	24	LCDC
	16-23-214-021-0000	1426 S. Drake Ave	24	LCDC
	16-23-214-022-0000	1428 S. Drake Ave	24	LCDC
	16-23-215-009-0000	1431 S. Drake Ave	24	LCDC
	16-23-214-023-0000	1432 S. Drake Ave	24	LCDC
	16-23-214-024-0000	1434 S. Drake Ave	24	LCDC
	16-23-215-015-0000	1437 S. Drake Ave	24	LCDC
	16-23-214-025-0000	1438 S. Drake Ave	24	LCDC
	16-23-214-026-0000	1440 S. Drake Ave	24	LCDC
	16-23-215-016-0000	1441 S. Drake Ave	24	LCDC
	16-23-214-027-0000	1442 S. Drake Ave	24	LCDC
	16-23-215-018-0000	1445 S. Drake Ave	24	LCDC
	16-23-215-019-0000	1449 S. Drake Ave	24	LCDC

	PIN	Address	Ward	United Power Member Developer
	16-23-223-001-0000	1501 S. Drake Ave	24	LCDC
	16-23-223-002-0000	1503 S. Drake Ave	24	LCDC
	16-23-223-003-0000	1505 S. Drake Ave	24	LCDC
	16-14-422-023-0000	3512 W. Grenshaw St	24	LCDC
	16-14-422-021-0000	3518 W. Grenshaw St	24	LCDC
	16-14-422-019-0000	3526 W. Grenshaw St	24	LCDC
	16-14-426-011-0000	3527 W. Grenshaw St	24	LCDC
	16-14-422-018-0000	3530 W. Grenshaw St	24	LCDC
	16-14-422-017-0000	3534 W. Grenshaw St	24	LCDC
	16-14-422-015-0000	3542 W. Grenshaw St	24	LCDC
	16-14-426-005-0000	3545 W. Grenshaw St	24	LCDC
	16-23-117-035-0000	1446 S. Hamlin Ave	24	LCDC
	16-23-118-012-0000	1459 S. Hamlin Ave	24	LCDC
	16-23-304-004-0000	1613 S. Hamlin Ave	24	LCDC
	16-23-303-031-0000	1618 S. Hamlin Ave	24	LCDC
	16-23-304-006-0000	1619 S. Hamlin Ave	24	LCDC
	16-23-303-033-0000	1626 S. Hamlin Ave	24	LCDC
	16-23-303-045-0000	1658 S. Hamlin Ave	24	LCDC
	16-23-311-043-0000	1848 S. Hamlin Ave	24	LCDC
	16-23-311-046-0000	1858 S. Hamlin Ave	24	LCDC
	16-23-226-014-0000	1539 S. Homan Ave	24	LCDC
	16-23-226-017-0000	1547 S. Homan Ave	24	LCDC
	16-23-226-018-0000	1549 S. Homan Ave	24	LCDC
	16-23-418-047-0000	1934 S. Homan Ave	24	LCDC
	16-23-419-015-0000	1941 S. Homan Ave	24	LCDC
	16-23-419-016-0000	1949 S. Homan Ave	24	LCDC
	16-23-418-052-0000	1950 S. Homan Ave	24	LCDC
	16-23-418-053-0000	1952 S. Homan Ave	24	LCDC
	16-23-425-011-0000	2127 S. Homan Ave	24	LCDC
	16-23-425-017-0000	2143 S. Homan Ave	24	LCDC
	16-23-404-008-0000	1621 S. Homan Ave	24	LCDC
	16-23-226-004-0000	1311 S. Homan Ave	24	LCDC
	16-23-209-019-0000	1324 S. Homan Ave	24	LCDC
	16-23-217-022-0000	1438 S. Homan Ave	24	LCDC
	16-23-225-021-0000	1500 S. Homan Ave	24	LCDC
	16-23-226-001-0000	1503 S. Homan Ave	24	LCDC
	16-23-403-027-0000	1612 S. Homan Ave	24	LCDC
	16-23-403-028-0000	1618 S. Homan Ave	24	LCDC
	16-23-404-027-0000	1801 S. Homan Ave	24	LCDC
	16-23-213-015-0000	1312 S. Kedzie Ave	24	LCDC

	PIN	Address	Ward	United Power Member Developer
	16-23-221-026-0000	1430 S. Kedzie Ave	24	LCDC
	16-23-221-027-0000	1432 S. Kedzie Ave	24	LCDC
	16-23-221-028-0000	1434 S. Kedzie Ave	24	LCDC
	16-23-221-029-0000	1438 S. Kedzie Ave	24	LCDC
	16-23-229-029-0000	1530 S. Kedzie Ave	24	LCDC
	16-23-422-022-0000	1902 S. Kedzie Ave	24	LCDC
	16-23-422-023-0000	1902 S. Kedzie Ave	24	LCDC
	16-23-422-024-0000	1906 S. Kedzie Ave	24	LCDC
	16-23-422-025-0000	1908 S. Kedzie Ave	24	LCDC
	16-23-422-036-0000	1950 S. Kedzie Ave	24	LCDC
	16-24-100-011-0000	1219 S. Kedzie Ave	24	LCDC
	16-24-100-020-0000	1243 S. Kedzie Ave	24	LCDC
	16-24-102-005-0000	1311 S. Kedzie Ave	24	LCDC
	16-24-102-006-0000	1313 S. Kedzie Ave	24	LCDC
	16-24-102-007-0000	1315 S. Kedzie Ave	24	LCDC
	16-24-102-008-0000	1319 S. Kedzie Ave	24	LCDC
	16-24-102-009-0000	1321 S. Kedzie Ave	24	LCDC
	16-24-104-010-0000	1433 S. Kedzie Ave	24	LCDC
	16-24-106-003-0000	1549 S. Kedzie Ave	24	LCDC
	16-24-301-057-0000	1875 S. Kedzie Ave	24	LCDC
	16-24-303-013-0000	1933 S. Kedzie Ave	24	LCDC
	16-24-303-014-0000	1935 S. Kedzie Ave	24	LCDC
	16-24-303-020-0000	1957 S. Kedzie Ave	24	LCDC
	16-23-128-002-0000	1507 S. Lawndale Ave	24	LCDC
	16-23-128-002-0000	1507 S. Lawndale Ave	24	LCDC
	16-23-128-014-0000/	1539 S. Lawndale Ave	24	LCDC
	16-23-128-015-0000	1543 S. Lawndale Ave	24	LCDC
	16-23-128-016-0000	1545 S. Lawndale Ave	24	LCDC
	16-23-305-025-0000	1612 S. Lawndale Ave	24	LCDC
	16-23-306-008-0000	1623 S. Lawndale Ave	24	LCDC
	16-23-306-012-0000	1641 S. Lawndale Ave	24	LCDC
	16-23-306-015-0000	1649 S. Lawndale Ave	24	LCDC
	16-23-314-025-0000	1901 S. Lawndale Ave	24	LCDC
	16-23-105-034-0000	1246 S. Millard Ave	24	LCDC
	16-23-106-022-0000	1247 S. Millard Ave	24	LCDC
	16-23-113-001-0000	1303 S. Millard Ave	24	LCDC
	16-23-121-020-0000	1423 S. Millard Ave	24	LCDC
	16-23-120-027-0000	1446 S. Millard Ave	24	LCDC
	16-23-121-018-0000	1447 S. Millard Ave	24	LCDC
	16-23-128-017-0000	1504 S. Millard Ave	24	LCDC

	PIN	Address	Ward	United Power Member Developer
	16-23-129-004-0000	1511 S. Millard Ave	24	LCDC
	16-23-128-031-0000	1542 S. Millard Ave	24	LCDC
	16-23-315-012-0000	1835 S. Millard Ave	24	LCDC
	16-23-314-057-0000	1854 S. Millard Ave	24	LCDC
	16-23-326-021-0000	2134 S. Millard Ave	24	LCDC
	16-23-313-004-0000	1811 S. Ridgeway Ave	24	LCDC
	16-23-312-033-0000	1816 S. Ridgeway Ave	24	LCDC
	16-23-312-035-0000	1822 S. Ridgeway Ave	24	LCDC
	16-23-312-037-0000	1828 S. Ridgeway Ave	24	LCDC
	16-23-126-030-0000	1544 S. Ridgeway Ave	24	LCDC
	16-23-126-032-0000	1550 S. Ridgeway Ave	24	LCDC
	16-23-304-027-0000	1618 S. Ridgeway Ave	24	LCDC
	16-23-305-008-0000	1621 S. Ridgeway Ave	24	LCDC
	16-23-305-010-0000	1627 S. Ridgeway Ave	24	LCDC
	16-23-305-016-0000	1645 S. Ridgeway Ave	24	LCDC
	16-23-304-033-0000	1636 S. Ridgeway Ave	24	LCDC
	16-23-304-034-0000	1638 S. Ridgeway Ave	24	LCDC
	16-23-305-017-0000	1649 S. Ridgeway Ave	24	LCDC
	16-23-305-021-0000	1659 S. Ridgeway Ave	24	LCDC
	16-23-312-051-0000	1864-62 S. Ridgeway Ave	24	LCDC
	16-23-312-044-0000	1844 S. Ridgeway Ave	24	LCDC
	16-23-312-042-0000	1840 S. Ridgeway Ave	24	LCDC
	16-23-313-001-0000	1801 S. Ridgeway Ave	24	LCDC
	16-23-313-004-0000	1811 Ridgeway Ave	24	LCDC
	16-23-313-005-0000	1813 Ridgeway Ave	24	LCDC
	16-23-312-041-0000	1832 S. Ridgeway Ave	24	LCDC
	16-23-321-031-0000	1930 S. Ridgeway Ave	24	LCDC
	16-23-201-018-0000	1231 S. Saint Louis Ave	24	LCDC
	16-23-215-028-0000	1442 S. Saint Louis Ave	24	LCDC
	16-23-215-029-0000	1444 S. Saint Louis Ave	24	LCDC
	16-23-216-014-0000	1445 S. Saint Louis Ave	24	LCDC
	16-23-216-015-0000	1447 S. Saint Louis Ave	24	LCDC
	16-23-402-017-0000	1647 S. Saint Louis Ave	24	LCDC
	16-23-417-016-0000	1949 S. Saint Louis Ave	24	LCDC
	16-14-422-027-0000	1120 S. Saint Louis Ave	24	LCDC
	16-23-216-013-0000	1443 S. Saint Louis Ave	24	LCDC
	16-23-213-003-0000	1311 S. Sawyer Ave	24	LCDC
	16-23-220-027-0000	1444 S. Sawyer Ave	24	LCDC
	16-23-220-028-0000	1440 S. Sawyer Ave	24	LCDC
	16-23-221-009-0000	1421 S. Sawyer Ave	24	LCDC

	PIN	Address	Ward	United Power Member Developer
	16-23-221-010-0000	1425 S. Sawyer Ave	24	LCDC
	16-23-221-015-0000	1437 S. Sawyer Ave	24	LCDC
	16-23-221-016-0000	1435 S. Sawyer Ave	24	LCDC
	16-23-221-019-0000	1447 S. Sawyer Ave	24	LCDC
	16-23-228-034-0000	1532 S. Sawyer Ave	24	LCDC
	16-23-229-001-0000	1503 S. Sawyer Ave	24	LCDC
	16-23-229-003-0000	1509 S. Sawyer Ave	24	LCDC
	16-23-229-022-0000	1559 S. Sawyer Ave	24	LCDC
	16-23-406-018-0000	1604 S. Sawyer Ave	24	LCDC
	16-23-406-019-0000	1608 S. Sawyer Ave	24	LCDC
	16-23-406-023-0000	1620 S. Sawyer Ave	24	LCDC
	16-23-407-001-0000	1601 S. Sawyer Ave	24	LCDC
	16-23-413-033-0000	1832 S. Sawyer Ave	24	LCDC
	16-23-414-012-0000	1825 S. Sawyer Ave	24	LCDC
	16-23-414-014-0000	1829 S. Sawyer Ave	24	LCDC
	16-23-421-021-0000	1900 S. Sawyer Ave	24	LCDC
	16-23-422-012-0000	1931 S. Sawyer Ave	24	LCDC
	16-24-102-024-0000	1316 S. Troy St	24	LCDC
	16-24-102-025-0000	1320 S. Troy St	24	LCDC
	16-24-103-002-0000	1303 S. Troy St	24	LCDC
	16-24-103-003-0000	1307 S. Troy St	24	LCDC

Exhibit "B".

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 Planning And Development.

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. B-boxes, meters and remote readouts are not waived and need to be purchased.

NEGOTIATED SALE OF VARIOUS CITY-OWNED PROPERTIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which were referred ordinances introduced by the Department of Planning and Development for first negotiated sale of City-owned properties at:

8340 South Halsted Street to adjacent property owner, Griffin Burress Holdings LLC (doing business as Ivory Dental) for development as parking lot (17th Ward) (O2024-0008914), 642 North Lockwood Avenue to Myrtle Malone (37th Ward) (O2024-0008955) and 1314 -- 1316 South Pulaski Road to "Work of His Hands" Ministries, adjacent church property owner for development as parking lot (24th Ward) (O2024-0008965), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinances transmitted herewith.

The 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following are said ordinances as passed:

8340 S. Halsted St.

[O2024-0008914]

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 is the owner of the vacant land located at 8340 South Halsted Street, Chicago, Illinois 60620, which is located in the Auburn Gresham Community Area and is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, The market value of the City Land based on a market valuation dated February 10, 2024 is $8,437.00 ("Market Value"); and

WHEREAS, Griffin Burress Holdings LLC, an Illinois limited liability company ("Grantee"), owns and operates the adjacent Ivory Dental office at 8344 South Halsted Street and has offered to purchase the City Land from the City; and

WHEREAS, Grantee intends to develop the City Land as a parking lot to serve the adjacent business; and

WHEREAS, At the City's request, Grantee conducted an environmental Phase I and II site investigation of the City Land and incurred $4,550.00 in costs for the Phase II investigation; and

WHEREAS, On March 13, 2023, the Department of Assets, Information and Services, now known as the Department of Fleet and Facility Management, determined that no further investigation or environmental corrective action was required; and

WHEREAS, The City has agreed to credit Grantee's costs for the Phase II environmental investigation against the Market Value of the City Land, resulting in a purchase price of $3,887.00 (the "Purchase Price"); and

WHEREAS, By Resolution Number 24-006-21 adopted on February 15, 2024, the Chicago Plan Commission approved the disposition of the City Land; and

WHEREAS, Public notices advertising the Department of Planning and Development's (the "Department") intent to enter into a negotiated sale of the City Land with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on August 14, 21 and 28, 2023; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; 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 City Council hereby approves the sale of the City Land to Grantee in its "as is" condition for the Purchase Price.

SECTION 3. 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 City Land to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit B.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance. 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 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 or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of City Land (subject to final survey and title commitment):

Lot 17 in Block 2 in Hill's Subdivision of the north 19 acres of the east half of the southeast quarter of Section 32, Township 38 North, Range 14 and all that part of the north 19 acres of the west half of the southwest quarter of Section 33, Township 39 North, lying west of the C.R.I. & P.R.R., East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8340 South Halsted Street
Chicago, Illinois 60620.

Permanent Index Number:

20-32-407-033-0000.

Exhibit "B".
(To Ordinance)

Quitclaim Deed And Use Restriction.

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or

"Grantor"), for and in consideration of Three Thousand Eight Hundred Eighty-seven and no/100 Dollars ($3,887.00), conveys and quitclaims all interest in the real property legally described and identified on (Sub)Exhibit 1 attached hereto (including any improvements located thereon, the "Property"), pursuant to an ordinance adopted by the City Council of the City on _____, 202__, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Griffin Burress Holdings LLC, an Illinois limited liability company ("Grantee"), which has a business address of 8344 South Halsted Street, Chicago, Illinois 60620.

This conveyance is expressly subject to the following covenants, restrictions, and conditions, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Build Parking Lot. Grantee shall construct a surface parking lot on the Property in accordance with the general layout and landscaping depicted on (Sub)Exhibit 2 attached hereto (the "Site Plan") within twelve (12) months of the date of this deed ("Deed"), provided that any plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. No material deviation to the Site Plan is permitted without written approval from the Department of Planning and Development. The parking lot shall also meet the parking requirements of Chapter 17-10 of the Chicago Zoning Ordinance and the Guide to the Chicago Landscape Ordinance. If these conditions are not met, the City may re-enter the Property and revest title in the City. Grantee covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter in favor of the City shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City.

2. "As Is" Sale. Grantee acknowledges that Grantee has had an opportunity to inspect the Property and has relied solely upon its own inspection and other due diligence activities in deciding to acquire the Property, and not upon any information provided by or on behalf of the City or its agents with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition as of the date of this Deed without any covenant, representation, or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property, its compliance with any laws, or the suitability or merchantability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3. Release Of City. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee 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, damages, obligations, claims, actions, suits, demands, liabilities, judgments, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (collectively, "Losses"), which Grantee 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 date of this Deed, 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 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 the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 USC § 6901, et seq. ("RCRA"); 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"). Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

4. Affordable Housing. Grantee acknowledges that the sale of City-owned land triggers Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that if Grantee subsequently develops the Property with a residential project, such project may be subject to the requirements of the Affordable Requirements Ordinance.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 202___.

Attest:

By: _____
Anna M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's 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 hand and notarial seal on _____, 202_.

_____
Notary Public

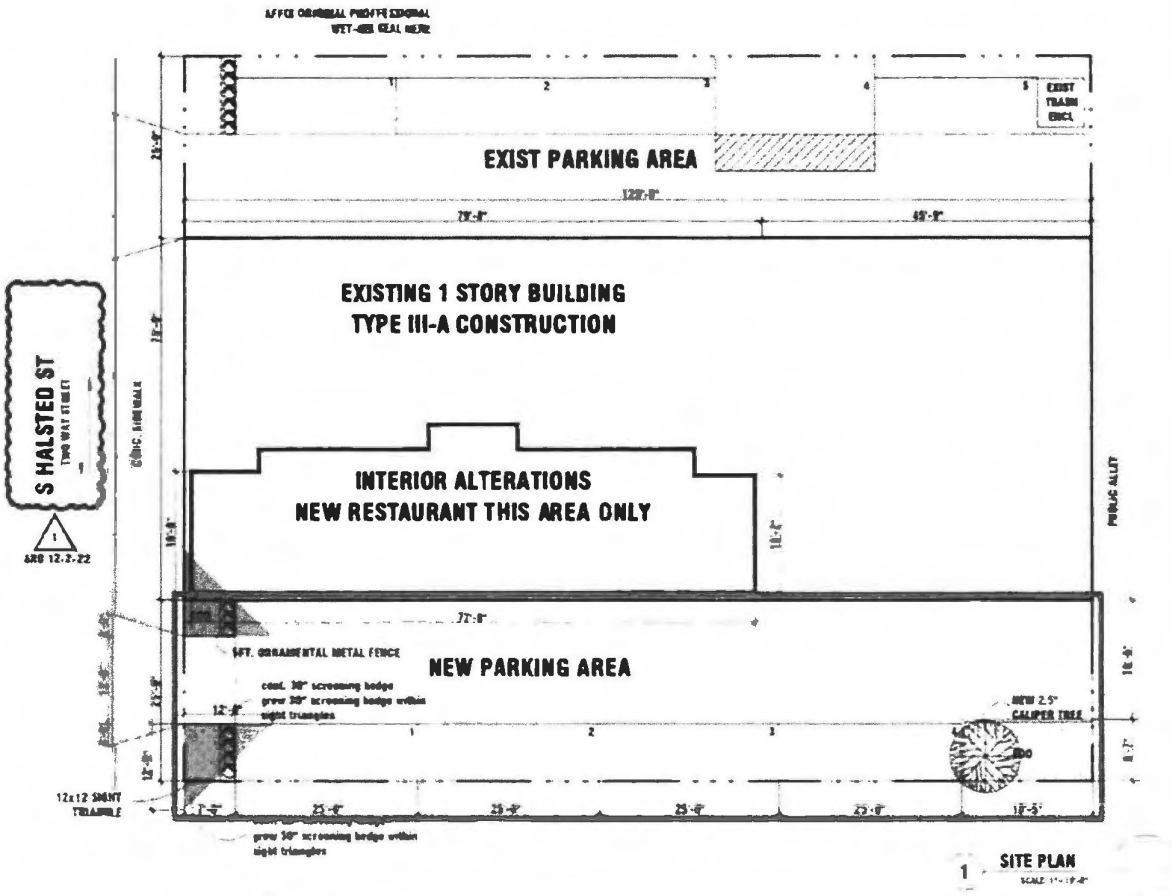
This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

[(Sub)Exhibit 1 referred to in this Quitclaim Deed and Use Restriction constitutes Exhibit "A" to ordinance and printed on page 11885 of this *Journal*.]

[(Sub)Exhibit 2 referred to in this Quitclaim Deed and Use Restriction printed on page 11889 of this *Journal*.]

(Sub)Exhibit 2.
(To Quitclaim Deed)

Site Plan.



642 N. Lockwood Ave.

[O2024-0008955]

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 is the owner of the vacant parcel of property located at 642 North Lockwood Avenue, Chicago, Illinois 60644, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Mrytle Malone (the "Grantee"), who has a principal residence of 636 North Lockwood Avenue, Chicago, Illinois 60644, has offered to purchase the Property from the City for the sum of Twelve Thousand and no/100 Dollars ($12,000.00) (the "Purchase Price"), such amount being the appraised fair market value of the Property, to improve with landscaped open space; and

WHEREAS, By Resolution Number 24-009-21 adopted on Feb 15, 2024, the Chicago Plan Commission approved the disposition of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on December 13 and December 20, 2021; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; 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 City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed ("Deed") conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance of the Property 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 Grantee or its agents. In addition, the Deed shall include the following conditions and covenants, in substantially the form set forth below, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's successors and assigns:

1. Covenant To Improve Property. Grantee shall improve the Property with landscaped open space within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. If this condition is not met, the City may re-enter the Property and revest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter in favor of the City shall terminate upon the completion of the landscaped open space, which may be evidenced by the issuance of a certificate of completion, release or similar instrument by the City at Grantee's request.

2. "As Is" Sale. Grantee acknowledges that Grantee has had an opportunity to inspect the Property and has relied solely upon its own inspection and other due diligence activities in deciding to acquire the Property, and not upon any information provided by or on behalf of the City or its agents with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition as of the date of this Deed without any covenant, representation, or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property, its compliance with any laws, or the suitability or merchantability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3. Release Of City. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee 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, damages, obligations, claims, actions, suits, demands, liabilities, judgments, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (collectively, "Losses"), which Grantee 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 date of this Deed, 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 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 the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 USC § 6901, et seq. ("RCRA"); 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"). Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

4. Affordable Housing. Grantee acknowledges that the sale of City-owned land triggers Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance" or the "ARO"), and therefore, that a future residential project on the Property may be subject to the requirements of the ARO.

SECTION 4. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description Of The Property (subject to title commitment and survey):

Lot 7 in Block 4 in William S. Walker's Subdivision of the west half of the northeast quarter of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Address:

642 North Lockwood Avenue
Chicago, Illinois 60644.

Permanent Index Number:

16-09-111-028-0000.

1314 -- 1316 S. Pulaski Rd.

[O2024-0008965]

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, Pursuant to ordinances adopted by the City Council of the City ("City Council") on May 17, 2000 and published at pages 30776 through 30953 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, the City Council: (i) approved a certain redevelopment plan and project ("Original Redevelopment Plan") for the Midwest Redevelopment Project Area (the "Original Redevelopment Area") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); (ii) designated the Original Redevelopment Area as a conservation area pursuant to the Act; and (iii) adopted tax increment allocation financing pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act); and

WHEREAS, By ordinance adopted on May 9, 2012 and published in the *Journal* for such date at pages 25884 through 26069, the City Council amended the Original Redevelopment Plan to increase project costs (as amended, the "Redevelopment Plan"); and

WHEREAS, By ordinance adopted on December 9, 2015 and published in the *Journal* for such date at pages 14769 through 15117, the City Council amended the Original Redevelopment Area to expand its boundaries (as amended, the "Redevelopment Area"); and

WHEREAS, The City is the owner of the vacant land located at 1314 -- 1316 South Pulaski Road, Chicago, Illinois 60623, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Redevelopment Area and is comprised of approximately 6,226 square feet; and

WHEREAS, "Work of His Hands" Ministries, an Illinois not-for-profit corporation ("Grantee"), owns the real property located adjacent to the Property at 1318 South Pulaski Road, which is improved with a church building (the "Adjacent Church Property"); and

WHEREAS, Grantee has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for $25,000 (the "Purchase Price") to construct a parking lot to serve the Adjacent Church Property in accordance with the site plan attached hereto as Exhibit B (the "Project"); and

WHEREAS, The Purchase Price represents the market valuation of the Property as of October 10, 2023; and

WHEREAS, The Project is consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, Grantee obtained a Phase I Environmental Site Assessment (the "Phase I ESA") in May 2022, which identified recognized environmental conditions ("RECs") on the Property and adjacent parcels; and

WHEREAS, Grantee obtained a Phase II Environmental Site Assessment of the Property prepared by Gabriel Environmental Services dated April 7, 2023 (the "Phase II ESA"), which disclosed the presence of a 1,000-gallon underground storage tank ("UST") on the Property; and

WHEREAS, An analysis of soil and groundwater samples collected on the Property identified contamination above residential and commercial/industrial remediation objectives, as well as remediation objectives for construction worker inhalation and migration to groundwater; and

WHEREAS, Given the evidence of contamination, the City will convey the Property to Grantee subject to a use restriction, prohibiting the use of the Property for anything other than a parking lot without the prior approval of the City and compliance with all City requirements, which may include enrolling the Property in the Illinois Environmental Protection Agency's Site Remediation Program; and

WHEREAS, By Resolution Number 24-002-21 adopted on January 18, 2024, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 24-CDC-03 adopted on March 5, 2024, the Community Development Commission authorized DPD to advertise its intent to negotiate a sale of the Property with Grantee and to request alternative proposals for redevelopment, and recommended the sale of the Property to Grantee if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if the Department determined in its sole discretion that it was in the best interest of the City to proceed with Grantee's proposal; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on October 20, October 27 and November 3, 2023; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; 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 City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Grantee must submit to the Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management (the "EHS Bureau") a Phase I ESA (or update) for the Property dated no more than 180 days prior to the closing date, and a reliance letter authorizing the City to use and rely on any existing environmental site assessment reports for the Property;

(b) Grantee must submit to the EHS Bureau, and the EHS Bureau must approve, the final site plan for the Project; and

(c) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department.

If Grantee fails to close on the acquisition of the Property within six (6) months of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department (the "Commissioner"), in the Commissioner's sole discretion, upon a request from Grantee, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed ("Deed") conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to a business entity of which Grantee is the sole controlling party or which is comprised of the same principal parties, in substantially the form attached hereto as Exhibit C.

SECTION 4. The Commissioner, or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance. 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 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 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 in full force and effect immediately upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 11904 of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description Of The Property (subject to final survey and title commitment):

Lots 6 and 7 in Block 8 in William A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1314 -- 1316 South Pulaski Road
Chicago, Illinois 60623.

Permanent Index Numbers:

16-22-215-025-0000; and

16-22-215-026-0000.

Exhibit "C".
(To Ordinance)

Quitclaim Deed.

Vacant Land -- Negotiated Sale For Parking Lot.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of Twenty-five Thousand and no/100 Dollars ($25,000.00), conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property"), pursuant to an ordinance (the "Project Ordinance") adopted by the City Council of the City ("City Council") on _____, 2024, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Work Of His Hands Ministries, an Illinois not-for-profit corporation ("Grantee"), having a principal business address of 1318 South Pulaski Road, Chicago, Illinois 60623.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property, and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Build Parking Lot. Grantee shall construct a surface parking lot on the Property in accordance with the general layout and landscaping depicted on (Sub)Exhibit A attached hereto (the "Parking Lot Site Plan") and the environmental requirements set forth in Section 2 of this deed within twelve (12) months of the date of the Project Ordinance, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices. No material deviation from the Parking Lot Site Plan is permitted without written approval from the Department of Planning and Development (the "Department"). The parking lot shall meet the parking requirements of Chapter 17-10 of the Chicago Zoning Ordinance and the Guide to the Chicago Landscape Ordinance. If these conditions are not met, the City will provide notice to Grantee of such deficiency and Grantee will have the opportunity to cure. If a cure is not diligently pursued to completion by Grantee, the City may record a notice of default against the Property 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 and revest title to the Property in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. Upon completion of the parking lot, Grantee shall submit a written request to the Department for a certificate of completion. If the Department determines that Grantee has completed the parking lot in accordance with this Deed, the Department shall provide Grantee with the certificate of completion. The certificate shall be in recordable form and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this section. Prior to the City's issuance of the certificate of completion, Grantee may not, without the prior written consent of the City: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property; or (b) engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the acquisition and construction financing for the Project.

2. Parking Lot Use Restriction. Grantee acknowledges and agrees that the City is conveying the Property for use as a parking lot only, and that no other use is permitted without the City's prior review and written approval. If Grantee wishes to develop the Property for any other use or if Grantee wishes to remove or substantially alter any portion of the paved surface parking lot or landscaped areas (collectively, "Redevelopment Activities"), then Grantee must notify the Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management (together with any successor bureau or department, the "EHS Bureau") prior to commencing construction and take all steps necessary, as determined by the

EHS Bureau, to put the Property in a condition which is suitable for its intended use, which may include enrolling the Property in the Illinois Environmental Protection Agency's (together with any successor agency, "IEPA") Site Remediation Program (including any successor program, the "SRP") and obtaining a "No Further Remediation" letter from the IEPA approving the alternative use of the Property ("NFR Letter"). If the EHS Bureau determines that SRP is required, then Grantee may not commence Redevelopment Activities on the Property until the IEPA issues, and the EHS Bureau approves, a remedial action plan for the Property. The EHS Bureau shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP. If Redevelopment Activities include the construction of a building on the Property, the building must meet the requirements of 35 Ill. Adm. Code 742, Appendix B, Table H. Grantee shall bear sole responsibility for all investigative and cleanup costs associated with the Property. The City shall have the right to exercise all remedies available at law and in equity for violation of this use restriction, and may record a notice of default against the Property if Grantee fails to obtain the EHS Bureau's written approval prior to commencing Redevelopment Activities.

3. Environmental Requirements For Parking Lot Construction And Maintenance.

(a) Engineered Barrier. Except for landscaped areas, Grantee shall pave the Property in its entirety with concrete or asphalt that acts as an engineered barrier and Grantee shall thereafter maintain and regularly inspect the concrete or asphalt engineered barrier for any surface cracks or damage. Grantee shall repair any such cracks or damage immediately or prohibit access to the area. Landscaped areas must have an IEPA-approved geotextile membrane overlain by a minimum of 18 inches of clean soil (meeting Tier 1 residential criteria under the IEPA's Tiered Approach to Corrective Actions or TACO standards). Landscaped areas where trees are to be planted must have three (3) feet of clean fill. Any fill imported must be certified as clean and that certification must be shared with the EHS Bureau.

(b) Removal Work. The environmental investigation of the Property did not identify any contamination that exceeds the requirements of 35 Ill. Adm. Code Section 742.305 (Contaminant Source and Free Product Determination). But if Grantee encounters any evidence of contamination that exceeds these requirements, Grantee shall remove such contamination from the Property ("Removal Work") prior to paving over any affected portion of the Property. If Removal Work is required, Grantee acknowledges and agrees that the City will not issue a Certificate of Completion until the City has approved Grantee's Removal Work, and Grantee shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to such Removal Work. In addition, Grantee shall remove and close any underground storage tanks ("USTs") it may encounter in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any leaking USTs in accordance with 35 Ill. Adm. Code Part 734.

(c) Health And Safety Plan. The environmental investigation of the Property identified concentrations of contaminants exceeding the construction worker inhalation exposure route. Grantee shall develop a Health and Safety Plan ("HASP") for the Property prior to any surface demolition or subsurface work and provide the HASP to Grantee's contractors.

(d) Groundwater Restrictions. Grantee shall not use groundwater as a water source for any purpose or for any use whatsoever.

4. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, 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 Property (or any improvements thereon), its compliance with any federal, state, county, municipal or other laws, statutes, codes, ordinances, regulations, or other requirements (collectively, "Laws"), or the suitability or merchantability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

5. Release. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all losses, damages, liabilities, claims, actions, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") which Grantee 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 date of this Deed, 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 as defined in 415 ILCS 5/3.215, as amended from time to time (collectively, "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 other property; (iii) any violation of, compliance with, enforcement of or liability under any Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601, et seq. (as amended, "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"). Grantee Parties waive their rights of contribution and subrogation against the City Parties. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

6. Affordable Housing. Grantee acknowledges that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance.

7. Midwest Tax Increment Financing Redevelopment Project Area. The Property is located in the Midwest Tax Increment Financing Redevelopment Project Area established pursuant to ordinances adopted by the City Council on May 17, 2000 and published at pages 30775 through 30953 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, as amended. Grantee is obligated to use the Property only for uses permitted under the redevelopment plan for the redevelopment area, until such redevelopment plan expires. Grantee's acceptance of the Deed shall be deemed to be Grantee's agreement to comply with such use restrictions.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2024.

Attest:

By: _____
Anna M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's 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 hand and notarial seal on _____, 2024.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Quitclaim Deed constitutes Exhibit "A" to ordinance and printed on pages 11896 and 11897 of this *Journal*.]

Statement By Grantor And Grantee.

The grantor or its agent affirms that, to the best of her/his knowledge, the name of Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire

and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated _____, 2024 Signature _____
Agent for Grantor,
City of Chicago Department of Law

Subscribed and sworn to before me this
____ day of _____, 2024

_____
Notary Public

Grantee or its agent affirms that the name of Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated _____, 2024 Signature _____
Grantee or Agent

Subscribed and sworn to before me this
____ day of _____, 2024

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

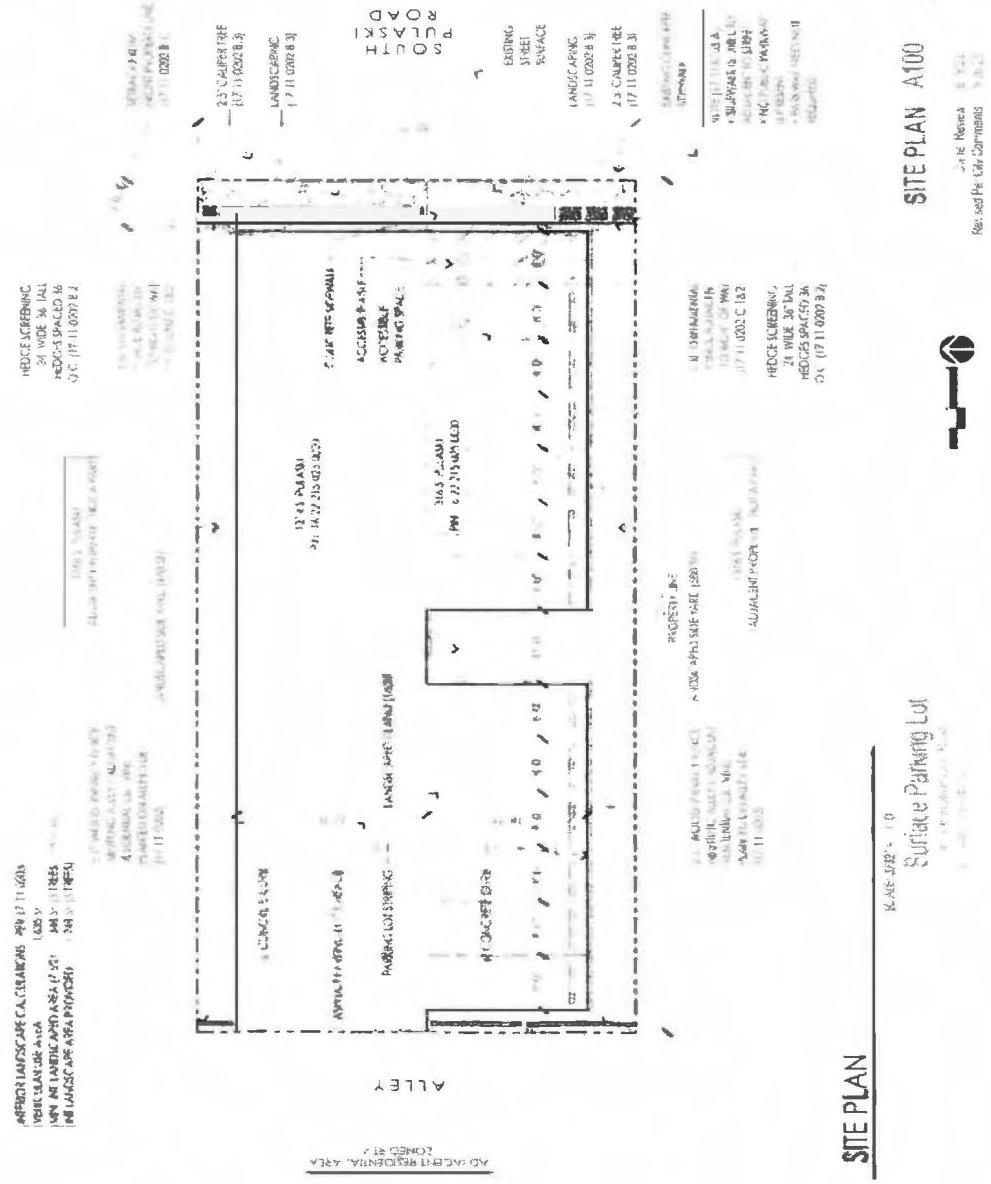
(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

Exhibit "B".
(To Ordinance)

Site Plan.

EXHIBIT B

SITE PLAN



EXECUTION OF LOAN SUBORDINATION AGREEMENT WITH PERLMARK REALTY CORPORATION FOR LINCOLN VILLAGE SENIOR APARTMENTS AT 6057 N. LINCOLN AVE.

[O2024-0008971]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance introduced by the Department of Housing for the execution of a loan subordination agreement with Perlmark Realty Corporation for the Lincoln Village Senior Apartments at 6057 North Lincoln Avenue (50th Ward) (O2024-0008971), 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 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City programmed HOME funds for its Multi-Family Loan Program (the "Multi-Program Funds") whereby acquisition and rehabilitation loans were made available to owners and developers of rental properties, and the Multi-Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on December 7, 2005 and published at pages 63290 -- 63426 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date (the "Ordinance"), authorized DOH to: (i) provide Multi-Program Funds in the amount not to exceed $6,450,000 (the "Loan"); and (ii) the sale and delivery of the City's Variable Rate Demand Multi-Family Housing Revenue Bonds (Lincoln Village Senior Apartments) in the aggregate principal amount of not to exceed $10,000,000 (the "Bonds"), issued in one or more series and secured by one or more Trust Indentures (each, an "Indenture" and collectively, the "Indentures") from the City to a trustee designated by the Executive Officer (as defined in Section 6 of the Ordinance) (the "Trustee"), and lend the proceeds therefrom to Lincoln Village LLC, an Illinois limited company (the "Borrower") as provided under the terms and conditions of the Ordinance (the "Senior Bond Loan"), all of which were to be used to pay a portion of the costs of acquiring, constructing and equipping Lincoln Village Apartments (the "Project"), a multi-family housing development for senior citizens consisting of 102 residential dwelling units in one building located at 6057 North Lincoln Avenue, in Chicago, Illinois (the "Property"); and

WHEREAS, The Borrower, the sole managing member of which is Perlmark Realty Corporation, an Illinois corporation (the "Managing Member"), and the sole limited partner and investor member of which is Lincoln 6057 LLC, an Illinois limited liability company, owns the Property and the Project; and

WHEREAS, Pursuant to the Ordinance and in connection with the Project, the City: (i) issued the Bonds and made the Senior Bond Loan to the Borrower; and (ii) made the Loan in the principal amount of $6,350,628 to the Borrower; which Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement (the "Mortgage") dated and entered into as of May 1, 2006 and recorded on May 17, 2006 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0613704189, made by the Borrower in favor of the City; and

WHEREAS, The Borrower has: (i) met with certain financial difficulties; and (ii) requested that DOH consent to subordinate the lien of the Mortgage to the lien of a mortgage securing a new senior loan in the amount of approximately $4,100,000 (the "New Senior Loan") in order to retire the outstanding balance of the Senior Bond Loan and thereby reduce financing costs; and

WHEREAS, DOH has approved a restructuring of the Project (the "Restructuring") in a manner which: (1) will not alter the principal amount of the Loan; (2) will not alter the interest rate on the principal balance of the Loan; (3) will not alter the maturity date of the Loan; (4) will not alter the repayment terms of the Loan; (5) will subordinate the Loan to any and all liens and other security interests associated with the Loan to the New Senior Loan and all liens and other security interests associated with the New Senior Loan; and (6) will reduce certain interest costs and fees on the New Senior Loan (collectively, the "Material Terms"); now, therefore,

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

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (collectively, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel: (i) to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein; and (ii) to take any and all actions as may be required under the Indenture and the related bond documents, to implement the redemption of the Bonds. 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 Restructuring and redemption of the Bonds. 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 any future restructuring of the Project, which do 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 and the Project as of the date following the date of the closing of the Restructuring (collectively, the "Project Owner"), any legal entities which are direct owners in excess of 7.5 percent of the Project Owner which changed in connection with the Restructuring, and all legal entities who constitute the direct or indirect controlling parties of the Project 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. 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. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

AMENDMENT TO ERAP SUBSCRIPTION-BASED SOFTWARE LICENSE AGREEMENT WITH UNQORK, INC. FOR PAST USE OF PROPRIETARY PLATFORM THROUGH NOVEMBER 3, 2023 AND FOR PROJECTED USE AND ACCESS BY DEPARTMENT OF HOUSING FOR PERIOD OF APRIL 30, 2023 THROUGH DECEMBER 31, 2024.

[O2024-0008906]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance introduced by the Department of Housing for amendment to ERAP subscription-based software license agreement with Unqork, Inc. for the past use of proprietary platform through November 3, 2023 and for projected use and access by the Department of Housing for the period April 30, 2023 through December 31, 2024 (O2024-0008906), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In accordance with the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois (the "State Constitution"), the City of Chicago (the "City") as a home rule unit of government may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted at the March 24, 2021 City Council meeting and appearing in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 28604 -- 28610 ("March Ordinance"), the City Council authorized the City of Chicago Department of Housing ("DOH") to enter into a contract with Unqork, Inc., a Delaware corporation ("Unqork"), through which Unqork provided DOH with subscription-based access to its proprietary software for ERAP application intake and management for an amount not to exceed $600,000 for a one-year term, renewable for an optional, maximum additional one-year term if ERAP is extended (the "ERAP Software Contract"); and

WHEREAS, Pursuant to the authority granted, DOH entered into the ERAP Software Contract with Unqork on the terms and within the limits specified in the March Ordinance; and

WHEREAS, Pursuant to an ordinance adopted at the March 23, 2022 City Council meeting and appearing in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 45575 -- 45577 ("2022 March Ordinance"), the City Council authorized the Commissioner of DOH or her designee to amend the ERAP Software Contract to increase the compensation in an amount not to exceed $1,200,000 for the full two-year term of the ERAP Software Contract to address the higher volume of application and awards and the increased software needs; and

WHEREAS, Pursuant to the authority granted, DOH entered into an amendment with Unqork to expand the scope of services and increase the compensation for the ERAP Software Contract, on the terms and within the limits specified in the 2022 March Ordinance; and

WHEREAS, As of April 30, 2023, the ERAP Software Contract with Unqork, Inc. expired; however, DOH continued to use Unqork's proprietary software for ERAP application intake and management and application processing; and

WHEREAS, As a result of DOH's continued use of Unqork's software and services from April 30, 2023, to November 3, 2023, DOH owes Unqork, Inc. the amount of $241,838.81 for services rendered; and

WHEREAS, DOH and Unqork paused DOH's use of Unqork's software for ERAP application intake and management and application processing from November 4, 2023 through April 29, 2024, and City owes no compensation during this time; and

WHEREAS, Beginning on April 30, 2024 through December 31, 2024, DOH needs continued use and access to Unqork's platform; and

WHEREAS, DOH requests authorization to enter into a further amendment to the ERAP Software Contract extending the ERAP Software Contract for a period from April 30, 2023 through December 31, 2024, under which: (i) the City will pay Unqork the sum of $241,838.81 for services rendered from April 30, 2023 through November 3, 2023; (ii) the City will owe no compensation from the period of November 4, 2023 through April 29, 2024 during which DOH paused its use of, but Unqork maintained, the ERAP application; (iii) for the period from April 30, 2024 through December 31, 2024, the scope of services and compensation will be as set forth on Exhibit 1; and (iv) except as otherwise herein provided, the amendment will be on the same terms and conditions as the ERAP Software Contract. The maximum compensation for such amendment shall be $391,838.81, allowing for a total maximum compensation of the ERAP Software Contract to be $1,591,838.81; now, therefore,

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

SECTION 1. Incorporation Of Recitals; Definitions. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein. All terms not otherwise defined herein shall have the meanings set forth in the March Ordinance.

SECTION 2. The Commissioner of Housing or her designee (each, an "Authorized Officer") is authorized to enter into an amendment to the ERAP Software Contract extending the ERAP Software Contract for a period from April 30, 2023 through December 31, 2024, under which: (i) the City will pay Unqork the sum of $241,838.81 for services rendered from April 30, 2023 through November 3, 2023; (ii) the City will owe no compensation for the period of November 4, 2023 through April 29, 2024 during which DOH paused its use of,

but Unqork maintained, the ERAP application; (iii) for the period from April 30, 2024 through December 31, 2024, the scope of services and compensation will be as set forth on Exhibit 1; and (iv) except as otherwise herein provided, the amendment will be on the same terms and conditions as the ERAP Software Contract. The maximum compensation for such amendment shall be $391,838.81, allowing for a total maximum compensation of the ERAP Software Contract to be $1,591,838.81.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (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. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 4. This ordinance takes effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Scope Of Services And Compensation Schedule.

Scope Of Service From April 30, 2024 Through December 31, 2024.

Unqork will continue to provide viewable access to the ERAP platform. This will provide case level data and access to documentation required to fulfill FOIA requests, data inquiries and audit requirements.

Unqork will provide full access to existing dashboards and reporting tools built in Unqork from the previously built application for searchability for up to 10 authorized users as identified by the City.

Compensation From April 30, 2024 Through December 31, 2024.

For the period from April 30, 2024 through December 31, 2024, DOH shall pay Unqork for the City's use and access to Unqork's platform as follows: $150,000.

LEASE AGREEMENT WITH NORTHWESTERN MEMORIAL HEALTHCARE FOR USE OF CITY-OWNED PROPERTY AT 4727 -- 4759 S. COTTAGE GROVE AVE. FOR CONTRACTOR PARKING.

[SO2024-0008958]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred a substitute ordinance introduced by Alderperson Robinson for a lease agreement with Northwestern Memorial Healthcare for use of City-owned property at 4727 -- 4759 South Cottage Grove Avenue for contractor parking (SO2024-0008958), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the vacant real property located at 4727 -- 4759 South Cottage Grove Avenue, Chicago, Illinois 60615, which consists of approximately 27,280 square feet (the "Premises"); and

WHEREAS, Northwestern Memorial Healthcare, an Illinois not-for-profit corporation ("Tenant"), desires to lease the Premises from the City for the purpose of allowing Tenant's contractors to park their personal vehicles on the Premises while Tenant's Bronzeville Advanced Outpatient Care Center is under construction; and

WHEREAS, The City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises, so Tenant's contractors can use the Premises for parking, under the terms and conditions set forth herein; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Fleet and Facility Management or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a lease for the Premises, in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Lease Agreement With Northwestern Memorial Healthcare.

THIS LEASE (the "**Lease**") is made and entered into this ____ day of _____, 2024 (the "**Commencement Date**"), by and between, the **CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Fleet and Facility Management ("**Department**"), and having its principal offices at 121 N. LaSalle Street, Chicago, IL 60602, ("**City**") and NORTHWESTERN MEMORIAL HEALTHCARE, an Illinois not-for-profit corporation ("**Tenant**"), having offices located at 211 E. Ontario Street, Suite 1800. Chicago, Illinois 60611. City and Tenant each a "**Party**," and, together, the "**Parties.**"

RECITALS

WHEREAS, the City is the owner of the vacant real property located at 4727-59 S. Cottage Grove Avenue, Chicago, Illinois 60615 (PINs 20-11-100-015 through -021), which consists of approximately 27,280 square feet and is legally described in **Exhibit A** attached hereto (the "**Premises**"); and

WHEREAS, Tenant desires to lease the Premises from the City for the purpose of allowing its contractors to park their personal vehicles while Tenant's Bronzeville Advanced Outpatient Care Center is being constructed; and

WHEREAS, the City has agreed to lease to Tenant, and Tenant has agreed to lease from the City, the Premises for the purpose of allowing Tenant's contractors to park their personal vehicles on the Premises while Tenant's Bronzeville Advanced Outpatient Care Center is under construction (the "**Permitted Use**"), upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the 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 recitals set forth above constitute an integral part of this Lease 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. LEASE OF PREMISES. The City hereby leases to Tenant, and Tenant hereby leases from the City, the Premises, upon the terms and conditions hereinafter provided. This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date. Any rights not specifically granted to Tenant by and through this Lease are reserved exclusively to the City.

SECTION 3. TERM.

3.1 Term. The term of this Lease ("**Term**") shall commence on the Commencement Date, and shall end on the earlier of (a) the date on which Tenant no longer uses the Premises for the Permitted Use or (b) the date that is twelve (12) months after the Commencement Date (i.e., _____, 2025), unless sooner terminated as set forth in this Lease.

3.2 Early Termination. The City may terminate this Lease for any reason without penalty by providing Tenant with prior written notice of at least thirty (30) days at any time after the Commencement Date.

3.3 Extension Option. Prior to the expiration or termination of the Term, whichever is earlier, upon Tenant's written request, the City, in its sole discretion, may elect to extend the initial Term by up to six (6) months, in which case "Term" shall include such extension period.

SECTION 4. RENT, TAXES, UTILITIES, NET LEASE.

4.1 Rent. The consideration for this Lease is: (a) base monthly rent in the amount of Two Thousand Seven Hundred Twenty-Eight and 00/100 Dollars ($2,728.00) for the Term; (b) Tenant's promise to remediate the Property in accordance with Section 5.2; (c) Tenant's promise to use, operate and maintain the Premises at no expense to the City for the Permitted Use; and (d) Tenant's promise to abide by and fully comply with the other provisions and conditions of this Lease. The term "**Rent**" as used herein means the base rent of $2,728.00 per month plus all other payments due under this Lease of any kind or nature; provided, however, if the initial Term is extended, the Rent for such extension period shall automatically increase to $2,809.84 per month plus all other payments due under this Lease of any kind or nature.

4.2 Utilities. Tenant shall be responsible for supplying and paying for all utility services to the Premises. Tenant shall pay when due all charges for gas, electricity, light, heat, water, sewer, power, telephone or other communication service, and all other utility services used in, or supplied to, the Premises, and shall contract for the same in its own name. City shall have no responsibility for providing or paying for any utilities supplied to the Premises, and shall not be liable for any interruption or failure in the supply of any such utility services. The City makes no representations or warranties with respect to the capacity of the current utility facilities for Tenant's intended use of the Premises. Tenant will also procure, or cause to be procured, without cost to the City, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any such service to and upon the Premises. The provisions of this Section 4.2 shall survive the expiration or earlier termination of this Lease

4.3 Taxes and Other Levies. Tenant acknowledges that the Premises are exempt from property taxes. Tenant shall pay when due any leasehold, real estate and other property taxes assessed or levied on the Premises where attributable to Tenant's use of the Premises. Tenant shall notify the appropriate taxing body that Tenant is occupying the Premises. The appropriate taxing body shall determine the appropriate taxes, if any, that are to be assessed on the Premises as a result of Tenant's occupancy. Tenant shall thereafter contact the appropriate taxing body to ascertain the tax amount, if any, assessed on the Premises. Tenant shall pay such amounts and Tenant shall provide City with proof of such payment within ten (10) days of such payment. Tenant further acknowledges that real estate taxes are one (1) year in arrears in Cook County and that as a result Tenant shall be responsible for satisfaction of leasehold, real estate and other property taxes assessed or levied on the Premises on account of Tenant's use for at least one year after Tenant vacates the Premises. Tenant's failure to pay any such taxes shall constitute an Event of Default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude Tenant from contesting any charge or tax levied against the Premises. The

failure of Tenant to pay such taxes during the pendency of the contest shall not constitute a default under this Lease. Tenant's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

4.4 Net Lease. This is a completely net lease. Except as may be otherwise specifically provided in this Lease to the contrary, Tenant shall pay any and all costs and expenses of any kind relating to the Premises or arising from Tenant's use or operation of the Premises.

SECTION 5. CONDITION OF PREMISES.

5.1 Satisfaction with Condition. Tenant acknowledges that it is fully familiar with the condition of the Premises and has, prior to the Commencement Date, made such inspections as it desires of the Premises and all factors relevant to its use. Tenant accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in their "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to any matters concerning the Premises, including, without limitation: (a) the structural, physical or environmental condition of the Premises; (b) the suitability of the Premises for any purpose whatsoever; (c) the state of repair of the Premises or the condition of soil, groundwater, or any other physical characteristic of the Premises; and (d) compliance of the Premises with any applicable Laws, including, without limitation, zoning and building codes and Environmental Laws. Tenant acknowledges that it is relying solely upon its own inspection and due diligence activities and not upon any information provided by or on behalf of the City or its agents or employees with respect thereto. The City is not responsible for any patent or latent defects and has no obligation to perform any alterations, repairs or improvements to the Premises. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any remedial activities and take such other action as is necessary to put the Premises in a condition suitable for its intended use. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof.

5.2 Tenant's Environmental Remediation Obligations. Previous soil and groundwater sampling on the Premises has identified contamination. Additional sampling may be necessary during the Term. Tenant must allow access to all areas of the Premises within 14 days of receiving notice from the City, even if vehicles or equipment must be relocated. Prior to the termination of this Lease, Tenant shall conduct a Phase II Environmental Site Assessment (ESA) to investigate if the activities on the Premises have caused additional soil or groundwater contamination. The scope of work for the Phase II ESA must be approved in advance by the Department. If additional soil or groundwater contamination is identified on the Premises when compared to the September 2022 Phase II (baseline condition), Tenant shall, at its sole expense, conduct any necessary remediation and restore the Premises to the baseline. Subject to the City's written approval, which shall be at the City's sole discretion, Tenant may assign its obligation to remediate and restore the Premises to an entity selected by the City.

5.3 Preparation of Premises for Permitted Use. Tenant shall be responsible, at its own cost and expense, for any Alterations (as defined in Section 8) that are needed to bring the Premises to a condition that is suitable for the Permitted Use. Tenant shall obtain the City's approval for any Alterations as required by Section 8 of this Lease and shall comply with Section 6.5 of this Lease regarding permitting for any Alterations.

5.4 Signage. Tenant may not place any signage on the exterior of the Building without the Department's prior written approval.

SECTION 6. USE OF THE PREMISES.

6.1 Permitted Use. Tenant covenants that Tenant shall use the Premises for the Permitted Use, and for no other purpose.

6.2 Nonprofit Status. Tenant shall retain its nonprofit status during the Term of this Lease.

6.3 Compliance with Laws. Tenant shall not use or occupy the Premises, or permit any portion of the Premises to be used or occupied, in a manner that would violate any Laws that may be applicable to the Premises or to the use, occupancy, repair, rehabilitation or improvement of the Premises. Contract provisions that are required to be included in this Lease by any such Laws shall be deemed included. As used in this Lease, the term "**Laws**" means all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations, certificate of occupancy or other governmental requirements, now or hereafter in effect, as amended or supplemented from time to time, including without limitation, all applicable provisions of the Municipal Code of Chicago (the "**Municipal Code**"), and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

6.4 Non-Discrimination. Tenant 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 use or occupancy of the Premises or any part thereof.

6.5 Permits and Licenses. Tenant shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations. Tenant shall notify the Department of any such permits or licenses. Failure to obtain a required license or permit shall constitute an Event of Default under this Lease. Tenant understands that this Lease shall in no way act as a substitute for any other permitting or approvals that may be required to undertake any activities on the Premises.

6.6 Prohibited Uses Generally. Tenant shall not use the Premises in any manner that would create excessive noise or disturb neighboring properties or otherwise constitute a public or private nuisance, (a) damage or waste the Premises or appurtenances thereto, (b) give rise to a claim of adverse possession or usage by any third party, and (c) cause a fire or safety hazard or increase the rate of insurance on the Premises. Tenant shall comply with reasonable requirements of City's risk management department as may be requested from time to time.

6.7 No Religious or Political Use. Tenant shall not use or permit the Premises to be used for any religious or political purposes.

6.8 No Alcohol or Illegal Drugs. Without exception, Tenant shall not permit the consumption of alcoholic beverages or illegal drugs of any kind on the Premises.

6.9 Competing Parking Facility. Tenant shall not operate the Premises for parking purposes or in a manner that would cause the Premises to be deemed a "Competing Parking Facility" under the Chicago Metered Parking System Agreement dated December 4, 2008, as amended on June 5, 2013, by and between the City of Chicago and Chicago Parking Meters, LLC.

6.10 No Tailgating. Tenant shall not permit tailgating on the Premises.

6.11 Hazardous Materials. Tenant shall not permit any Hazardous Materials on the Premises, except those that are used, stored or otherwise maintained for cleaning, along with other supplies ordinarily used in the operation of Tenant's programs, so long as Tenant's use, storage and maintenance of such Hazardous Materials is in compliance with all applicable Environmental Laws and manufacturer's recommended standards and procedures, and such Hazardous Materials are present only in such quantities as are reasonably required by Tenant for operations conducted on the Premises. Tenant shall be solely responsible for any Hazardous Materials used, stored, or released in, on or about the Premises, and shall indemnify, defend and hold harmless the City from and against any Claims arising from such use, storage, disposal or release of Hazardous Materials.

As used in this Lease, the following terms shall have the following meanings:

(a) "**Claims**" means any and all claims, suits, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, sums paid in settlement of claims, arbitration or mediation awards, interest, fines, penalties, debts, liens, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, and costs of litigation (including costs of experts and consultants and court costs).

(b) "**Environmental Laws**" means any and all Laws relating to any Hazardous Materials and to the regulation and protection of human health, safety, the environment and natural resources, now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1980, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *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 Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, any and all rules, regulations, orders and decrees now or hereafter promulgated under any of such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(c) "**Hazardous Materials**" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance," "hazardous waste" or "solid waste," or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Laws; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or is

a hazard to the environment or to the health or safety of persons.

6.12 Compliance with City Agreements. If the City and Tenant enter into any agreements in the future funding of Tenant's operations, or if any such agreements currently exist, Tenant's default under such agreements then in effect beyond any applicable notice and cure periods contained therein shall constitute an Event of Default under this Lease. In addition to any rights and remedies available to the City under such other agreements, the City may pursue any rights and remedies available under this Lease.

6.13 Compliance with City Requirements. Tenant covenants and agrees to abide by, and contractually obligate and cause its contractors to abide by, the terms set forth in **Exhibit B** hereto.

6.14 Economic Disclosure Statement Updates. Upon the City's request throughout the Term, Tenant shall provide the City with any material updates to the information previously submitted in Tenant's Economic Disclosure Statement. Failure to provide such information on a timely basis shall constitute an Event of Default under this Lease.

SECTION 7. MAINTENANCE AND REPAIR; CITY'S RIGHT TO INSPECT.

7.1 Tenant's Duty to Maintain Premises. Tenant shall, at its sole expense, operate and maintain or cause others to operate and maintain the Premises in a state of good order, condition and repair and in compliance with all applicable Laws during the Term of this Lease. Without limiting the generality of the foregoing, Tenant shall, at its sole expense:

(a) make all repairs necessitated by vandalism or misuse of the Premises, equipment therein and appurtenances thereto;

(b) promptly remove all snow, ice, litter, debris and weeds from the Premises and any and all sidewalks abutting the Premises and entrances;

(c) remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition;

(d) at all times exercise due diligence in protecting the Premises against damage or destruction by fire and other causes;

(e) provide all security for the Premises;

(f) provide for all custodial service, scavenger service, and grounds maintenance for the Premises;

(g) provide for exterminator service whenever necessary;

(h) provide and maintain adequate first aid equipment to serve the potential needs of Tenant's employees, invitees, visitors, agents and contractors in their use of the Premises;

(i) provide and maintain portable fire extinguishers of appropriate size, type, and distribution to adequately protect the Premises, and, if applicable, smoke detectors, and carbon monoxide detectors; and

(j) perform preventive maintenance as is customarily performed by prudent property owners.

7.2 Right of Access. Without limiting any other rights reserved or available to the City under this Lease, at law or in equity, the City reserves for itself and its agents, representatives and employees, the right to enter upon the Premises for the purpose of: (a) inspecting the Premises, provided that the City shall give Tenant prior written notice of at least two (2) days (except in the case of emergency, where no notice is required), and (b) curing any failure by Tenant to perform under this Lease. Whenever the City exercises its cure rights, Tenant shall reimburse the City for all reasonable costs and expenses thereof, including, without limitation, reasonable attorney's fees, within fifteen (15) days after delivery of a written demand. If Tenant fails to pay the City any sum within fifteen (15) days after written demand therefor, such amount shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid. Nothing herein shall imply any duty on the part of the City to do any such work, and performance thereof by the City shall not constitute a waiver of Tenant's default in failing to perform the same.

SECTION 8. ALTERATIONS. Tenant shall not make any alterations, additions and/or improvements ("**Alterations**"), including any fencing or land grading, in or to the Premises without the prior written consent of the commissioner of the Department, which consent may be granted or withheld in the commissioner's sole discretion. Prior to commencement of construction of any Alterations, Tenant shall deliver to the City evidence that it has funding to complete all Alterations and any required building permits and other governmental authorizations covering the Alterations. Tenant shall make all Alterations at its sole cost and expense and shall promptly pay for any work done (or materials furnished therefor) in, on or about the Premises. During construction of the Alterations, Tenant shall require its contractors to maintain insurance in accordance with the insurance requirements set forth in **Exhibit C** attached hereto. All Alterations shall (a) be completed in accordance with plans approved by the City, subject to a firm outside date for completion which shall be reasonably determined by the City, based on the extent and nature of the Alterations, at the time the City consents to the same, (b) be carried out in a good, workmanlike and prompt manner, (c) comply with all applicable Laws, (d) be performed only by bondable, licensed contractors, and (e) be subject to monitoring and inspection by the City or its employees, agents or contractors. Upon completion of any Alterations, Tenant shall deliver to the City a reproducible copy of the "as built" drawings of the Alterations and, if applicable, CAD files. All Alterations, except Tenant's equipment and other personal property (collectively, "**Personal Property**"), shall become the property of the City at the expiration or termination of this Lease without any obligation on the City's part to pay for any of the same. At the City's request, Tenant shall execute a deed or bill of sale in favor of the City, with respect to such Alterations. Notwithstanding the foregoing, Tenant shall remove all or any portion of such Alterations on the expiration or termination of this Lease if the City specifically so directs in writing.

SECTION 9. ASSIGNMENT, SUBLEASE, AND LIENS

9.1 Assignment and Sublease. Tenant may not assign this Lease in whole or in part by operation of law or by any process or proceeding of any court or otherwise, nor sublease all or any part of the Premises, without the City's prior written consent, which the City may grant or withhold in its sole and absolute discretion. Any assignment or sublease, without the City's prior written consent, at the City's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to the City.

9.2 Tenant's Covenant against Liens and other Encumbrances. Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only. In case of any such lien attaching, Tenant shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to the City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which Tenant appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 10. INSURANCE. At all times during the Term, Tenant and its contractors (as applicable) shall maintain coverage that meets the minimum requirements as set forth in **Exhibit C** hereto.

SECTION 11. FULL LIABILITY; INDEMNIFICATION.

11.1 Full Liability. Tenant assumes full legal and financial responsibility and liability for any and all use of the Premises by Tenant, Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises during the Term.

11.2 Indemnification. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to the City) and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all Claims for death or injury to any person, including Tenant's employees and agents, or damage or destruction of any property of either Party hereto or of third parties, arising out of or incidental to Tenant's performance or non-performance of this Lease, or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees, invitees, and any other person entering the Premises, except to the extent caused by the negligence or willful misconduct of City, its agents and employees. Upon notice from the City of any Claims which the City believes to be covered hereunder, Tenant shall timely appear in and defend all suits brought upon such Claims and shall pay all costs and expenses incidental thereto, but City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Tenant of any of its obligations hereunder. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Lease and those allowed under applicable Laws. This Section shall survive the expiration or earlier termination of this Lease.

SECTION 12. DAMAGE OR DESTRUCTION.

12.1 If the Premises are rendered substantially untenantable by fire or other casualty, and if such damage cannot, in the City's sole judgment, be materially restored within ninety (90) days after the date of such damage (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company and using normal construction methods without overtime or other premium), then the City or Tenant may terminate this Lease, by notice given to the other within sixty (60) days after the date of the damage. Any termination hereunder by reason of damage to the Premises shall be effective as of the date of the damage. The term "untenantable" includes any material adverse effect on the Premises and Tenant's use thereof or access thereto, including the inability of Tenant to lawfully occupy or use any part of the Premises by reason of any order of any governmental authority, whether or not the Premises are physically damaged. For purposes hereof, the Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the same.

12.2 If this Lease is not terminated pursuant to Section 12.1, then Tenant shall proceed with all due diligence to repair and restore the Premises. If Tenant fails to complete such repairs and material restoration within ninety (90) days after the date of such fire or other casualty, the City may, at its option and as its sole remedy, terminate this Lease by delivering written notice to Tenant, whereupon this Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the Term; provided, however, that if construction is delayed because of changes in construction requested by the City or other causes beyond the reasonable control of Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Tenant is so delayed. Tenant shall be solely responsible for and shall pay the amount of any deductible or self-insured retention under all applicable insurance policies and any underinsured amounts. The entire insurance award shall be held in escrow but available to Tenant to use for the repair and restoration of the Premises. If this Lease is terminated pursuant to Section 12.1, then the entire insurance award shall be paid to the City, except Tenant shall receive the portion of the insurance proceeds payable with respect to Tenant's Personal Property.

SECTION 13. CONDEMNATION. If the whole or any part of the Premises are taken or condemned or purchased under threat of condemnation by any governmental authority, the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises, and the City shall be entitled to receive the entire award, except Tenant shall receive the portion of the award payable with respect to Tenant's Personal Property.

SECTION 14. PERFORMANCE AND BREACH.

14.1 Event of Default. The occurrence of any one or more of the following shall constitute an "**Event of Default**" under this Lease:

(a) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease, including without limitation, failure to maintain required insurance coverage(s), failure to maintain and operate the Premises in accordance with the terms of this Lease, failure to use the Premises for the

Permitted Use, failure to comply with the provisions of **Exhibit B** (City Requirements), or failure to maintain its nonprofit corporate status;

(b) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the City (whether in this Lease, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Lease (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against Tenant or for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant'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 Tenant; 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 one hundred eighty (180) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; 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 one hundred eighty (180) days after the commencement thereof; and

(f) the dissolution of Tenant.

14.2 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have ten (10) business days after written notice of default from the City to cure the default, or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Lease, or such longer period as is reasonably necessary to remedy such default provided Tenant promptly commences such cure and thereafter continuously and diligently pursues such remedy to completion, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises.

14.3 Remedies. If an Event of Default occurs, and is not cured in the time period provided for in Section 14.2 above, the City, in addition to any other rights and remedies available to it at law or in equity, shall have the right, without any further notice to Tenant, to terminate this Lease. Upon termination of this Lease, Tenant shall peaceably surrender possession and vacate the Premises immediately, and deliver possession thereof to the City in accordance with all of the requirements of this Lease with regard to termination, and Tenant hereby grants to the City the full and free right to enter into and upon the Premises and to repossess the Premises as the City's former estate and to expel or remove Tenant and any

others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the City hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the City in recovering sums due hereunder, recovering possession of the Premises, or pursuing the City's rights and remedies against Tenant or any assignee, sublessee or other transferee.

14.4 Remedies Cumulative. All remedies contained in Section 14.3 shall be cumulative, and every remedy contained in Section 14.3 may be exercised by the City from time to time and so often as occasion may arise or as may be deemed expedient.

14.5 No Waiver. No waiver by the City with respect to any specific default by Tenant shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Tenant, 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. The acceptance by the City of any payment due hereunder after the termination by the City of this Lease, shall not, in the absence of agreement in writing to the contrary by the City, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the City.

SECTION 15. COVENANT OF QUIET ENJOYMENT. The City covenants and agrees that Tenant, upon paying the Rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall peaceably and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term.

SECTION 16. SURRENDER OF PREMISES.

16.1 Condition on Surrender. Upon completion of the Permitted Use, Tenant shall promptly restore the Property to the condition existing as of the Commencement Date, and shall remove all materials, equipment, tools, vehicles, supplies, and other personal property owned, rented or used by Tenant or its contractors, and any trash, wastes and debris placed on the Premises by Tenant or its contractors. Tenant shall dispose of all trash, wastes and debris in accordance with all applicable Laws, including without limitation, all applicable Environmental Laws. Any Personal Property, trash or debris left by Tenant on or about the Property shall be considered abandoned and may be disposed of in the City's sole discretion. Tenant 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 enforcing this Lease. 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. Tenant 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 Tenant, or its employees, representatives, invitees or contractors, including but not limited to, vandalism or misuse of the Property, and shall undertake any repairs necessitated by such acts or omissions.

16.2 Holding Over. Tenant shall have no right to occupy the Premises or any portion thereof after the expiration or earlier termination of this Lease, except in connection with the removal of Tenant's Personal Property under Section 16.1. Any such holding over by Tenant shall be construed to be a tenancy from month to month, and Tenant shall be liable for all damages, direct and consequential, incurred by the City as a result of such holdover. For each month or portion thereof Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, Tenant shall pay the City an amount equal to the fair market rental value of the Premises at that time, as reasonably determined by the City. Acceptance of said rent shall not constitute a waiver by the City of any re-entry or other rights provided for under this Lease or by Law nor shall it be deemed an extension or renewal of the Term without a written election thereof by the City. During such holding over all provisions of this Lease shall remain in full force and effect.

SECTION 17. MISCELLANEOUS.

17.1 Notice. Any notice, request, demand or communication required or permitted to be given hereunder shall be sent in writing to the addresses set forth below by any of the following means: (a) personal service; (b) electronic mail; (c) overnight courier with electronic tracking; or (d) registered or certified U.S. Mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Fleet and Facility Management Bureau of Asset Management 2 North LaSalle Street, Suite 200 Chicago, Illinois 60602 Attn: Michelle Woods, Deputy 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 Tenant:	Northwestern Memorial Healthcare 211 E. Ontario Street, Suite 1800 Chicago, IL 60611 Attn: _____
With a copy to:	_____ _____ Suite _____ Chicago, Illinois 60611 Attn: _____

Any notice, request, demand or communication given pursuant to either clause (a) or clause (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, respectively, provided that such email 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, request, 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, request, 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, requests, 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 19.1 shall constitute delivery.

17.2 Amendments. From time to time, the Parties may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or City's administration of this Lease, including but not limited to the expansion or reduction of the Premises. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Tenant. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

17.3 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of City and Tenant respectively and that by their execution of this Lease, it became the binding obligation of City and Tenant respectively, subject to no contingencies or conditions except as specifically provided herein.

17.4 Binding Effect of Lease. This Lease and all terms, provisions, covenants and conditions contained in this Lease shall apply to, be binding upon and shall inure to the benefit of and be enforceable by each of the Parties and the respective successors and permitted assigns of the Parties.

17.5 Captions and Section Numbers. The titles of the sections, paragraphs and subparagraphs of this Lease are for convenience of reference only and are not to be considered in construing this Lease.

17.6 Confirmation of Dates. Promptly after the occurrence of any date relevant to the Parties' rights or obligations under this Lease, the Parties shall enter into a memorandum reasonably satisfactory to each of them (and in recordable form, if appropriate), memorializing such date. The failure of the Parties to enter into any such memorandum shall not invalidate or in any way diminish the effectiveness of the actual date(s) to be set forth in the memorandum.

17.7 Construction. This Lease shall be subject to the following rules of construction, unless the context clearly indicates to the contrary:

(a) The term "including" or "include" means "including, but not limited to."

(b) All pronouns and any variations thereof shall be deemed to refer to the

masculine, feminine, singular or plural as the context may require.

(c) Whenever the singular number is used in this Lease, the same shall include the plural and vice versa as the context may require.

(d) Unless otherwise indicated, references to a section, schedule, or exhibit means a section, schedule, or exhibit of this Lease.

17.8 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any Party shall be considered to have the same binding effect as an original signature.

17.9 Covenants in Subcontracts. All obligations imposed on Tenant under this Lease pertaining to the maintenance and operation of the Premises are deemed to include a covenant by Tenant to insert appropriate provisions in all subcontracts covering work under this Lease and to enforce compliance of all subcontractors with the requirements of those provisions.

17.10 Entire Agreement. This Lease, together with all exhibits attached hereto, embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by either Party, relative to the subject matter hereof which are not expressly set forth herein. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the Parties and supersedes all previous written or oral agreements regarding the subject matter hereof.

17.11 Force Majeure. Whenever a period of time is provided in this Lease for either Party to do or perform any act or thing, such Party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the Party, and in any such event the time period shall be extended for the amount of time the Party is so delayed.

17.12 Governing Law. This Lease shall be governed by, and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to the choice of law provisions of the State of Illinois.

17.13 Jurisdiction, Venue and Forum. Each Party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Lease shall be litigated only in courts within Chicago, Illinois. Each Party hereby consents to the jurisdiction of any local, state or federal court located within Chicago, Illinois, and hereby waives any objections each Party may have based on improper venue or *forum non conveniens* to the conduct of any proceeding instituted hereunder. Neither Party waives any right to seek a jury trial, if such right is available.

17.14 Limitation of Liability. No official or employee of the City shall be personally liable to Tenant 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 Tenant from the City or any successor in interest or on any obligation under the terms of this Lease.

17.15 Limitation to Capacity as the Landlord. The Parties acknowledge that all references to the "City" herein shall refer only to the City in its capacity as the landlord under this Lease. The term "City" and the duties and rights assigned to it under this Lease exclude any action, omission or duty of the City when performing its governmental functions. Any action, omission or circumstance arising out of the performance by the City of the City's governmental functions shall not cause or constitute a default by the City under this Lease or give rise to any rights or Claims against the City in its capacity as the landlord hereunder, it being acknowledged that Tenant's remedies for any injury, damage or other claim resulting from any such action, omission or circumstances arising out of the governmental functions of the City shall be governed by the laws and regulations concerning Claims against the City as a governmental authority.

17.16 Municipal Marketing Efforts. The City shall have the right, at the City's sole discretion, but not the obligation, to install a digital advertising sign on the Premises as part of the City's municipal marketing efforts, subject to the separate approval of City Council.

17.17 No Other Rights. This Lease does not give the Tenant any other right with respect to the Premises, including, but not limited to, closure of streets, sidewalks, or other public thoroughfares. Any rights not specifically granted to Tenant by and through this document are reserved exclusively to City. Execution of this Lease does not obligate the City in any manner and the City shall not undertake any additional duties or services including, but not limited to, custodial services, maintenance, security, or snow removal.

17.18 No Principal/Agent or Partnership Relationship. Nothing in this Lease shall be deemed or construed by the Parties, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the Parties or otherwise, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contracting parties. Nothing in this Lease is intended nor shall be deemed to grant to either Party any power, right or authority to bind or otherwise contractually obligate the other Party.

17.19 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable Laws, and all such rights, powers and remedies are intended to be limited to the extent necessary so that they shall not render this Lease invalid or unenforceable under any applicable Laws.

17.20 Recording. Either Party may record this Lease or any amendment hereto in the Office of the Recorder of Deeds of Cook County, Illinois.

17.21 Rule of Construction Inapplicable. The Parties acknowledge and confirm that their respective attorneys have participated jointly in the review and revision of this Lease and that this Lease has not been written solely by counsel for one of the Parties. The Parties therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting Party shall not be employed in the interpretation of this Lease to favor either Party against the other.

17.22 Severability. If any provision of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.23 Survival. Each provision of this Lease containing rights and obligations that by their nature require the payment of money or the performance of obligations after the expiration or earlier termination of the Term shall survive any such expiration or earlier termination. Any express statement of survival contained in any section shall not be construed to affect the survival of any other section, which shall be determined under this section.

17.24 Third Party Beneficiaries. This Lease is not intended to confer upon any person or entity other than the Parties, any rights or remedies hereunder.

17.25 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

BY: DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
BY: DEPARTMENT OF LAW

By: _____
Senior Counsel

TENANT:

NORTHWESTERN MEMORIAL HEALTHCARE,
an Illinois Not-for-Profit Corporation

By: _____

Name: _____

Title: _____

(Sub)Exhibits "A", "B" and "C" referred to in this Lease Agreement With Northwestern Memorial Healthcare read as follows:

(Sub)Exhibit "A".
(To Lease Agreement With Northwestern Memorial Healthcare)

Legal Description Of Property.

Legal Description:

[to come].

Address:

4727 -- 4759 South Cottage Grove Avenue
Chicago, Illinois 60615.

Property Index Numbers:

20-11-100-015-0000;

20-11-100-016-0000;

20-11-100-017-0000;

20-11-100-018-0000;

20-11-100-019-0000;

20-11-100-020-0000; and

20-11-100-021-0000.

(Sub) Exhibit "B".
(To Lease Agreement With Northwestern Memorial Healthcare)

City Requirements.

1. Conflict Of Interest And Governmental Ethics.

(a) Conflict Of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial

interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Lease.

(b) Duty To Comply With Governmental Ethics Ordinance. The City and Tenant shall comply with Chapter 2-156 of the Municipal Code, "Governmental Ethics", including but not limited to Section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

2. Business Relationships. Tenant 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 Lease, 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 Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

3. Patriot Act Certification. Tenant represents and warrants that neither Tenant nor any Affiliate (as hereafter defined) thereof 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. As used in this section, an "Affiliate" shall be deemed to be a person or entity related to Tenant that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Tenant, 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.

4. Prohibition On Certain Contributions -- Mayoral Executive Order Number 2011-4. Tenant agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's contractors (i.e., any person or entity in direct contractual privity with Tenant regarding the subject matter of this Lease) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Subowners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Lease by Tenant, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease 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.

Tenant represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Tenant, or the date Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant 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.

Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 2011-4.

Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, noncompliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order Number 2011-4 constitutes a breach and default under this Lease, 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 Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Lease, the City may elect to decline to execute this Lease.

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 Tenant 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.

5. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code, Tenant 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 Chapter 7-28 or Chapter 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Lease is executory, Tenant's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Lease, constitutes a breach of and an event of default under this Lease, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Lease, at law or in equity. This section does not limit Tenant's, general contractor's and its subcontractors' duty to comply with all applicable federal state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Lease. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Lease and may further affect Tenant's eligibility for future contract awards.

6. Failure To Maintain Eligibility To Do Business With The City. Failure by Tenant 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 Lease and the transactions contemplated thereby. Tenant shall at all times comply with Section 2-154-020 of the Municipal Code.

7. Cooperation With Office Of Inspector General. It is the duty of Tenant and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, 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. Tenant represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that Tenant will inform its contractors and subcontractors of this provision and require their compliance.

8. 2014 Hiring Plan Prohibitions.

(a) 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 Number 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.

(b) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire any individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by the City or City employees. Any and all personnel provided by Tenant under this Lease are employees or subcontractors of Tenant, not employees of the City. This Lease 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 Tenant.

(c) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, 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 Lease, 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.

(d) In the event of any communication to Tenant by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Tenant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Lease. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

(Sub)Exhibit "C".
(To Lease Agreement With Northwestern Memorial Healthcare)

Insurance Requirements.

Tenant shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Lease and on any earlier date Tenant or its contractors are permitted to enter onto the Premises, and until each and every obligation of Tenant contained in this Lease has been fully performed (including any time period following the expiration or termination date if Tenant is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance,

insuring all operations under this Lease, with insurance companies authorized to do business in the State of Illinois; provided, however, Tenant's coverage may be provided through its captive insurance company, Northwestern Medicine Insurance Company. For the purpose of this (Sub)Exhibit C, the term "contractors" shall also include licensees occupying the Premises:

(a) Workers' Compensation And Employer's Liability Insurance.

Tenant shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers' compensation and employers' risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Lease. A waiver of subrogation in favor of City is required.

(b) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance, insuring against any and all liability of the City and Tenant including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury, with limits of not less than $5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Lease. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to the City, its agents, and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability". The City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from this Lease.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

(d) Coverage Of The Premises.

Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss-Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(e) All Risk Builder's Risk Insurance.

Before commencing any construction, including improvements, betterments or repairs, Tenant shall provide All Risk Builder's Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the Building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this (Sub)Exhibit C. For the avoidance of doubt, Tenant shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

Other Terms Of Insurance.

(a) Tenant will furnish the City of Chicago, Department of Fleet and Facility Management, Bureau of Asset Management, 2 North LaSalle Street, Suite 200, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit evidence on insurance prior to occupancy of the Premises. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of City to obtain certificates or other evidence of insurance from Tenant shall not be deemed to be a waiver by the City. Tenant shall advise all insurers of the provisions in this Lease regarding insurance. Nonconforming insurance shall not relieve Tenant of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Tenant.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Lease, Tenant hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Tenant or anyone claiming through or under Tenant by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Lease, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Tenant will notify its insurers of this Lease. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Tenant is required or has elected to insure shall be subject to this waiver of subrogation.

(e) Tenant expressly understands and agrees that any coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within this Lease or by Law.

(f) Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Tenant under this Lease.

(g) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of Law.

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Lease to change the amounts and types of insurance required hereunder.

(i) If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancies outside this Lease, Tenant shall give the City prompt, written notice of any incident, occurrence, claim, settlement, or judgment against such insurance which in Tenant's best judgment may diminish the protection such insurance affords the City. Tenant shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

*(f) Tenant shall be responsible for all loss or damage to Tenant's Personal Property (including but not limited to materials, equipment, tools and supplies).

(j) Tenant's failure to procure or maintain required insurance shall constitute a material breach of this Lease under which the City may immediately terminate this Lease, or, at its discretion, procure or renew such insurance to protect its interest and pay any and all premiums in connection therewith, and recover all monies so paid from Tenant. If the City elects to terminate this Lease, Tenant agrees to promptly cease all operations and activities under this Lease and to peacefully surrender the Premises.

FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT WITH CHICAGO PARK DISTRICT FOR USE OF CITY-OWNED PROPERTY AT 5801 N. PULASKI RD.

[O2024-0008970]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 15, 2024.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 15, 2024 and to which was referred an ordinance introduced by the Department of Fleet and Facility Management for the first amendment to an intergovernmental agreement with the Chicago Park District for the use of City-owned property at 5801 North Pulaski Road (39th Ward) (O2024-0008970), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

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* Editor's Note: Numbering sequence error; (f) repeated in original document.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the 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 Chicago Park District (the "Park District") is a body politic and corporate unit of local government organized and existing under the Chicago Park District Act, 70 ILCS 1505, et seq., with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements; and

WHEREAS, The City is the owner of the real property located at 5801 North Pulaski Road, partial PIN 13-02-300-010-0000, known as North Park Village (depicted in Exhibit A attached hereto and incorporated herein), which comprises approximately 151 acres of land bounded by Peterson Avenue on the north, Central Park Avenue on the east, Bryn Mawr Avenue on the south, and Pulaski Road on the west; and

WHEREAS, The City and Park District previously entered into an intergovernmental lease agreement dated May 1, 2010 (the "Lease") for the lease of certain premises (the "Premises") within the North Park Village described as follows:

The Nature Preserve measuring approximately 40.0 acres (including the 3,200-square-foot Nature Center), the Nature Study measuring approximately 11.3 acres; Peterson Park measuring approximately 24.0 acres; the first floor of Building J; and the Expansion Parcel measuring approximately 4.0 acres of vacant unimproved land immediately south of the Nature Preserve

; and

WHEREAS, The Lease expired on June 30, 2015 and the Park District continues its occupancy as a holdover tenant on a month-to-month basis; and

WHEREAS, The City acknowledges that the Park District has been using the following areas in the North Park Village without a lease and the City desires to approve such use: the basement and 2nd floor of Building J (the "Fieldhouse Expansion") for field house purposes, a shed located behind the Nature Center (the "Shed") for storage purposes, approximately 3900 square feet located entirely within the north wing of the first floor of the administration building located in Building C (the "Administration Building") for office purposes and conference room 101 located in the south wing of the administration building located in Building C (together with the Administration Building, the "Administration Building Office Space") for office purposes, and a 13,500-square-foot parking lot lying west of Building K and depicted as "Parking Lot" on Exhibit A (the "Building K Parking Lot", and together with the Fieldhouse Expansion, the Shed, the Administration Building Office Space, the "Expansion of Premises"), for parking; and

WHEREAS, The City acknowledges that the Park District altered, added, and improved the Administration Building Office Space and the Fieldhouse Expansion without the City's prior written consent, and the City desires to give its consent; and

WHEREAS, The Park District desires to amend the Lease to include the Expansion of Premises for the purposes set forth above and obtain the City's consent for the ongoing use of, alteration, addition, and improvement to the Expansion of Premises, and the City has determined these uses, alterations, additions, and improvements are acceptable; and

WHEREAS, The Illinois Intergovernmental Cooperation Act (5 ILCS 220, et seq.) authorizes municipalities and other branches of government to collaborate jointly in the efficient and cost-effective delivery of public services; and

WHEREAS, City and Park District wish to renew and amend the Lease to extend the term of the Lease until December 31, 2030 and add the Expansion of Premises to the grant, and for other purposes as more fully set forth herein; and

WHEREAS, On April 10, 2019, the Park District's Board of Commissioners approved the extension of the Lease and Expansion of Premises in the North Park Village; and

WHEREAS, The cooperation contemplated herein between the City and Park District is related to the government and affairs of the City; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Commissioner of the Department of Fleet and Facility Management ("Commissioner of 2FM"), or a designee of the Commissioner of 2FM, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute an amendment to the Lease with the Park District substantially in the form of Exhibit B, which is attached hereto and incorporated herein ("First Amendment to the Intergovernmental Lease Agreement").

SECTION 3. The Commissioner of 2FM, or a designee of the Commissioner of 2FM, is authorized to take such actions and, subject to the approval of the Corporation Counsel, make such agreements as may be necessary and appropriate to implement the intention of this ordinance.

SECTION 4. 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 5. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

[Exhibit "A" referred to in this ordinance printed on page 11955 of this "*Journal.*"]

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

Exhibit "B".
(To Ordinance)

First Amendment To Intergovernmental Lease Agreement.

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT** (this "**First Amendment**") is made on or as of _____, 2024, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation (the "**City**"), acting by and through its Department of Fleet and Facility Management as successor department to its Department of General Services (together, with any successor department thereto, the "**Department**"), and **CHICAGO PARK DISTRICT**, an Illinois municipal corporation (the "**Park District**").

RECITALS

WHEREAS, the City is the owner of the real property located at 5801 North Pulaski Road, commonly known as North Park Village, comprised of approximately 151 acres of land bounded by Peterson Avenue on the north, Central Park Avenue on the east, Bryn Mawr Avenue on the south, and Pulaski Road on the west ("**North Park Village**"); and

WHEREAS, North Park Village contains various uses including residential, office, environmental conservation, parks and open space, all as depicted on the site plan attached hereto as **Exhibit A** (the "**Site Plan**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20045, dated October 31, 2000, governing the Park District's use of 24 acres of land within North Park Village depicted on the Site Plan as Peterson Park and legally described on **Exhibit B** attached hereto (such depicted and described land, "**Peterson Park**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20049, dated October 25, 2000, governing the Park District's use of the 1st floor of that certain 14,000 square foot 2-story building with basement located within Peterson Park and depicted as Building J on the Site Plan (such 1st floor, the "**Original Fieldhouse**"); and

WHEREAS, the City and the Park District were parties to Lease No. 20153, dated April 13, 2004, governing the Park District's use of 40.3 acres of land within North Park Village depicted on the Site Plan as the Nature Preserve and legally described on **Exhibit C** attached hereto (such depicted and described land, the "**Nature Preserve**"), a 3,200 square foot building located within the Nature Preserve depicted as Building D on the Site Plan (the "**Nature Center**"), and 11.3 acres of land within North Park Village depicted on the Site Plan as the Nature Study and legally described on **Exhibit D** attached hereto (such depicted and described land, the "**Nature Study**"); and

WHEREAS, Lease No. 20045, Lease No. 20049, and Lease No. 20153 all expired on November 30, 2009, and the Park District continued its occupancy of Peterson Park, the Original Fieldhouse, the Nature Preserve, the Nature Center, and the Nature Study (collectively, the "**Original Premises**") as a holdover tenant on a month-to-month basis; and

WHEREAS, in order to replace expired Leases 20045, 20049, and 20153, the City and the Park District entered into Lease No. 20252, dated May 1, 2010 (the "**Agreement**"), governing the Park District's continued use of the Original Premises as well as the Park District's commencement of use of 4.0 acres of vacant unimproved land lying south of the Nature Preserve depicted on the Site Plan as the Nature Preserve Expansion (such depicted land, the "**Nature Preserve Expansion**"); and

WHEREAS, the Agreement expired on June 30, 2015, and the Park District continues its occupancy of both the Original Premises and the Nature Preserve Expansion as a holdover tenant on a month-to-month basis; and

WHEREAS, the City acknowledges that the Park District has been occupying the basement and 2nd floor of Building J for field house purposes (the "**Fieldhouse Expansion**" and together with the Original Fieldhouse, the "**Peterson Park Fieldhouse**") without the Department's prior written consent, and the City desires to give its consent to such use; and

WHEREAS, the City acknowledges that the Park District has been occupying a shed located behind the Nature Center (the "**Shed**") for storage purposes without the Department's prior written consent, and City desires to give its consent to such use; and

WHEREAS, the City acknowledges that the Park District made alterations, additions and improvements to and has been occupying approximately 3,990 square feet located entirely within the north wing of the 1st floor of that certain administration building located within North Park Village depicted as Building C on the Site Plan (the "**Administration Building**") for office purposes without the Department's prior written consent, and City desires to give its consent to such use, alteration, improvements, and additions; and

WHEREAS, the City acknowledges that the Park District also made alterations, additions and improvements to and has been occupying that certain conference room in the south wing of the Administration Building known as Room 101 for office purposes without the Department's prior written consent, and City desires to give its consent to such use, alteration, improvements, and additions; and

WHEREAS, the 3,990 square feet located entirely within the north wing of the 1st floor of the Administration Building and the conference room in the south wing of the Administration Building known as Room 101 shall be referred to herein as the "**Administration Building Office Space**"; and

WHEREAS, the City acknowledges that Park District has been using that certain 13,500 square foot parking lot depicted as Parking Lot on the Site Map and lying west of that certain engineering/boiler plant depicted as Building K on the Site Plan (the "**Building K Parking Lot**") for parking purposes without the Department's prior written consent, and City desires to give its consent to such use; and

WHEREAS, the Park District desires to amend the Agreement to include the Fieldhouse Expansion, the Shed, the Administration Building Office Space, and the Building K Parking Lot

for the purposes set forth above, and the City has determined those proposed purposes are acceptable; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220 *et. seq.*) authorizes municipalities and other branches of government to collaborate jointly in the efficient and cost-effective delivery of public services; and

WHEREAS, the City and the Park District wish to renew and amend the Agreement to extend the Term of the Agreement, allow the Park District to lease the Fieldhouse Expansion, the Shed, the Administration Building Office Space, and the Building K Parking Lot, approve prior use, alterations, additions and improvements to the Premises (as defined in Section 2(c)(i) herein) and for other purposes as more fully set forth below; and

WHEREAS, on April 10, 2019, the Park District's Board of Commissioners approved an ordinance authorizing the Park District to enter into this First Amendment; and

WHEREAS, on _____, 2024, the City Council of the City (the "**City Council**") approved an ordinance published at page _____ to _____ of the Journal of Proceedings of the City Council authorizing the City to enter into this First Amendment.

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties agree and covenant as follows:

1. Incorporation of Recitals. The foregoing recitals constitute an integral part of this First Amendment and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties. All capitalized terms used but not otherwise defined herein shall have the same meanings given to said terms in the Agreement.

2. Amendment of Agreement. The City and the Park District hereby agree to amend the Agreement as follows:

    a. Department of Fleet and Facilities Management. All references to the Department of General Services in the Agreement shall mean the Department.

    b. Exhibits. The Agreement is hereby amended by deleting Exhibit A attached thereto, and replacing it with Exhibit A (Site Plan) attached hereto and incorporated herein, and adding Exhibit B (Legal Description of Peterson Park), Exhibit C (Legal Description of Nature Preserve), and Exhibit D (Legal Description of Nature Study) each attached hereto and incorporated herein.

    c. Grant.

        i. Section 1.1 is hereby amended by deleting it in its entirety and replacing it with the following:

The City hereby authorizes the Park District to use the following premises as situated in North Park Village: (1) Peterson Park; (2) the Peterson Park Fieldhouse; (3) the Nature Preserve; (4) the Nature Center; (5) the Nature Study; (6) the Nature Preserve Expansion; (7) the Shed; (8) the Administration Building Office Space; and (9) the Building K Parking Lot (collectively, the "**Premises**"), and Park District hereby accepts use of the Premises.

ii. Section 1.2 is hereby added and reads as follows:

The City hereby grants its consent to the Park District's prior use and occupation of and the Park District's prior alterations, additions and improvements to the Fieldhouse Expansion, the Shed, the Administration Building Office Space and the Building K Parking Lot. Such consent is retroactively effective with the same force and effect as if such consent was granted on the Effective Date and, therefore, subject to the terms of the Agreement, as amended herein.

d. Term. Section 2 is hereby amended by removing the stricken language and by adding the following underlined language:

The term of this Agreement ("**Term**") shall commence on the Effective Date and shall terminate on ~~June 30, 2015~~December 31, 2030, unless sooner terminated as set forth in this Agreement.

e. Leasehold Taxes. Section 4.3 is hereby amended by adding the following underlined language:

Park District shall pay when due any and all leasehold taxes or other taxes assessed or levied on the Premises on account of this Agreement or Park District's use of the Premises. Park District shall cooperate with City in resolving any leasehold or other tax issues that may arise. Notwithstanding the foregoing, nothing contained herein shall preclude Park District from contesting any charge or tax levied against the Premises. The failure of Park District to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Agreement. If the Park District's contest is unsuccessful, the Park District shall promptly pay any such taxes assessed or levied on the Premises.

f. Park District's Ethics Ordinance. Section 8.3 is hereby added and reads as follows:

The Park District's Ethics Code, Chapter III of the Code of the Chicago Park District, as may be amended from time to time, shall be incorporated into and made part of this Agreement. Notwithstanding the foregoing, nothing in Chapter III of the Park District's Ethics Code is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

g. Public Officers Prohibited Activities Act. Section 8.4 is hereby added and reads as follows:

This Agreement shall not be legally binding on either Party if entered into in violation of the Public Officer Prohibited Activities Act, 50 ILCS 105/.01 *et seq.* (the "**Act**"), as the Act may be amended from time to time.

h. Notices. Section 10.1 is hereby deleted in its entirety and the following substituted:

All notices, demands or requests which may be or are required to be given, demanded or requested by either Party to the other shall be in writing and addressed to the Parties at their respective addresses set forth below by any of the following means: (a) personal service, (b) email, or (c) registered or certified first class mail, postage prepaid, return receipt requested. Any communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon transmission by email, respectively, provided that such email transmission occurs prior to or at 5:00 p.m. on a business day. If such email transmission occurs 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 communication given pursuant to clause (c) shall be deemed received two (2) 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.

Notice to the City shall be addressed to:

City of Chicago
Department of Fleet and Facility Management
2 North LaSalle - Suite 200
Chicago, Illinois 60602
Attn: Commissioner

with copies addressed to:

Director of North Park Village
Department of Fleet and Facility Management
5801 North Pulaski
Chicago, Illinois 60646

Notice to the Park District shall be to:

General Superintendent
Chicago Park District
4830 S. Western Avenue
Chicago, IL 60609

with a copy to:

General Counsel
Chicago Park District
4830 S. Western Avenue
Chicago, IL 60609

i. Amendments. Section 10.12 is hereby amended by adding the underlined language as follows:

From time to time, the Parties hereto may administratively amend this Agreement with respect to any provisions reasonably related to Park District's use of the Premises and/or City's administration of this Agreement. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein, unless so approved by the City Council. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and Park District. Such amendment(s) shall only take effect upon execution by both Parties. Upon execution, such amendment(s) shall become a part of this Agreement and all other non-impacted provisions of this Agreement shall otherwise remain in full force and effect.

j. Grant of Conservation Right in Form of Easement. Section 10.15 is hereby amended by adding the following underlined language and removing the stricken language:

Park District has received a copy of the Grant of Conservation Right in the Form of an Easement dated February 16, 1989, and recorded in the Office of the Clerk of Cook County as document number 89235785, as amended by that certain Amended and Restated Grant of Conservation Right in the Form of an Easement dated October 22, 2020, and recorded in the Office of the Clerk of Cook County as document number 2108934027, and as may be amended thereafter. ~~Tenant~~ Park District acknowledges that the Park District's use of the Premises is currently subject to such agreement's ~~Zone 1, 2, 3, 4, and 7~~ restrictions, as currently amended, and as may be amended from time to time.

k. Contingent Liability. Section 10.21 is hereby added and reads as follows:

The Parties agree that, in accordance with 70 ILCS 1505/17(i) *et seq.*, any expenditure, but not any performance obligation, beyond the Park District's current fiscal year shall be deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

3. Conflict. In case of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern and control.

4. Ratification and Binding Effect of the Agreement. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

5. 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. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

THE PARK DISTRICT'S SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the date first above written.

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By:

_____

Name: _____
General Superintendent and CEO

Attest:

_____

Name: _____
Secretary

THE CITY'S SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this First Amendment as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Julie Hernandez-Tomlin Department of Fleet and Facility Management Commissioner

[(Sub)Exhibit "A" referred to in this First Amendment to Intergovernmental Lease Agreement printed on page 11954 of this *Journal*.

(Sub)Exhibits "B", "C" and "D" referred to in this First Amendment to Intergovernmental Lease Agreement read as follows:

(Sub)Exhibit "B".
(To First Amendment To Intergovernmental Lease Agreement)

Legal Description Of Peterson Park.

Legal Description:

That part of the southwest quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, per grant of conservation easement recorded May 24, 1989 as Document 89-235785, described as follows: beginning at the intersection of the south line of West Peterson Avenue with the west line of North Central Park Avenue; thence south 88 degrees, 37 minutes, 24 seconds west on a bearing based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, along said north line, 667.81 feet; thence south 04 degrees, 33 minutes, 21 seconds west, 24.69 feet; thence south 24 degrees, 54 minutes, 24 seconds west, 11.00 feet; thence south 38 degrees, 33 minutes, 22 seconds west, 20.37 feet; thence south 31 degrees, 22 minutes, 41 seconds west, 30.55 feet; thence south 36 degrees, 14 minutes, 53 seconds west, 8.16 feet; thence south 31 degrees, 19 minutes, 15 seconds west, 10.86 feet; thence south 29 degrees, 41 minutes, 14 seconds west, 28.98 feet; thence south 26 degrees, 37 minutes, 51 seconds west, 9.79 feet; thence south 24 degrees, 25 minutes, 18 seconds west, 30.17 feet; thence south 30 degrees, 59 minutes, 39 seconds west, 10.03 feet; thence south 51 degrees, 13 minutes, 44 seconds west, 20.01 feet; thence south 62 degrees, 31 minutes, 53 seconds west, 19.62 feet; thence south 72 degrees, 08 minutes, 37 seconds west, 29.37 feet; thence south 09 degrees, 36 minutes, 44 seconds west, 20.87 feet; thence south 17 degrees, 56 minutes, 49 seconds west, 18.88 feet; thence south 29 degrees, 40 minutes, 23 seconds west, 9.70 feet; thence south 34 degrees, 26 minutes, 48 seconds west, 11.43 feet; thence south 38 degrees, 38 minutes, 23 seconds west, 20.59 feet; thence south 33 degrees, 22 minutes, 06 seconds west, 10.49 feet; thence south 23 degrees, 55 minutes, 28 seconds west, 10.74 feet; thence south 19 degrees, 52 minutes, 50 seconds west, 20.66 feet; thence south 39 degrees, 24 minutes, 40 seconds east, 52.23 feet; thence south 16 degrees, 31 minutes, 24 seconds east, 99.62 feet; thence south 19 degrees, 43 minutes, 23 seconds east, 19.19 feet; thence south 13 degrees, 00 minutes, 27 seconds east, 9.98 feet; thence south 00 degrees, 01 minute, 15 seconds west, 9.91 feet; thence south 13 degrees, 44 minutes, 20 seconds west, 9.23 feet; thence south 19 degrees, 21 minutes, 08 seconds west, 9.77 feet; thence south 22 degrees, 53 minutes, 36 seconds west, 61.69 feet; thence south 06 degrees, 50 minutes, 27 seconds west, 20.35 feet; thence south 04 degrees, 38 minutes, 12 seconds west, 31.11 feet; thence south 03 degrees, 23 minutes, 33 seconds east, 83.24 feet; thence south 24 degrees, 33 minutes, 15 seconds east, 10.99 feet; thence south 34 degrees, 24 minutes, 51 seconds east, 29.07 feet; thence south 45 degrees, 45 minutes, 38 seconds east, 10.02 feet; thence south 54 degrees, 09 minutes, 29 seconds east, 19.66 feet; thence south 01 degree, 15 minutes, 36 seconds west, 25.52 feet; thence south 01 degree, 25 minutes, 44 seconds west, 195.05 feet; thence south 01 degree, 48 minutes, 41 seconds east, 98.40 feet; thence south 00 degrees, 02 minutes, 16 seconds east, 93.82 feet; thence south 79 degrees, 35 minutes, 48 seconds east, 206.75 feet; thence south 82 degrees, 31 minutes, 29 seconds east, 326.99 feet; thence south 78 degrees, 45 minutes, 33 seconds east, 119.43 feet; thence south 80 degrees,

49 minutes, 59 seconds east, 21.12 feet; thence south 84 degrees, 40 minutes, 44 seconds east, 18.47 feet; thence north 89 degrees, 20 minutes, 18 seconds east, 41.17 feet; thence north 86 degrees, 15 minutes, 32 seconds east, 90.36 feet to said west line of North Central Park Avenue; thence north 01 degree, 39 minutes, 21 seconds west, 1,269.99 feet to the point of beginning.

Said parcel containing 22.570 acres, more or less.

Permanent Index Number:

13-02-300-010-0000 (partial).

(Sub)Exhibit "C".
(To First Amendment To Intergovernmental Lease Agreement)

Legal Description Of Nature Preserve.

Legal Description:

That part of the southwest quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, per grant of conservation easement recorded May 24, 1989 as Document 89-235785, described as follows: beginning at a point on the east line of North Pulaski Road, said point being 1,164.48 feet south from the intersection of said east line with the south line of West Peterson Avenue; thence north 01 degree, 32 minutes, 01 second west on a bearing based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, along said east line, 1,030.28 feet; thence north 62 degrees, 00 minutes, 35 seconds east, 96.17 feet; thence south 01 degree, 32 minutes, 41 seconds east, 55.00 feet; thence north 88 degrees, 36 minutes, 17 seconds east, 70.00 feet; thence north 01 degree, 32 minutes, 41 seconds west, 146.09 feet; thence north 88 degrees, 37 minutes, 24 seconds east, 1,758.93 feet; thence south 04 degrees, 33 minutes, 21 seconds west, 24.69 feet; thence south 24 degrees, 54 minutes, 24 seconds west, 11.00 feet; thence south 38 degrees, 33 minutes, 22 seconds west, 20.37 feet; thence south 31 degrees, 22 minutes, 41 seconds west, 30.55 feet; thence south 36 degrees, 14 minutes, 53 seconds west, 8.16 feet; thence south 31 degrees, 19 minutes, 15 seconds west, 10.86 feet; thence south 29 degrees, 41 minutes, 14 seconds west, 28.98 feet; thence south 26 degrees, 37 minutes, 51 seconds west, 9.79 feet; thence south 24 degrees, 25 minutes, 18 seconds west, 30.17 feet; thence south 30 degrees, 59 minutes, 39 seconds west, 10.03 feet; thence south 51 degrees, 13 minutes, 44 seconds west, 20.01 feet; thence south 62 degrees, 31 minutes, 53 seconds west, 19.62 feet; thence south 72 degrees, 08 minutes, 37 seconds west, 29.37 feet; thence south 09 degrees, 36 minutes, 44 seconds west, 20.87 feet; thence south 17 degrees, 56 minutes, 49 seconds west, 18.88 feet; thence south 29 degrees, 40 minutes, 23 seconds west, 9.70 feet; thence south 34 degrees, 26 minutes, 48 seconds west, 11.43 feet; thence south 38 degrees, 38 minutes, 23 seconds west, 20.59 feet; thence south 33 degrees, 22 minutes, 06 seconds west, 10.49 feet; thence south 23 degrees, 55 minutes, 28 seconds west,

10.74 feet; thence south 19 degrees, 52 minutes, 50 seconds west, 20.66 feet; thence south 39 degrees, 24 minutes, 40 seconds east, 52.23 feet; thence south 16 degrees, 31 minutes, 24 seconds east, 99.62 feet; thence south 19 degrees, 43 minutes, 23 seconds east, 19.19 feet; thence south 13 degrees, 00 minutes, 27 seconds east, 9.98 feet; thence south 00 degrees, 01 minute, 15 seconds west, 9.91 feet; thence south 13 degrees, 44 minutes, 20 seconds west, 9.23 feet; thence south 19 degrees, 21 minutes, 08 seconds west, 9.77 feet; thence south 22 degrees, 53 minutes, 36 seconds west, 61.69 feet; thence south 06 degrees, 50 minutes, 27 seconds west, 20.35 feet; thence south 04 degrees, 38 minutes, 12 seconds west, 31.11 feet; thence south 03 degrees, 23 minutes, 33 seconds east, 83.24 feet; thence south 24 degrees, 33 minutes, 15 seconds east, 10.99 feet; thence south 34 degrees, 24 minutes, 51 seconds east, 29.07 feet; thence south 45 degrees, 45 minutes, 38 seconds east, 10.02 feet; thence south 54 degrees, 09 minutes, 29 seconds east, 19.66 feet; thence south 01 degree, 15 minutes, 36 seconds west, 25.52 feet; thence north 76 degrees, 08 minutes, 30 seconds west, 8.10 feet; thence north 83 degrees, 21 minutes, 41 seconds west, 7.56 feet; thence south 75 degrees, 38 minutes, 52 seconds west, 10.04 feet; thence south 70 degrees, 35 minutes, 41 seconds west, 29.88 feet; thence south 67 degrees, 02 minutes, 27 seconds west, 10.24 feet; thence south 62 degrees, 24 minutes, 00 seconds west, 9.61 feet; thence south 56 degrees, 45 minutes, 15 seconds west, 30.21 feet; thence south 73 degrees, 13 minutes, 11 seconds west, 9.65 feet; thence south 81 degrees, 45 minutes, 45 seconds west, 9.81 feet; thence north 83 degrees, 22 minutes, 40 seconds west, 10.05 feet; thence north 75 degrees, 04 minutes, 50 seconds west, 19.55 feet; thence north 79 degrees, 41 minutes, 32 seconds west, 10.26 feet; thence south 84 degrees, 36 minutes, 56 seconds west, 10.24 feet; thence south 68 degrees, 40 minutes, 35 seconds west, 10.30 feet; thence south 58 degrees, 40 minutes, 10 seconds west, 9.52 feet; thence south 18 degrees, 07 minutes, 35 seconds west, 10.33 feet; thence south 08 degrees, 04 minutes, 06 seconds west, 9.33 feet; thence south 08 degrees, 48 minutes, 44 seconds east, 10.21 feet; thence south 15 degrees, 14 minutes, 54 seconds east, 20.17 feet; thence south 10 degrees, 54 minutes, 38 seconds west, 10.41 feet; thence south 23 degrees, 48 minutes, 30 seconds west, 10.53 feet; thence south 35 degrees, 27 minutes, 02 seconds west, 8.77 feet; thence south 46 degrees, 40 minutes, 10 seconds west, 9.33 feet; thence south 63 degrees, 51 minutes, 53 seconds west, 10.67 feet; thence south 78 degrees, 32 minutes, 36 seconds west, 9.52 feet; thence south 84 degrees, 27 minutes, 47 seconds west, 9.97 feet; thence north 78 degrees, 10 minutes, 23 seconds west, 19.98 feet; thence north 87 degrees, 17 minutes, 57 seconds west, 9.50 feet; thence south 72 degrees, 25 minutes, 40 seconds west, 10.32 feet; thence south 31 degrees, 37 minutes, 40 seconds west, 9.74 feet; thence south 20 degrees, 06 minutes, 57 seconds west, 10.61 feet; thence south 40 degrees, 03 minutes, 07 seconds west, 9.20 feet; thence south 62 degrees, 03 minutes, 48 seconds west, 10.38 feet; thence north 87 degrees, 11 minutes, 54 seconds west, 9.42 feet; thence north 78 degrees, 19 minutes, 57 seconds west, 9.13 feet; thence north 67 degrees,55 minutes, 44 seconds west, 40.39 feet; thence north 62 degrees, 25 minutes, 47 seconds west, 20.00 feet; thence north 59 degrees, 42 minutes, 57 seconds west, 39.40 feet; thence south 63 degrees, 44 minutes, 32 seconds west, 187.40 feet; thence north 20 degrees, 15 minutes, 02 seconds west, 53.39 feet; thence south 62 degrees, 08 minutes, 21 seconds west, 505.23 feet; thence north 72 degrees, 34 minutes, 51 seconds west, 197.17 feet; thence south 64 degrees, 13 minutes, 09 seconds west, 132.28 feet; thence south 67 degrees, 10 minutes, 49 seconds west, 96.10 feet; thence south 68 degrees, 56 minutes, 10 seconds west, 19.84 feet; thence south 73 degrees, 27 minutes, 13 seconds west, 9.86 feet; thence south 84 degrees, 43 minutes, 02 seconds west, 19.40 feet; thence south 86 degrees, 46 minutes, 12 seconds west, 16.07 feet; thence south 86 degrees, 44 minutes, 16 seconds west, 284.96 feet to the point of beginning.

Said parcel containing 40.738 acres, more or less.

Permanent Index Number:

13-02-300-010-0000 (partial).

(Sub)Exhibit "D".
(To First Amendment To Intergovernmental Lease Agreement)

Legal Description Of Nature Study.

Legal Description:

That part of the southwest quarter of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, per grant of conservation easement recorded May 24, 1989 as Document 89-235785, described as follows: beginning at the intersection of the north line of West Bryn Mawr Avenue with the west line of North Central Park Avenue; thence south 88 degrees, 34 minutes, 05 seconds west on a bearing based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, along said north line, 507.20 feet; thence north 01 degree, 39 minutes, 41 seconds west, 383.58 feet; thence south 88 degrees, 33 minutes, 18 seconds west, 400.00 feet; thence north 01 degree, 39 minutes, 41 seconds west, 200.00 feet; thence north 88 degrees, 33 minutes, 18 seconds east, 645.73 feet; thence north 01 degree, 22 minutes, 44 seconds west, 232.77 feet; thence north 88 degrees, 37 minutes, 16 seconds east, 44.22 feet; thence north 01 degree, 22 minutes, 44 seconds west, 53.23 feet; thence north 88 degrees, 37 minutes, 16 seconds east, 94.97 feet; thence north 01 degree, 43 minutes, 00 seconds west, 416.67 feet; thence north 89 degrees, 20 minutes, 18 seconds east, 31.10 feet; thence north 86 degrees, 15 minutes, 32 seconds east, 90.36 feet to said west line of North Central Park Avenue; thence south 01 degree, 39 minutes, 21 seconds east along said west line, 1,289.41 feet to the point of beginning.

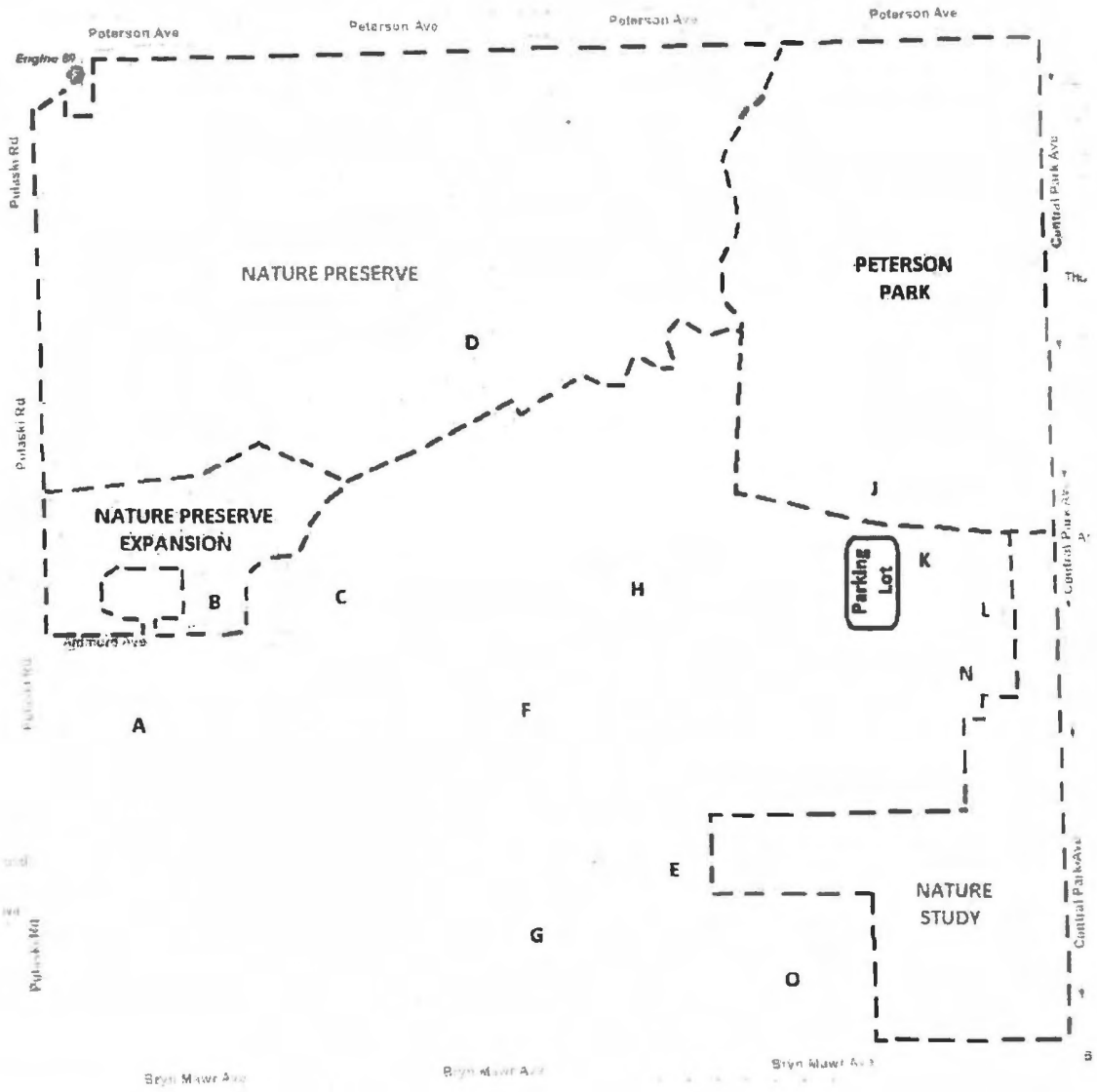
Said parcel containing 11.452 acres, more or less.

Permanent Index Number:

13-02-300-010-0000 (partial).

(Sub)Exhibit "A".
(To First Amendment To Intergovernmental Lease Agreement)

Site Plan.

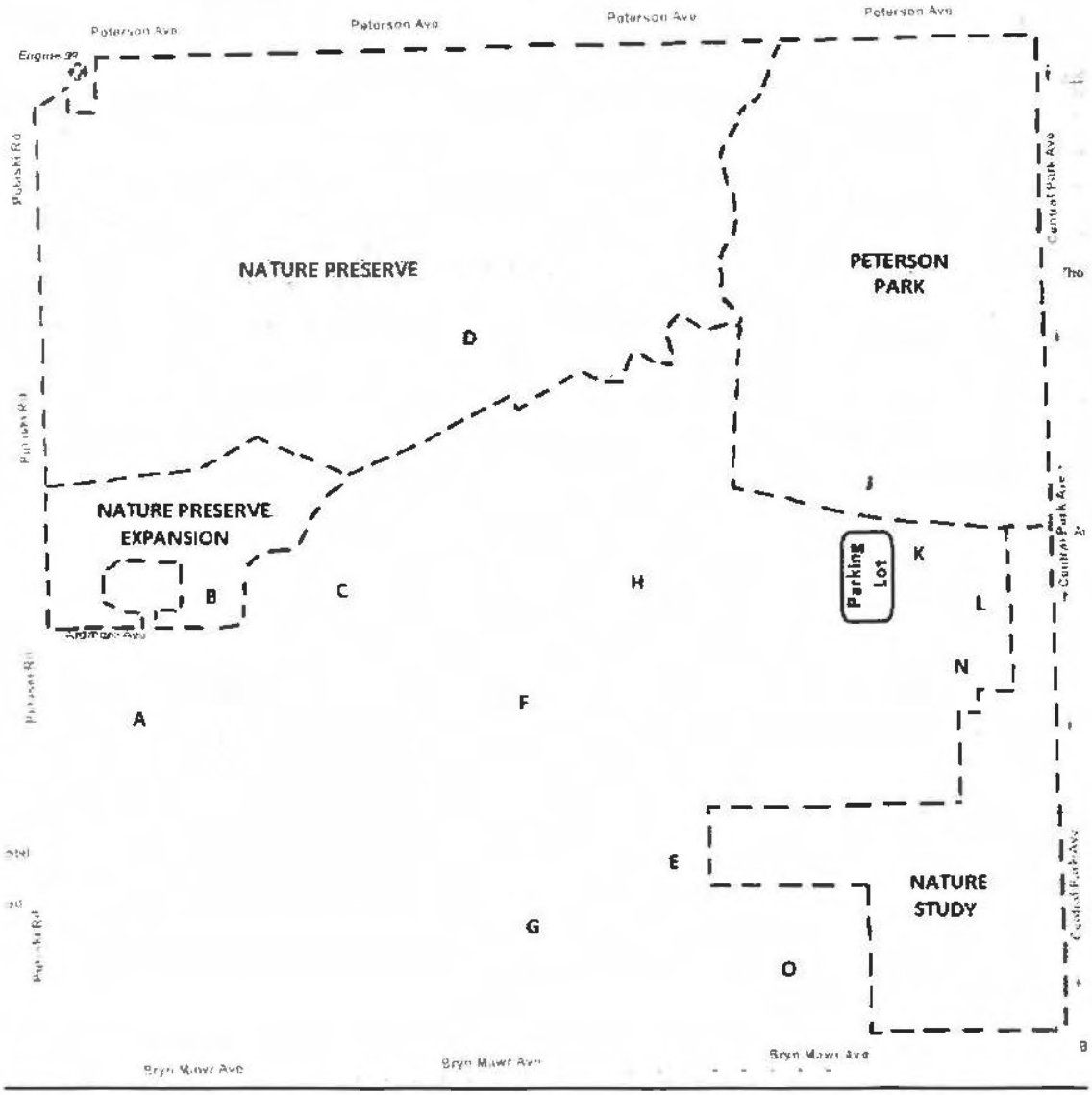


Map Legend:

A – Health Center
B – Gymnastics Center (Not Part of the Nature Preserve Expansion)
C – Administration Building
D – Nature Center
E – Prete Apartments
F – Chapel
G – Senate Apartments
H – North Park Village Apartments
J – Peterson Park Field House
K – Engineering / Boiler Plant
L – Garage
N –Vacant Building
O – Northside Learning Center

Exhibit "A".
(To Ordinance)

Depiction Of North Park Village.



Map Legend:

A – Health Center
B – Gymnastics Center (Not Part of the Nature Preserve Expansion)
C – Administration Building
D – Nature Center
E – Prete Apartments
F – Chapel
G – Senate Apartments
H – North Park Village Apartments
J – Peterson Park Field House
K – Engineering / Boiler Plant
L – Garage
N – Vacant Building
O – Northside Learning Center

COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

[F2024-0009725]

The Committee on Immigrant and Refugee Rights submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on Immigrant and Refugee Rights in response to Rule 41 Failure to Report Response Request by Alderman Lopez:

R2023-0001265 -- Call for hearing(s) with Chicago Police Department and Chicago Law Department regarding status of U Nonimmigrant Status certifications, policies for approval/denial and collection of data.

R2024-0007367 -- Call for U.S. President Biden and Secretary of Homeland Security to process requests for temporary protective status to Ecuadorian citizens migrating to United States.

These items will be discussed during the next Committee Meeting on June 6, 2024 following conversation with the sponsor of the legislation, and therefore there has been no recommendation to report until items are heard in Committee.

That concludes my report.

Yours In Service,

(Signed) ANDRE VASQUEZ,
Chair.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.36 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. CHICAGO AVE.

[O2024-0008861]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Gilbert Villegas (which was referred on April 17, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (1.36) to allow the issuance of additional alcoholic liquor licenses on a portion of West Chicago 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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.)

~~(1.36) On Chicago Avenue, from Wood Street to Damen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 38.17 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. IRVING PARK RD.

[O2024-0009004]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Nicholas Sposato (which was referred on April 19, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (38.17) to allow the issuance of additional alcoholic liquor licenses on a portion of West Irving Park 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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.)

~~(38.17) On Irving Park Road, from Menard Avenue to Austin Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 8.41(A) TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. STONY ISLAND AVE.

[O2024-0008962]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Michelle Harris (which was referred on April 17, 2024) to amend the Municipal Code of Chicago by adding new subsection 4-60-023 (8.41(a)) to disallow the issuance of additional package goods licenses on a portion of South Stony Island 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (8.41(a)), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 14, 2022 at page 58148, with the following underscored text:

4-60-023 (8.41(a)) On Stony Island Avenue, from 87th Street to 89th Street.

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 8.43 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. STONY ISLAND AVE.

[O2024-0008959]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Michelle Harris (which was referred on April 17, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (8.43) to allow the issuance of additional package goods licenses on a portion of South Stony Island 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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.)

~~(8.43) On Stony Island Avenue, from 93rd Street to 95th 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 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 8.7 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF E. 79TH ST.

[O2024-0008963]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Michelle Harris (which was referred on April 17, 2024) to amend the Municipal Code of Chicago by adding new subsection 4-60-023 (8.7) to disallow the issuance of additional package goods licenses on a portion of East 79th 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (8.7), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 23, 2022 at page 45206, with the following underscored text:

4-60-023 (8.7) On 79th Street, from Cregier Avenue to Stony Island Avenue.

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 10.259 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. COMMERCIAL AVE.

[O2024-0008839]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Peter Chico (which was referred on April 17, 2024) to amend the Municipal Code of Chicago by adding new subsection 4-60-023(10.259) to disallow the issuance of additional package goods licenses on a portion of South Commercial 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (10.259), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 12, 2019 at page 1014, with the following underscored text:

4-60-023 (10.259) On Commercial Avenue, from 89th Street to 91st Street.

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

AMENDMENT OF SECTION 4-60-025 OF MUNICIPAL CODE BY DISALLOWING ISSUANCE OF ADDITIONAL LATE-HOUR ALCOHOLIC LIQUOR LICENSES WITHIN 1ST WARD.

[O2024-0008642]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 April 17, 2024) to amend Section 4-60-025 of the Municipal Code of Chicago to disallow the issuance of additional late-hour alcoholic liquor licenses in the 1st Ward, 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 4-60-025 of the Municipal Code of Chicago is hereby amended by inserting the underscored language and removing the stricken language, as follows:

Subject to the provisions of Section 4-60-021, except for subsections 4-60-021(c)(1), (c)(2) and (c)(3), no additional late-hour license shall be issued for the sale of alcoholic liquor, for consumption on the premises, within the following areas of the city, designated as wards and bounded as provided in Article III of Chapter 2-8 of the Code: 1, 2, 19, 32, 42, 43, 44, 47 and 50.

SECTION 2. This ordinance shall be in force and take effect immediately upon its passage.

AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE BY PROHIBITING PEDDLING OF MERCHANDISE WITHIN 23RD WARD.

[O2024-0008773]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 22, 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 Silvana Tabares (which was referred on April 17, 2024) to amend Section 4-244-140 of the Municipal Code of Chicago to disallow peddling of merchandise within the 23rd Ward, 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 May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 4-244-140 of the Municipal Code is hereby amended by deleting the language struck though, and by inserting the language underscored, as follows:

4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the City Council. A description of such districts shall be kept in the office of the City Clerk.

(Omitted text is unaffected by this ordinance.)

(25) Peddling is prohibited at any time within the 23rd Ward, as described in Section 2-8-530. ~~boundaries:~~

~~beginning at the intersection of South Narragansett Avenue and West 65th Street; thence west on West 65th Street to South Harlem Avenue; thence north on South Harlem Avenue and following the city limit line to the Adlai E. Stevenson Expressway (I-55); thence northeast on the Adlai E. Stevenson Expressway (I-55) to South Cicero Avenue; thence south on South Cicero Avenue to West 43rd Street; thence east on West 43rd Street to the centerline of the Belt Railway of Chicago; thence south on the centerline of the Belt Railway of Chicago to West 47th Street; thence east on West 47th Street to South Kedvale Avenue; thence south on South Kedvale Avenue to West 51st Street; thence east on West 51st Street and West 51st Street extended and West 51st Street to the centerline of the Grand Trunk~~

~~Western Railroad; thence south on the centerline of the Grand Trunk Western Railroad to West 55th Place; thence west on West 55th Place to South Pulaski Road; thence north on South Pulaski Road to West 55th Street; thence west on West 55th Street to the centerline of the Belt Railway of Chicago; thence south on the centerline of the Belt Railway of Chicago to West 59th Street; thence west on West 59th Street to South Cicero Avenue; thence south on South Cicero Avenue to West 63rd Street; thence west on West 63rd Street to South Central Avenue; thence north on South Central Avenue to West 59th Street; thence west on West 59th Street to South Austin Avenue; thence south on South Austin Avenue to West 63rd Street; thence west on West 63rd Street to South Melvina Avenue; thence south on South Melvina Avenue to West 64th Street; thence west on West 64th Street to South Narragansett Avenue; thence south on South Narragansett Avenue to the place of beginning.~~

SECTION 2. This ordinance takes effect 10 days after its passage and publication.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

[F2024-0009728]

The Committee on License and Consumer Protection submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on License and Consumer Protection, in response to Rule 41 Failure to Report Response Request by Alderman Lopez:

O2023-0001258 -- Amendment of Municipal Code Sections 4-64-100 and 4-64-350 to prohibit sale of menthol-flavored tobacco or liquid nicotine products.

O2023-0002983 -- Amendment of Municipal Code Title 4 by adding new Chapter 4-401 entitled "Trade In Fur Products".

O2023-0002992 -- Amendment of Municipal Code Chapters 4-6, 4-156 and 8-12 to define, regulate and license video gaming terminals.

O2024-0007366 -- Amendment of Municipal Code Chapter 2-25 by adding new Section 2-25-095 prohibiting deceptive or excessive consumer fees.

These items have not been discussed in committee due to departmental requests that they be reviewed before being heard in committee, and therefore there has been no recommendation to report.

This concludes my report.

Respectfully,

(Signed) DEBRA SILVERSTEIN,
Chair.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

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

[SO2024-0009183]

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

CHICAGO, May 22, 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 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, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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	1633 North Artesian Avenue -- Disabled Parking Permit Number 133371; [O2024-0008975]
1	10417 South Forest Avenue -- Disabled Parking Permit Number 132996; [O2024-0008979]
1	2228 West Augusta Boulevard -- Disabled Parking Permit Number 119705; [O2024-0009024]

Ward	Location And Permit Number
1	1400 North Greenview Avenue -- Disabled Parking Permit Number 133294; [O2024-0009026]
1	2050 North Bingham Street -- Disabled Parking Permit Number 133956; [O2024-0009029]
4	1335 East 52nd Street -- Disabled Parking Permit Number 133865; [O2024-0009121]
6	7038 South Prairie Avenue -- Disabled Parking Permit Number 131806; [O2024-0008517]
6	7420 South Prairie Avenue -- Disabled Parking Permit Number 132872; [O2024-0008518]
6	9124 South Urban Avenue -- Disabled Parking Permit Number 132718; [O2024-0008519]
6	353 East 68th Street -- Disabled Parking Permit Number 133432; [O2024-0008520]
6	374 East 89th Street -- Disabled Parking Permit Number 133160; [O2024-0008521]
6	7432 South Wentworth Avenue -- Disabled Parking Permit Number 133138; [O2024-0008522]
6	6752 South Champlain Avenue -- Disabled Parking Permit Number 133216; [O2024-0008523]
6	9412 South Indiana Avenue -- Disabled Parking Permit Number 132949; [O2024-0008524]
6	7217 South Champlain Avenue -- Disabled Parking Permit Number 133264; [O2024-0008599]
6	8537 South Saint Lawrence Avenue -- Disabled Parking Permit Number 133199; [O2024-0009030]
6	104 West 77th Street -- Disabled Parking Permit Number 133930; [O2024-0009031]

Ward	Location And Permit Number
7	8503 South Saginaw Avenue -- Disabled Parking Permit Number 133736; [O2024-0009034]
9	11017 South Eberhart Avenue -- Disabled Parking Permit Number 117572; [O2024-0008977]
9	12626 South Stewart Avenue -- Disabled Parking Permit Number 132550; [O2024-0008978]
9	12420 South Stewart Avenue -- Disabled Parking Permit Number 108167; [O2024-0009037]
9	21 East 126th Street -- Disabled Parking Permit Number 133147; [O2024-0009039]
10	10359 South Avenue M -- Disabled Parking Permit Number 131443; [O2024-0008588]
10	10359 South Avenue M -- Disabled Parking Permit Number 131443; [O2024-0009040]
11	3227 South Emerald Avenue -- Disabled Parking Permit Number 133945; [O2024-0008753]
11	2836 South Union Avenue -- Disabled Parking Permit Number 133456; [O2024-0008754]
11	2859 South Union Avenue -- Disabled Parking Permit Number 132409; [O2024-0008863]
11	3336 South Lowe Avenue -- Disabled Parking Permit Number 133144; [O2024-0008980]
11	1813 West 34th Place -- Disabled Parking Permit Number 133099; [O2024-0009041]
12	2916 West 38th Street -- Disabled Parking Permit Number 132598; [O2024-0008780]
12	2938 West 40th Street -- Disabled Parking Permit Number 130246; [O2024-0008781]
13	6119 South Tripp Avenue -- Disabled Parking Permit Number 132837; [O2024-0008986]

Ward	Location And Permit Number
13	5709 South Kilbourn Avenue -- Disabled Parking Permit Number 133102; [O2024-0008987]
13	5820 South Tripp Avenue -- Disabled Parking Permit Number 134029; [O2024-0008988]
15	4624 South Union Avenue -- Disabled Parking Permit Number 132533; [O2024-0008602]
15	2522 West 45th Place -- Disabled Parking Permit Number 133032; [O2024-0009042]
15	2934 West 65th Street -- Disabled Parking Permit Number 133314; [O2024-0009043]
16	5329 South Bishop Street -- Disabled Parking Permit Number 133458; [O2024-0009046]
17	8519 South Carpenter Street -- Disabled Parking Permit Number 132942; [O2024-0009047]
17	6822 South Loomis Boulevard -- Disabled Parking Permit Number 133657; [O2024-0009049]
18	8315 South Marshfield Avenue -- Disabled Parking Permit Number 131484; [O2024-0008672]
18	7745 South Hoyne Avenue -- Disabled Parking Permit Number 131963; [O2024-0008855]
19	10722 South Troy Street -- Disabled Parking Permit Number 133377; [O2024-0008493]
19	11225 South Troy Street -- Disabled Parking Permit Number 132334; [O2024-0008514]
19	10811 South Talman Street -- Disabled Parking Permit Number 132976; [O2024-0008743]
19	11170 South Homewood Avenue -- Disabled Parking Permit Number 133179; [O2024-0009051]
20	5416 South Dearborn Street -- Disabled Parking Permit Number 132761; [O2024-0009054]

Ward	Location And Permit Number
21	220 West 105th Street -- Disabled Parking Permit Number 132933; [O2024-0009055]
23	5112 South Latrobe Avenue -- Disabled Parking Permit Number 127999; [O2024-0008491]
24	1953 South Springfield Avenue -- Disabled Parking Permit Number 132905; [O2024-0009057]
24	3657 West Grenshaw Street -- Disabled Parking Permit Number 132945; [O2024-0009059]
26	4720 West McLean Avenue -- Disabled Parking Permit Number 132058; [O2024-0008467]
26	2633 West Crystal Street -- Disabled Parking Permit Number 132424; [O2024-0008768]
28	5110 West Gladys Avenue -- Disabled Parking Permit Number 132943; [O2024-0008843]
28	3532 West Congress Parkway -- Disabled Parking Permit Number 132878; [O2024-0008844]
29	2124 North Nordica Avenue -- Disabled Parking Permit Number 133309; [O2024-0008468]
29	859 North Waller Avenue -- Disabled Parking Permit Number 133089; [O2024-0008471]
29	1526 North Mason Avenue -- Disabled Parking Permit Number 132694; [O2024-0008551]
29	1138 North Monitor Avenue -- Disabled Parking Permit Number 132936; [O2024-0009112]
30	2647 North Monitor Avenue -- Disabled Parking Permit Number 133024; [O2024-0009060]
32	2240 West Homer Street -- Disabled Parking Permit Number 133100; [O2024-0008762]
33	4109 North Troy Street -- Disabled Parking Permit Number 133146; [O2024-0008463]

Ward	Location And Permit Number
33	4427 North Whipple Street -- Disabled Parking Permit Number 133125; [O2024-0008464]
33	4637 North Albany Avenue -- Disabled Parking Permit Number 133168; [O2024-0009063]
35	2156 North Spaulding Avenue -- Disabled Parking Permit Number 132752; [O2024-0009065]
35	3300 West Diversey Avenue -- Disabled Parking Permit Number 133121; [O2024-0009067]
37	1520 North Lorel Avenue -- Disabled Parking Permit Number 132739; [O2024-0008747]
37	1534 North Latrobe Avenue -- Disabled Parking Permit Number 128394; [O2024-0008750]
37	1740 North Linder Avenue -- Disabled Parking Permit Number 132210; [O2024-0008751]
37	5428 West Walton Street -- Disabled Parking Permit Number 131124; [O2024-0008752]
38	6249 West Waveland Avenue -- Disabled Parking Permit Number 132759; [O2024-0008871]
38	3718 North Oriole Avenue -- Disabled Parking Permit Number 131664; [O2024-0009069]
40	6126 North Seeley Avenue -- Disabled Parking Permit Number 130675; [O2024-0009119]
48	5427 North Kenmore Avenue (signs to be posted at 5420 North Kenmore Avenue) -- Disabled Parking Permit Number 129094; [O2024-0009070]
48	1536 West Ardmore Avenue -- Disabled Parking Permit Number 132769; [O2024-0009071]
49	1524 West Farwell Avenue -- Disabled Parking Permit Number 132856; [O2024-0009072]

Ward	Location And Permit Number
49	7465 North Seeley Avenue -- Disabled Parking Permit Number 133016; [O2024-0009120]
50	6218 North Mozart Street -- Disabled Parking Permit Number 132336; [O2024-0008456]
50	6328 North Kedzie Avenue -- Disabled Parking Permit Number 128399; [O2024-0008615]
50	6415 North Damen Avenue -- Disabled Parking Permit Number 133095. [O2024-0009075]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
11	Repeal Disabled Permit Parking Number 83652 at 2536 South Princeton Avenue; [O2024-0008983]
13	Repeal Disabled Permit Parking Number 119417 at 6437 South Keating Avenue; [O2024-0008989]
23	Repeal Disabled Parking Permit Number 128403 at 3719 West 69th Street; [O2024-0008469]
23	Repeal Disabled Parking Permit Number 20380 at 6004 South Komensky Avenue; [O2024-0008470]
23	Repeal Disabled Parking Permit Number 50575 at 3628 West 69th Street; [O2024-0008598]
23	Repeal Disabled Parking Permit Number 73055 at 5105 South Mobile Avenue; [O2024-0008813]
23	Repeal Disabled Parking Permit Number 103534 at 3622 West 62nd Place; [O2024-0008815]

Ward	Location And Permit Number
23	Repeal Disabled Parking Permit Number 110630 at 3911 West 61st Street; [O2024-0008816]
35	Repeal Disabled Parking Permit Number 64281 at 3114 North Central Park Avenue; [O2024-0008443]
48	Repeal Disabled Parking Permit Number 51801 at 1278 West Victoria Street. [O2024-0008636]

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

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2024-0009184]

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

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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
11	Amend Residential Permit Parking Zone 2405, passed February 15, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 10344, by inserting: "1131 -- 1199 West 31st Place (south side of the street) -- at all times -- all days"; [O2024-0008981]
11	Residential Permit Parking Zone 2434 at: 816 -- 943 West 34th Street (both sides), 905 -- 943 West 34th Place (both sides), 818 -- 963 West 35th Place (both sides), 820 -- 962 West 36th Street (north side), 819 -- 823 West 36th Street (south side), 818 -- 835 West 37th Street (both sides), 818 -- 936 West 37th Place (north side), 813 -- 837 West 37th Place (south side), 3401 -- 3799 South Lituanica Avenue (east side), 3400 -- 3799 South Lituanica Avenue (west side), South Sangamon Avenue, from a point 180 feet south of West 35th Street to 3799 South Sangamon Avenue (both sides), 3601 -- 3765 South Morgan Street (east side) -- at all times -- all days: [O2024-0008984]

Ward	Location And Permit Number
11	Residential Permit Parking Zone 2435 at: 816 -- 943 West 34th Street (both sides), 816 -- 943 West 34th Place (both sides), 700 -- 799 West 36th Street (both sides), 700 -- 799 West 37th Street (both sides), 3400 -- 3799 South Emerald Avenue (both sides), 3400 -- 3799 South Union Avenue (both sides) -- at all times -- all days: [O2024-0008985]
16	Residential Permit Parking Zone 2436 at 6800 -- 6843 South Campbell Avenue (both sides) -- at all times -- all days; [O2024-0008770]
28	Residential Permit Parking Zone 2437 at 148 -- 185 North Leamington Avenue (both sides) -- at all times -- all days: [Or2024-0008994]
46	Residential Permit Parking Zone 1268 at 4800 -- 4898 North Kenmore Avenue (west side) -- at all times -- all days. [O2024-0008466]

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

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2024-0009182]

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

CHICAGO, May 22, 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, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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
4	South Plymouth Court (west side of street) from a point 87 feet south of West Jackson Boulevard to a point 85 feet south thereof -- no parking/ tow-away zone -- at all times -- all days (public benefit); [O2024-0008276]
24	Repeal rush hour parking restrictions on South Kedzie Avenue, from West 23rd Street to West Cermak Road; [O2024-0009085]
25	Repeal rush hour parking restrictions on South Kedzie Avenue, from 3400 South Kedzie Avenue to West 23rd Street; [O2024-0009099]

Ward	Location
31	West Newport Avenue (north side) from North Lavergne Avenue to the first alley east thereof -- no parking/tow-away zone -- at all times -- all days; [O2024-0007213]
33	Repeal ordinance passed November 15, 2023, *Journal of the Proceedings of the City Council of the City of Chicago*, page 7147, which reads: "4602 -- 4654 North St. Louis Avenue (east side) and 4633 -- 4609 North Kimball Avenue (west side) -- no parking except for official school personnel parking only -- 7:00 A.M. to 4:30 P.M. -- school days" by striking the above; [O2024-0008996]
45	West Gale Street (north side of the street) from a point 30 feet east of North Milwaukee Avenue to a point 83 feet east thereof -- one-hour parking -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday; [O2024-0007800]
46	Amend ordinance passed March 26, 1996, *Journal of the Proceedings of the City Council of the City of Chicago*, page 19283 which reads: "West Eastwood Avenue (south side) from a point 145 feet east of North Sheridan Road to a point 25 feet east thereof -- 1:00 P.M. to 5:00 P.M. -- Monday through Friday, and 10:00 A.M. to 4:00 P.M. -- Saturday -- handicapped loading zone/tow-away zone" by striking: "1:00 P.M. to 5:00 P.M. -- Monday through Friday, and 10:00 A.M. to 4:00 P.M. -- Saturday" and inserting in lieu thereof: "3:00 P.M. to 9:00 P.M. -- Monday through Friday, and 8:00 A.M. to 6:00 P.M. -- Saturday and Sunday"; [O2024-0009101]
47	West Grace Street (north side) from a point 148 feet west of North Lincoln Avenue to a point 68 feet west thereof -- no parking/tow-away zone -- at all times -- all days. [O2024-0009083]

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

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2024-0009186]

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

CHICAGO, May 22, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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
1	North Richmond Street, from West Altgeld Street to North Milwaukee Avenue -- one-way southerly;

[O2024-0008504]

Ward	Location And Type Of Sign
1	North Damen Avenue and West Evergreen Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0008976]
10	East 110th Street and South Avenue B -- "All-Way Stop" sign, stopping all approaches; [O2024-0008592]
10	East 111th Street and South Avenue E -- "All-Way Stop" sign, stopping all approaches; [O2024-0008593]
15	Amend ordinance passed August 30, 1972, *Journal of the Proceedings of the City Council of the City of Chicago*, page 3626, which reads: "West 47th Place, from South Halsted Street to South Wallace Street -- one-way easterly" by striking: "South Halsted Street" and inserting in lieu thereof: "South Union Avenue"; [O2024-0009147]
19	Amend ordinance passed August 13, 1968, *Journal of the Proceedings of the City Council of the City of Chicago*, Page 3507, which reads: "West 100th Place, from South Wood Street to South Prospect Avenue -- one-way easterly" by striking: "South Prospect Avenue" and inserting in lieu thereof: "South Beverly Boulevard"; [O2024-0008784]
24	West 24th Street, from South Sacramento Avenue to South California Avenue -- speed limitation -- 20 miles per hour; [O2024-0009080]
25	West 24th Street, from South Homan Avenue to South Sacramento Avenue -- speed limitation -- 20 miles per hour; [O2024-0009087]
25	West 24th Street, from South Homan Avenue to South Sacramento Avenue -- one-way easterly except bicycles; [O2024-0009090]
25	West 26th Street, from South Homan Avenue to South Sacramento Avenue; and West 26th Street, from South Washtenaw Avenue to South Western Avenue -- speed limitation -- 20 miles per hour; [O2024-0009093]

Ward	Location And Type Of Sign
25	West 28th Street, from South Kedzie Avenue to South Albany Avenue -- speed limitation -- 20 miles per hour; [O2024-0009095]
25	West 30th Street, from South Kedzie Avenue to South Albany Avenue -- speed limitation -- 20 miles per hour; [O2024-0009098]
25	South Wood Street, from South Blue Island Avenue to West 21st Street -- speed limitation -- 20 miles per hour; [O2024-0009125]
25	West 21st Street, from South Wood Street to South Loomis Street -- speed limitation -- 20 miles per hour; [O2024-0009126]
27	North Monticello Avenue and West Augusta Boulevard -- "All-Way Stop" sign, stopping all approaches; [O2024-0008820]
40	North Paulina Street, from first alley south of North Ridge Avenue to West Thorndale Avenue -- one way northerly; [O2024-0009116]
45	North Waukesha Avenue and West Lunt Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0008746]
49	North Rogers Avenue and North Eastlake Terrace -- "Stop" sign, stopping eastbound North Rogers Avenue for North Eastlake Terrace; [O2024-0009102]
49	West Birchwood Avenue, from North Ashland Avenue to North Sheridan Road -- one-way easterly except bicycles; [O2024-0009105]
49	West Birchwood Avenue, from North Ashland Avenue to North Eastlake Avenue; and North Eastlake Terrace, from West Birchwood Avenue to North Sheridan Road -- speed limitation -- 20 miles per hour; [O2024-0009108]
49	North Eastlake Terrace, from West Birchwood Avenue to North Sheridan Road -- one-way southerly except bicycles; [O2024-0009111]
49	West North Shore Avenue, from North Lakewood Avenue to North Glenwood Avenue -- speed limitation -- 20 miles per hour; [O2024-0009122]

Ward	Location And Type Of Sign
49	North Lakewood Avenue, from West Albion Avenue to West North Shore Avenue -- speed limitation -- 20 miles per hour; [O2024-0009123]
49	West Albion Avenue, from North Lakewood Avenue to 1039 West Albion Avenue -- speed limitation -- 20 miles per hour. [O2024-0009124]

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

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING MATTER PENDING IN COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

[F2024-0009726]

The Committee on Pedestrian and Traffic Safety submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Reporting for your Committee on Pedestrian and Traffic Safety, in response to Rule 41 Failure to Report Response Request by Alderman Lopez:

O2024-0007364 -- Amendment of Municipal Code Section 9-64-050 by allowing persons with unexpired disabled parking permits to apply for new permit at new residence with written certification from City Comptroller.

This item has not been discussed in Committee due to departmental requests that they be reviewed before being heard in Committee, and therefore there has been no recommendation to report.

Sincerely,

(Signed) DANIEL LA SPATA,
Chair.

COMMITTEE ON POLICE AND FIRE.

APPOINTMENT OF ANTHONY DRIVER, JR. AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.
[A2024-0009250]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Anthony Driver, Jr. as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009250), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Anthony Driver, Jr. as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Quinn, Lopez -- 2.

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

APPOINTMENT OF AARON GOTTLIEB AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2024-0009251]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Aaron Gottlieb as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009251), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Aaron Gottlieb as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Quinn, Lopez -- 2.

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

APPOINTMENT OF ABIERRE MINOR AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2024-0009252]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Abierre Minor as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009252), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Abierre Minor as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Quinn, Lopez -- 2.

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

APPOINTMENT OF KELLY PRESLEY AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2024-0009253]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Kelly Presley as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009253), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Kelly Presley as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Quinn, Lopez -- 2.

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

APPOINTMENT OF REMEL TERRY AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2024-0009255]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Remel Terry as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009255), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Remel Terry as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Beale, Chico, Lee, Ramirez, Gutiérrez, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 46.

Nays -- Alderpersons Quinn, Lopez -- 2.

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

APPOINTMENT OF SANDRA WORTHAM AS COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[A2024-0009256]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 16, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was directly introduced an appointment of Sandra Wortham as a commissioner of Community Commission for Public Safety and Accountability (A2024-0009256), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on May 14, 2024.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Sandra Wortham as a commissioner of Community Commission for Public Safety and Accountability was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

Re-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 FOR MICROMOBILITY DEVICES.
[O2024-0007754]

The Committee on Police and Fire submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Tuesday, May 14, 2024, in person to consider the 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 for micromobility devices (O2024-0007754), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* said proposed ordinance to the Committee on License and Consumer Protection.

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 committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on License and Consumer Protection* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

COMMITTEE ON PUBLIC SAFETY.

Action Deferred -- AMENDMENT OF SECTION 8-32-065 OF MUNICIPAL CODE BY DESIGNATING NOISE SENSITIVE ZONES ON PORTIONS OF SPECIFIED STREETS.

[SO2023-0004088]

The Committee on Public Safety submitted the following report which was, at the request of Alderperson Sposato and Alderperson Lopez, *Deferred* and ordered published:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred a substitute ordinance amending Section 8-32-065 of the Municipal Code by designating noise sensitive zones on portions of specified streets (SO2023-0004088), having the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with two dissenting votes on May 7, 2024.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, People in need of health and social services are often in need of quiet, as their conditions make them sensitive to noise, and loud and unwanted noise can impair their ability to communicate with service providers; and

WHEREAS, The City Council has already found that noise sensitive activities include, but are not limited to, operations of hospitals and nursing homes (Section 8-32-060 of the Municipal Code of Chicago); and

WHEREAS, Because health care is a noise sensitive activity, the area around where the health care is taking place should be designated a noise sensitive zone; and

WHEREAS, According to the Department of Public Health, research has found that high levels of unwanted or intrusive noise are associated with negative impacts on surgical provider performance and patient outcomes; and that exposure to loud and unwanted noise can contribute to stress, which negatively impacts stress hormone levels, blood pressure and heart rate, which in turn contributes to negative cardiovascular health outcomes; and

WHEREAS, The Department of Public Health and the Chicago Police Department have found that noise sensitive activities take place at Family Planning Associates, which provides comprehensive women's health care and is located at 659 West Washington Boulevard; and

WHEREAS, The Department of Public Health has found that outpatient surgeries are performed at Family Planning Associates, and that some of the services and procedures provided at the facility are the same as those provided at hospitals; and

WHEREAS, Loud, amplified noise is generated from West Washington Boulevard, between North Desplaines Street and the easternmost off-ramp from Interstate 90/94, North Desplaines Street, between West Court Place and West Warren Avenue, and West Warren Avenue, between North Desplaines Street and the easternmost offramp from Interstate 90/94; and

WHEREAS, Noise from the above referenced area can and has permeated walls at Family Planning Associates, interfering with the functions of Family Planning Associates; and

WHEREAS, The medical director at Family Planning Associates testified that both providers and patients at the facility are exposed to high levels of unwanted or harmful noise originating outside the facility that impairs the provision of medical services by making it difficult to communicate; and

WHEREAS, Since May 15, 2023, the 34th Ward office has received complaints from residents who live near Family Planning Associates regarding loud, amplified noise being generated from outside the clinic and the surrounding streets, and complaints from clinic staff and volunteers, who have explained the noise is interfering with their ability to provide medical care; and

WHEREAS, The Chicago Police Department regularly receives complaints of loud, amplified noise outside of Family Planning Associates, including receiving at least 10 complaints of loud, amplified noise consisting of bull horns, megaphones, and amplified music in 2023; now, therefore,

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

SECTION 1. Section 8-32-065 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

8-32-065 Designated Noise Sensitive Areas.

The following locations are designated as noise sensitive zones pursuant to Section 8-32-060:

(1) East Chicago Avenue, between North Michigan Avenue and North Lake Shore Drive.

(2) East Superior Street, between North Michigan Avenue and North Lake Shore Drive.

(3) East Huron Street, between North Michigan Avenue and North Lake Shore Drive.

(4) East Erie Street, between North Michigan Avenue and North Lake Shore Drive.

(5) North Fairbanks Court, between East Chicago Avenue and East Superior Street.

(6) West Washington Boulevard, between North Desplaines Street and 5 feet west of the easternmost off-ramp from Interstate 90/94.

(7) North Desplaines Street, between West Court Place and West Warren Avenue.

(8) West Warren Avenue, between North Desplaines Street and the easternmost off-ramp from Interstate 90/94.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

Placed On File -- RULE 41 FAILURE TO REPORT RESPONSE TO REQUEST FROM ALDERPERSON LOPEZ REGARDING VARIOUS MATTERS PENDING IN COMMITTEE ON PUBLIC SAFETY.

[F2024-0009727]

The Committee on Public Safety submitted the following report, which was *Placed on File*:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Public Safety, in response to Rule 41 Failure to Report Response Request by Alderperson Lopez:

R2023-0002989 -- Call for hearing(s) regarding possible adverse impact on safety of Chicago residents as result of Illinois elimination of cash bail.

O2023-0005298 -- Amendment of Municipal Code Chapter 8-16 to establish prohibitions and penalties for minors who violate curfew, engage in drag racing, flipping of cars, intoxication or use of paintball guns and provisions to hold parents accountable for their minor children's illegal actions.

These items have not been discussed in committee due to departmental requests that they be reviewed before being heard in committee, and therefore there has been no recommendation to report.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT AND FOREST PRESERVE DISTRICT OF COOK COUNTY FOR CONTINUED FUNDING AND SUPPORT OF NEIGHBORSPACE OPEN SPACE PROJECTS.

[O2024-0008968]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, May 22, 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 (O2024-0008968) for a first amendment to an intergovernmental agreement with the Chicago Park District and the Forest Preserve District of Cook County for continued funding and support of NeighborSpace open space projects, 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 unanimous vote of the members of the committee present and with no dissenting votes on May 8, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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, There is a lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, There is a need and desire to develop typically small, open spaces as pocket parks, gardens and natural areas for public use for the benefit of the residents of the City; and

WHEREAS, Pursuant to an ordinance adopted on May 26, 2021 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30444 through 30455, the City, through the Department of Planning and Development ("DPD"), entered into an agreement (the "Agreement") with the Chicago Park District (the "Park District") and the Forest Preserve District of Cook County (the "Forest Preserve District", and collectively with the City and the Park District, the "Parties") to support NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"); and

WHEREAS, Since its establishment, NeighborSpace has been dedicated to developing, preserving and maintaining open space in the City; and

WHEREAS, DPD wishes to amend the Agreement to increase the amount of its annual contribution to NeighborSpace, subject to annual appropriations, and change the term of the Agreement (the "First Amendment"); 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. Subject to approval by the City's Corporation Counsel, the Commissioner of Planning and Development, or a designee thereof, on behalf of the City, is authorized to execute and deliver the First Amendment substantially in the form attached hereto as Exhibit A to allow the City to increase its annual contribution to NeighborSpace to $185,000, subject to annual appropriations, and to extend the term of the Agreement to and including December 31, 2033 (the "Expiration Date"), including the ability to further extend the Agreement for an additional five years after the Expiration Date, also subject to appropriations and through a written agreement between the Parties, and enter into such other documents and amendments as may be necessary between the Parties.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, conflicts 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 4. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

First Amendment To Intergovernmental Agreement.

This First Amendment to Intergovernmental Agreement (this "First Amendment") is entered into as of _____, 2024, by and among the City of Chicago, an Illinois municipal corporation (the "City"); the Chicago Park District, an Illinois municipal corporation (the "Park District"); and the Forest Preserve District of Cook County, an Illinois special

district (the "Forest Preserve District") and pertains to the support of NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). The City, Park District and Forest Preserve District may sometimes be referred to individually as a "Party", and collectively as the "Parties". All capitalized terms not defined herein shall have the definitions set forth in the IGA, as hereinafter defined.

Recitals.

Whereas, The Parties entered into an Intergovernmental Agreement as of June 22, 2021 (the "IGA"), effective from January 1, 2021 through December 21, 2025, with the option for a five (5) year renewal to support the work of NeighborSpace; and

Whereas, NeighborSpace has preserved more than 27 acres across 120 open spaces on behalf of dedicated community partners resulting in community-based spaces for growing food, gathering together, preserving nature, beautification, small business, education and job training; and

Whereas, The Parties seek to amend the IGA to increase the amount of funding each Party provides to NeighborSpace, to extend the term of the IGA and for other purposes as more fully set forth below; and

Whereas, The Board of Commissioners of the Forest Preserve District authorized on January 23, 2024, the execution of this First Amendment; and

Whereas, The Board of Commissioners of the Park District authorized on March 13, 2024, the execution of this First Amendment; and

Whereas, The City Council of the City (the "City Council"), pursuant to an ordinance adopted on _____, 202_, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, authorized the execution of this First Amendment;

Now, Therefore, In consideration of the covenants and agreements contained herein, the Parties agree as follows below:

1. Incorporation Of Recitals. The foregoing recitals are expressly incorporated in and made a part of this First Amendment as if fully set forth herein.

2. Obligations Of The City, The Park District And The Forest Preserve District. Section 2A is amended by deleting the first paragraph in its entirety and replacing it with the following:

   Subject to annual appropriations, the City shall provide $185,000 annually, the Park District shall provide $180,000 annually and the Forest Preserve District shall provide $100,000 annually to NeighborSpace throughout the duration of this Agreement; provided however, that:

3. Term Of The Agreement. The Parties hereby agree to delete Section 13 of the IGA in its Entirety and replace it with the following:

The term of this Agreement shall commence on the effective date and terminate on December 31, 2033, subject to annual appropriations. However, the term of this Agreement may be extended for an additional five (5) year period by a mutual written extension of the Parties; provided that: (1) for the Forest Preserve District, agreement to and execution of such written extension shall be at the discretion of and by its General Superintendent; and (2) for the Park District, agreement to and execution of such written extension shall be at the discretion of and by its Board of Commissioners.

4. Notice. The Parties hereby agree to amend Section 15 of the IGA to provide that all notices, demands and requests sent to the Park District and the Forest Preserve District under said Section 15 shall be sent to the following:

   If To The Park District:

   Chicago Park District
   4830 South Western Avenue
   Chicago, Illinois 60609
   Attention: General Superintendent

   with a copy to:

   Chicago Park District
   4830 South Western Avenue
   Chicago, Illinois 60609
   Attention: General Counsel

   If To The Forest Preserve District:

   Eileen Figel, Interim General Superintendent
   Forest Preserves District of Cook County
   536 North Harlem Avenue
   River Forest, Illinois 60304

   with a copy to:

   Forest Preserves of Cook County
   Legal Department
   69 West Washington Street, Suite 2010
   Chicago, Illinois 60602
   Attention: Lisa Lee, Chief Attorney
   Lisa.Lee@CookCountylL.gov

5. Ratification; Conflict. Except as set forth in this First Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the IGA, the terms of this First Amendment will prevail.

6. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement. Electronic signatures (facsimile or PDF) of or on behalf of either the City, Park District or Forest Preserve District to this First Amendment shall be effective for all purposes.

In Witness Whereof, Each of the Parties has caused this First Amendment to be executed and delivered as of the date first above written.

City of Chicago,
an Illinois municipal corporation

By: Ciere Boatright
Department of Planning
and Development,
Commissioner

Chicago Park District,
an Illinois municipal corporation

By: Rosa Escareno
General Superintendent
and CEO

Attest:

Sarah Gelder
Secretary

Forest Preserve District of
Cook County, an Illinois special
district

By: Toni Preckwinkle
President

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK BOUNDED BY W. CHICAGO AVE., N. CENTRAL PARK AVE., W. HURON ST. AND N. MONTICELLO AVE.

[O2024-0008835]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0008835) transmitted herewith for a vacation and dedication of alleys in the block bounded by West Chicago Avenue, West Huron Street, North Central Park Avenue and North Monticello Avenue. This property is located in the 27th Ward. This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City owns the properties at 3615 -- 3625 West Chicago Avenue and 753 -- 757 North Monticello Avenue, Chicago, Illinois (the "City Land"); and

WHEREAS, Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), owns the properties at 3601 -- 3611 West Chicago Avenue and 744 -- 756 North Central Park Avenue, Chicago, Illinois (the "NHS Land"); and

WHEREAS, Pursuant to a separate ordinance ("Redevelopment Ordinance"), the City's Department of Planning and Development ("DPD"), along with NHS, propose to assemble the adjacent properties including the portion of the alley to be vacated, and convey the assembled parcels to The Ave SW LLC, an Illinois limited liability company ("Assignee"); and

WHEREAS, Assignee was identified as the "Borrower" in a "Bond Inducement Ordinance" introduced to City Council on March 20, 2024; and

WHEREAS, Assignee proposes to build a mixed-use development with affordable housing on the land NHS proposes to assemble, in accordance with the Bond Inducement Ordinance and the Redevelopment Ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the public alley, and the dedication of a new public alley to serve the complex, as described below; now, therefore,

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

SECTION 1. Legal Descriptions: dedication of the south 18.00 feet of Lot 6 in McAuley's Subdivision of Block 1 of W.J. Morton's Subdivision, ante-fire, of the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois, said above described parcel containing 2,144 square feet, or 0.044 acre, more or less; as shaded and legally described by the words "Hereby Dedicated" on the plat of dedication hereto attached as Exhibit A (the "Dedication Area"), which plat for greater certainty is hereby made a part of this ordinance, be and the same is hereby accepted and opened to public use as the same is intended for public benefit and the public interest will be subserved by such dedication. Vacation of that part of a north/south 16-foot-wide public alley lying south of and adjoining the south right-of-way of West Chicago Avenue; lying west of and adjoining the west line of Lots 1, 2 and 3 in McAuley's Subdivision of Block 1 of W.J. Morton's Subdivision, ante-fire, in the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian; lying east of and adjoining the east line of Lot 5 in Merriman's Subdivision

of Lots 44, 45 and 46, according to the plat thereof recorded May 3, 1985, as Document Number 2212180, in said east half of the northwest quarter of Section 11; and lying north of and adjoining the easterly extension of the south line of said Lot 5 in Merriman's Subdivision, all in Cook County, Illinois, said above described parcel containing 1,255 square feet, or 0.029 acre, more or less; as shaded and legally described by the words "Hereby Vacated" on the plat of vacation hereto attached as Exhibit B (the "Vacation Area"), which plat for greater clarity is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City hereby reserves for the benefit of Commonwealth Edison and AT&T/SBC and their successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the alley herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of Commonwealth Edison or AT&T/SBC facilities. No construction, buildings, permanent structures, or obstructions shall occur or be placed over the area herein vacated without express written release of easement by the involved utilities. Any future Assignee-prompted relocation of facilities lying within the area being vacated will be accomplished by the respective utility, at the expense of the Assignee or its successors.

SECTION 3. The dedication for public way is accepted upon the express condition that the Assignee shall deposit, or cause to be deposited in the City Treasury of the City, a security deposit in the amount sufficient to defray the costs of removing paving and curb returns, and constructing the newly dedicated public alley, said alley being constructed according to the current version of the Chicago Department of Transportation Regulations for Opening, Repair and Construction in the Public Way and its appendices, and as agreed to by NHS in the attached Duty to Build Agreement as Exhibit C, hereby made a part of this ordinance. Request for final field inspection and approval of the Assignee's construction, shall be made to the CDOT Division of Infrastructure Management, Construction Compliance Unit, Room 905, City Hall prior to return of said security deposit.

SECTION 4. NHS and Assignee acknowledge financial responsibility for certain development-related work to be completed on Department of Water Management ("DWM") facilities within the Dedication Area and the Vacation Area, as set forth in Exhibit D attached hereto and incorporated herein, as an express condition of the City's acceptance of the Dedication Area and City's vacation of the Vacation Area. Specifically, NHS and Assignee acknowledge the presence of an eight inch (8") DWM public sewer within the Vacation Area, and their responsibility to relocate said sewer at their sole expense into the Dedication Area as ultimately connected to the existing fifteen inch (15") public sewer in North Central Park Avenue, all in accordance and further detailed in DWM correspondence dated April 24, 2024, hereto attached as Exhibit E, and incorporated herein. No private sewers or water services may remain in the Dedication Area. Final acceptance of the new sewer is subject to as-built drawing approval, video approval and City Council action. After sewer relocation, NHS or Assignee may opt to abandon remaining appurtenances within the Vacation Area. All remaining structures in the Vacation Area shall become NHS's or

Assignee's private property and maintenance responsibility. All work must be reviewed, approved, and permitted by the Department of Water Management, Sewer Design Section, prior commencement. The Developer shall provide the Department of Water Management, Sewer Design Section with as-built drawings submitted within 30 days of completion.

SECTION 5. The vacation herein provided for is made under the condition that NHS, Assignee, and each of their successors and assigns, shall hold harmless, indemnify and defend the City from all claims related to the vacation herein contemplated.

SECTION 6. The vacation and dedication herein provided for are further made upon the express condition that within two hundred seventy (270) days after the passage of this ordinance, NHS or Assignee shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamped approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat of dedication and plat of vacation, each as authorized by the Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication. The vacation and dedication each shall take effect and be in force from and after the recording of the published ordinance and the approved plat of dedication and plat of vacation, respectively.

Vacation Approved and
Dedication Accepted:

(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) Walter Burnett, Jr.
Alderperson, 27th Ward

CDOT File Number:

11-27-23-4034.

[Exhibits "A" and "B" referred to in this ordinance printed on pages 12013 and 12014 of this *Journal*.]

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

Exhibit "C".

Duty To Build Agreement For Creation Of New Public Street/Alley.

TRANSFORMATIVE IMPACT

Neighborhood Housing Services of Chicago, Inc.
1279 N Milwaukee Ave 4th Floor
Chicago, IL 60622
773-329-4111
nhschicago.org
NHS

In support of my current application with the Chicago Department of Transportation's Public Way Unit, for a dedication of my private property for new public way, I hereby state that I am the owner or authorized agent of the applicant company, and as such I have the authority to agree to the below express terms of the dedication.

PLEASE INITIAL AGREEMENT:

_____ I am aware that I am responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication associated with unique

CDOT FILE: 11-27-23-4034

_____ I further understand that all rights of way being dedicated must be built to standard City specifications as detailed in the most current version of CDOT's Regulation for Openings, Construction and Repair in the Public Way; with lighting in the public way designed and approved in accordance with the CDOT Electrical Design Standards both of which are shown at the CDOT Maps and Plats website.

_____ Lastly, I understand that construction security deposits and other project-specific payments will be required to assure that infrastructure being dedicated to the City is done correctly. Inspections will be conducted by the City upon completion of all public work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub par or that do not adhere to the City's standards.

Signature: _____ Date: 09/06/2022

Printed name: Anthony Simpkins Title: President and CEO

Organization: Neighborhood Housing Services of Chicago

Address with Zip: 1279 N. Milwaukee Avenue, 4th Floor, Chicago, IL 60622

Phone / Fax: (773) 329-4164

Email: asimpkins@nhschicago.org

NOTARY: _____ Date: 9-6-22

Notary Public

MARQUETTA D WILLIAMS
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 7, 2024

Exhibit "D".

Financial Responsibility.

DEPARTMENT OF PLANNING AND DEVELOPMENT

CITY OF CHICAGO

March 15, 2024

Randy Conner
Commissioner
Department of Water Management
1000 East Ohio Street
Chicago, IL 60611

SUBJECT: Chicago Department of Planning and Development Funding for 3601-25 W Chicago Avenue (The Ave) OUC#: VD- 120765

Dear Commissioner Conner,

Please be advised that The Department of Planning and Development (DPD) will be the principal support for 3601-25 W Chicago Avenue, Mixed-use Development at W Chicago Avenue & N Central Park Avenue. As such, DPD will commit to build the proposed sewer work and has sufficient capital funding to satisfy the preliminary plan to address DWM Sewer Section requirements at the proposed site.

Specifically, DPD has committed funding that will cover the expenses detailed in the referenced Sewer Cost Estimate for the construction of the Sewer Section requirements. Should the joint developers, KMW Communities and POAH Inc. fail to complete the project per the Sewer Section requirements, DPD will provide the funding for Chicago Department of Water Management to address all deficiencies.

If you have any questions, please contact Ernest Bellamy. They can be reached at 312-744-4461 or ernest.bellamy@cityofchicago.org.

Sincerely,

Ciere Boatright
Commissioner

Enclosures: Preliminary Plan for (3601-25 W Chicago Ave)
Sewer Cost Estimate for (3601-25 W Chicago Ave)

Exhibit "E".

Correspondence Regarding Sewer Relocation.

CITY OF CHICAGO

DEPARTMENT OF WATER MANAGEMENT

April 24, 2023

City of Chicago
Department of Transportation
Division of Project Development / PUBLIC WAY
2 N. LaSalle Street, Suite 950
Chicago, IL 60602-2570

Attn: Mr. Jai Kalayil
Deputy Commissioner

Re: Proposed Alley Vacation and Dedication Ordinance
27th Ward
For: Department of Planning and Development

Alley Vacation and Dedication in the block bounded by Monticello Ave - Chicago Avenue - Central Park Avenue - Huron Street.

OUC File No. VD-120765
M&P Project No. 11-27-23-4034
Water Atlas Page 245
Sewer Atlas Page 39-3-55

Dear Mr. Kalayil:

This letter is in response to your inquiry concerning the proposed alley vacation and dedication. After reviewing our records, we have determined the following:

I) **The Department of Water Management - Water Section**

There are no water facilities within the limits of the area proposed for alley vacation and dedication. Therefore, the Water Section has no objection to the proposed alley vacation and dedication.

All water services no longer in use must be permanently terminated as part of the proposed development by permit per DWM standards.

For questions regarding water facilities, please contact Andrew McFarland at andrew.mcfarland@cityofchicago.org.

II) **The Department of Water Management - Sewer Section**

Per plat of vacation and dedication, there is one (1) partial alley proposed for vacation and one (1) parcel proposed for dedication.

Alley Vacation: Based on sewer records, there is an 8-inch public sewer flowing north and entering the proposed area to be vacated. The 8-inch sewer is serving the 16-foot-wide public alley just south and upstream of the area to be vacated. To approve the proposed alley vacation, the following conditions must be met:

a. The beneficiary of the vacated alley must relocate the existing eight-inch (8") public sewer main from the proposed area to be vacated to the proposed east-west public

alley, connecting to the existing fifteen-inch (15") sewer in N Central Park Avenue; and

b. The 8-inch sewer relocation work, including design and construction, must be coordinated with, and approved by the Department of Water Management-Sewer Section; and

c. After Item (a) is completed, the remaining sewer, sewer structures, and appurtenances located within the limits of the proposed area to be vacated, may be abandoned in accordance with DWM-Sewer Section requirements; and

d. If the sewer described in Item (c) is not abandoned, the beneficiary of the vacated alley must assume ownership of the sewer and be responsible for all repairs and maintenance associated with the sewer; and

e. The maintenance and ownership responsibilities of the new public main sewer on the proposed east-west public alley will be accepted by the Department of Water Management only after physical and videotape inspections have been reviewed and approved by the Sewer Section; and

f. The beneficiary of the vacated alley must obtain all permits necessary for the work described above; and

g. Extreme caution is to be taken to ensure that no facility owned and maintained by DWM is damaged during construction. If damage occurs to any facilities, the beneficiary of the vacated alley will be held responsible for the cost of repairing or replacing them; and

h. All the work described above shall be at the sole cost and expense of the beneficiary of the vacated alley as the owner of the proposed area to be vacated.

Parcel proposed for Dedication: Based on sewer records there are no City sewer facilities within the limits of the area proposed for dedication. The Sewer Section has no objection to the proposed alley dedication, provided the following are part of the dedication ordinance:

1. Existing private sewers in the areas to be dedicated will be sealed and removed at the expense of the beneficiary, in accordance with the standard procedures of the Department of Water Management, Sewer Section.

2. If and when the existing private main sewers and appurtenances are abandoned, the abandonment plans must meet the Department of Water Management, Sewer Design Section's requirements.

3. Private structures are not allowed in the public right of way without an ordinance established by the City Council. Existing private structures must be relocated into private property, abandoned or established through a City Council ordinance.

4. It is the beneficiary of the vacated alley's responsibility to provide proper drainage in the areas to be dedicated including the 8-inch sewer relocation work. When the final plans are available, the owner's / beneficiary of the vacated alley's engineering staff must discuss those plans with Sewer Section Engineering Personnel. The plans must be submitted through the OUC-EFP review process.

5. Please be advised that any underground sewer work, including the public main sewers and sewer structures associated with the proposed dedications, must be submitted for

review and installed at the expense of the beneficiary. The maintenance of the public sewers and sewer structures will be accepted by the Department of Water Management only after receiving, reviewing, and approving the construction as-built drawings and videotaped inspection of the new sewer main.

6. Permits are required to be obtained by a Licensed Drainlayer from the Department of Buildings - Sewer Permit Section for all underground sewer work, in both the public way and on private property. As-built plans of the public sewer and combined public main sewers indicating the street location of the main sewer(s) and appurtenances must be submitted to the Department of Water Management for record purposes within 30 days of completion.

If there are any questions regarding the sewer facilities, contact Anupam Verma at Anupam.Verma@CityofChicago.org.

Very truly yours,

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

EXHIBIT "A"

PLAT OF DEDICATION

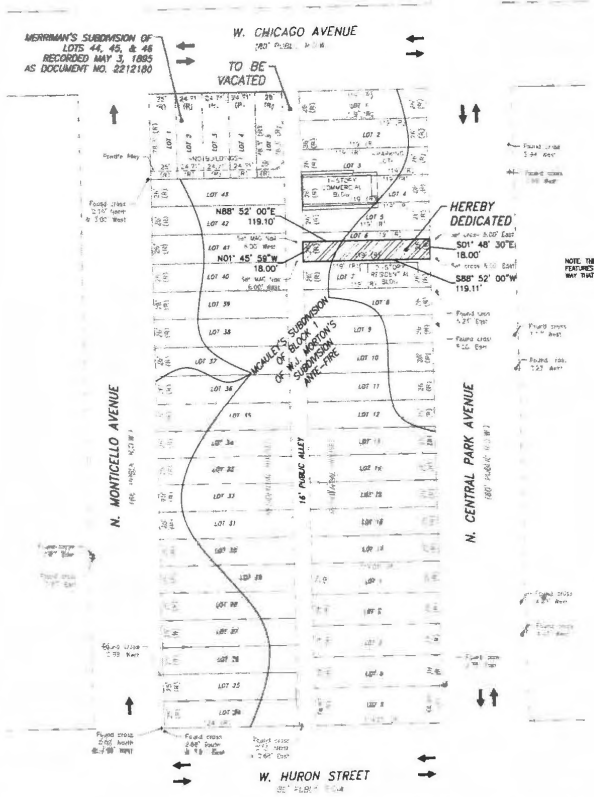
ATTACHED P.I.N.'s:
16-11-107-036 LOTS 1-6 (742-758 N. CENTRAL PARK AVE.)

LEGAL DESCRIPTION:

THE SOUTH 18.00 FEET OF LOT 6 IN MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J. MORTON'S SUBDIVISION, ANTE-FIRE, OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 2,144 SQUARE FEET, OR 0.044 ACRE, MORE OR LESS.

GRAPHIC SCALE

LEGEND AND ABBREVIATIONS:



OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation, hereby certifies that it is the owner of the property [illegible] which owner has caused said property to be surveyed for the purpose of dedication of a public alley as shown and depicted on plat hereon in witness thereof said Preservation of Affordable Housing, Inc., a non-profit corporation of Illinois, has caused this certificate to be signed by its duly authorized managing member on its behalf on this

_____ day of _____ A.D. 20___

By: _____ Attest: _____

(Title) (Title)

NOTARY CERTIFICATE

STATE OF ILLINOIS }
SS
COUNTY OF COOK }

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that _____ are personally known to me to be on such owner(s), appeared before me this day in person and acknowledged that he/they signed and delivered the plat of his/their as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

This _____ day of _____, A.D. 20___

Notary Public: _____

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

2. ALL BEARINGS AND DISTANCES ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD '83 (2011 ADJUSTMENT), GPS DERIVED.

3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

4. FIELD WORK COMPLETED JUNE 28, 2023.

5. BOTH P.I.N. 16-11-107-001 AND P.I.N. 16-11-107-036 ARE ZONED B3-2 COMMUNITY SHOPPING DISTRICT.

STATE OF ILLINOIS
COUNTY OF COOK

WE, TERRA ENGINEERING, LTD., ILLINOIS PROFESSIONAL DESIGN FIRM 184-003610, HEREBY CERTIFY THAT THE PROPERTY HEREIN DESCRIBED WAS SURVEYED UNDER THE DIRECT SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL, IN CHICAGO, ILLINOIS, THIS 3rd DAY OF APRIL, 2024

THOMAS E. WALDRAFFEL, ILLINOIS LAND SURVEYOR NO. 3742
LICENSE EXPIRATION 11-30-2024

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

Approved 4/4/2024

PREPARED for:
PRESERVATION OF AFFORDABLE HOUSING INC.
ONE N. LASALLE STREET, SUITE 1300
CHICAGO, IL 60601

MAIL to:
TERRA ENGINEERING, LTD.
225 W. OHIO STREET, 4TH FLOOR
CHICAGO, IL 60654

CDOT#11-27-23-4034

#	Date	Description
1	04-03-24	Issued

TERRA ENGINEERING LTD.
225 W. Ohio Street, 4th Floor, Chicago, IL 60654
TEL (312) 467-0123
FAX (312) 467-0220
www.terraengineering.com
ILLINOIS PROFESSIONAL DESIGN FIRM 184-003610

Project Information
PROJECT # 22.198
DRAWN BY MAW
CHECKED BY LAG
APPROVED BY TEB
CLIENT
PRESERVATION OF AFFORDABLE HOUSING INC.
1 N. LASALLE ST. SUITE 1300
CHICAGO, IL 60601

ALLEY IN MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J. MORTON'S SUBDIVISION OF THE E. 1/2 OF THE NW 1/4 OF SECTION 11-39-13

1 of 1

EXHIBIT "B"

PLAT OF VACATION

ASSESSOR P.I.N.'s:	
16-11-107-001	LOTS 1-5 (3615-3625 W. CHICAGO AVE.)
16-11-107-038	LOTS 1-6 (742-758 N. CENTRAL PARK AVE.)

LEGAL DESCRIPTION:

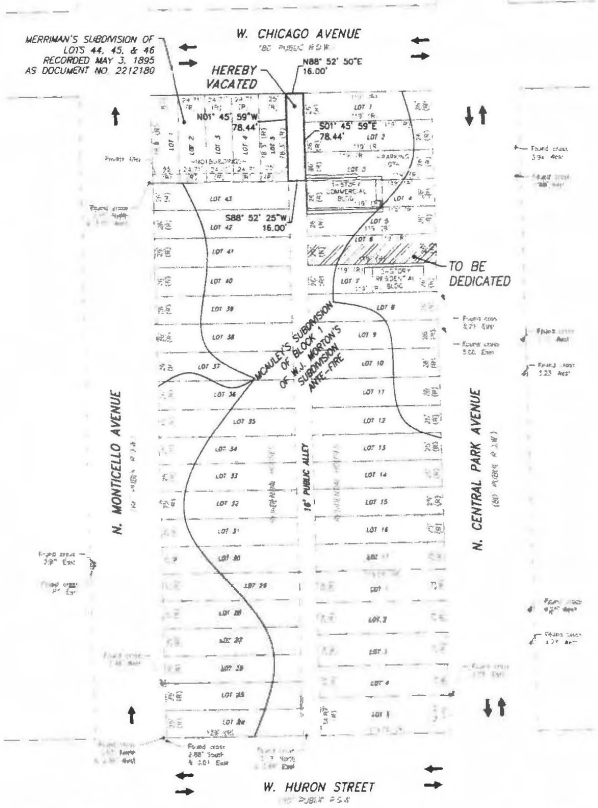
THAT PART OF A NORTH-SOUTH 16 FOOT WIDE PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH RIGHT OF WAY OF W. CHICAGO AVENUE, LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1, 2 AND 3 IN MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J. MORTON'S SUBDIVISION, ANTE-FIRE, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 5 IN MERRIMAN'S SUBDIVISION OF LOTS 44, 45, AND 46, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1895, AS DOCUMENT NUMBER 2212180, IN SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 11, AND LYING NORTH OF AND ADJOINING THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 5 IN MERRIMAN'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 1,255 SQUARE FEET, OR 0.029 ACRE, MORE OR LESS.

GRAPHIC SCALE

LEGEND AND ABBREVIATIONS:

PROPERTY LINE

HEREBY DEDICATED



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1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ALL BEARINGS AND DISTANCES ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD '83 (2011 ADJUSTMENT), GPS DERIVED.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
4. FIELD WORK COMPLETED JUNE 28, 2022.
5. BOTH P.I.N. 16-11-107-001 AND P.I.N. 16-11-107-038 ARE ZONED B3-2, COMMUNITY SHOPPING DISTRICT.

STATE OF ILLINOIS
COUNTY OF COOK

WE, TERRA ENGINEERING, LTD., ILLINOIS PROFESSIONAL DESIGN FIRM 184-003610, HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED WAS SURVEYED UNDER THE DIRECT SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL IN CHICAGO, ILLINOIS, THIS 3RD DAY OF APRIL, 2024.

THOMAS E. BRAUGHTIGAM, ILLINOIS LAND SURVEYOR NO. 3142
LICENSE EXPIRATION 11-30-2024

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

Approved: April 9, 2024

PREPARED for:
[illegible] OF AFFORDABLE HOUSING, INC.
ONE N. LASALLE STREET, SUITE 1300
CHICAGO, IL 60601

MAIL to:
TERRA ENGINEERING, LTD.
225 W. OHIO STREET, 4TH FLOOR
CHICAGO, IL 60654

CDOT#11-27-23-4034

#	Date	Description
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Project Information:
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CHICAGO, IL 60601

ALLEY IN MCAULEY'S SUBDIVISION OF BLOCK 1 OF W.J. MORTON'S SUBDIVISION OF THE E. 1/2 OF THE NW 1/4 OF SECTION 11-39-13

1 of 1

DEDICATION AND VACATION OF N. HARDING AVE., BETWEEN W. KINZIE ST. AND W. LAKE ST. ALONG WITH ALLEY SEGMENTS IN BLOCK BOUNDED BY N. PULASKI RD., W. KINZIE ST., N. HARDING AVE. AND W. LAKE ST.

[O2024-0008833]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0008833) for a proposed vacation of North Harding Avenue, between West Kinzie Street and West Lake Street, along with the alley segments in a block bounded by North Pulaski Road, West Kinzie Street, North Harding Avenue and West Lake Street. This property is located in the 37th Ward. This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The properties at 346 -- 384 North Harding Avenue, 347 -- 385 North Harding Avenue and 333 -- 379 North Pulaski Road are owned by the Chicago Transit Authority, an Illinois municipal corporation (the "CTA"); and

WHEREAS, The CTA proposes to assemble its adjacent properties including the portions of the street and alleys to be vacated; and

WHEREAS, The CTA proposes to construct a new CTA Training Center and Operations facility on the assembled parcel; and

WHEREAS, The City Council of the City, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacations of the public street and alleys described below; now, therefore,

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

SECTION 1. Legal Description: dedication of the south 16 feet of Lot 19 in the subdivision of that part of the west 10 acres of the southwest quarter of Section 11, Township 39 North, Range 13, lying north of West Lake Street East of the Third Principal Meridian, according to the plat thereof recorded October 13, 1874 as Document 128554, more particularly described as follows: beginning at the southeast corner of said Lot 19, thence south 88 degrees, 24 minutes, 05 seconds west along the south line of said lot, 124.22 feet to the southwest corner thereof; thence north 01 degree, 37 minutes, 24 seconds west along the west line of said lot, 16.00 feet to a point on a line 16.00 feet north of and parallel with the south line of said Lot 19; thence north 88 degrees, 24 minutes, 05 seconds east along said parallel line, 124.22 feet to the point on the east line of said Lot 19; thence south 01 degree, 37 minutes, 24 seconds east along said east line, 16.00 feet to the point of beginning, in Cook County, Illinois, said parcel containing 1,988 square feet or 0.046 acre, more or less, as shaded and legally described by the words "Hereby Dedicated" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby accepted and opened to public use as the same is intended for public benefit and the public interest will be subserved by such dedication. Vacation of that part (Parcel 1) of 66-foot-wide North Harding Avenue right-of-way dedicated by E.A. Cumming's Lake Street Addition to Chicago as recorded February 28, 1893 as Document 1823098, described as follows: beginning at the northeast corner of Lot 1 in said E.A. Cumming's Lake Street Addition to Chicago, said point also being on the south line of the Chicago and Northwestern Railroad; thence north 88 degrees, 33 minutes, 45 seconds east along said south line, 66.00 feet to the east line of said North Harding Avenue, said line also being the east line of the west 33.00 feet of Lot 1 in Courts Partition of the east 30 acres of the west 40 acres of the southwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded in Book 8, page 198; thence south 01 degree, 37 minutes, 24 seconds east, along said east line, 399.71 feet to its intersection with the easterly extension of the south line of Lot 16 in said E.A. Cumming's Lake Street Addition to Chicago; thence south 88 degrees, 37 minutes, 06 seconds west along the

easterly extension of the south line of said Lot 16, 66.00 feet to the southeast corner of said Lot 16, said southeast corner is also on the west line of said North Harding Avenue; thence north 01 degree, 37 minutes, 24 seconds west along said west line, 399.65 feet to the point of beginning, all in Cook County, Illinois, above described parcel containing 26,379 square feet or 0.606 acre, more or less, together with (Parcel 2) that part of an east/west and north/south 16-foot-wide public alley dedicated by E.A. Cumming's Lake Street Addition to Chicago recorded February 28, 1893 as Document 1823098 and dedicated by subdivision of that part of the west 10 acres of the southwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, as recorded October 13, 1873 as Document 128224, described as follows; beginning at the northwest corner of Lot 1 in said subdivision of that part of the west 10 acres, said corner also being on the east line of North Pulaski Road as dedicated by said subdivision of that part of the west 10 acres; thence north 01 degree, 37 minutes, 24 seconds west along said east line, 16.00 feet to the south line of the Chicago and Northwestern Railroad, said line also being the north line of said east/west 16-foot-wide public alley; thence north 88 degrees, 33 minutes, 45 seconds east along said last described line, 140.22 feet to the northwest corner of Lot 1 in said E.A. Cumming's Lake Street Addition to Chicago, said point also being on the east line said north/south 16-foot-wide public alley; thence south 01 degree, 37 minutes, 24 seconds east along said east line, 399.53 feet to the southwest corner of Lot 16 in said E.A. Cumming's Lake Street Addition to Chicago; thence south 88 degrees, 37 minutes, 06 seconds west along the westerly extension of the south line of said Lot 16, a distance of 8.00 feet to the centerline of said 16-foot-wide alley; thence south 01 degree, 37 minutes, 24 seconds east along said centerline, 104.07 feet to its intersection with the easterly extension the south line of Lot 19 in said subdivision of that part of the west 10 acres; thence south 88 degrees, 24 minutes, 05 seconds west along the easterly extensions of the south line of said Lot 19, a distance of 8.00 feet to the southeast corner of said Lot 19, said corner also being on the west line of said north/south 16-foot-wide public alley; thence north 01 degree, 37 minutes, 24 seconds west along said west line, 487.61 feet to the northeast corner of Lot 1 in said E.A. Cumming's Lake Street Addition to Chicago, said point also being on the south line said east/west 16-foot wide public alley; thence south 88 degrees, 33 minutes, 45 seconds west along said south line, also being the north line of said Lot 1, a distance of 124.22 feet to the point of beginning, all in Cook County, Illinois, above described parcel containing 9,213 square feet or 0.212 acre, more or less, with a total of all said parcels described being 34,759 square feet or 0.798 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit B, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacations and dedications herein provided for are made upon the express condition that the CTA and its assigns, if any, shall, at their sole expense, comply with the terms and conditions set forth in the Department of Water Management ("DWM") correspondence dated January 10, 2024, attached hereto and made a part of this ordinance as Exhibit C, including, but not limited to, the requirement to construct certain DWM water facilities and associated structures ("Improvements"). DWM acknowledges the CTA's full payment of the fees identified in Exhibit C. Completion of the Improvements is subject to and must be permitted and approved in writing by the DWM in advance of any construction.

SECTION 3. The vacations and dedication herein provided for are made with the acknowledgment that the CTA has fully deposited with the City Treasury of the City, a quoted security deposit equal to the costs of the CTA work to construct the newly dedicated alley and adjust public paving, curb, and related appurtenances in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices, as agreed to in the Duty to Build Agreement attached hereto and made a part of this ordinance as Exhibit D. Upon completion of work, a request for final field inspection and approval of the CTA's construction shall be made to the CDOT Division of Infrastructure Management, Construction Compliance Unit, Room 905, City Hall, prior to return of said security deposit less any service fee.

SECTION 4. The vacations and dedication herein provided for are further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the CTA shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plats as authorized by the Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication. The vacations and dedication shall take effect and be in force from and after the recording of the published ordinance and approved plats.

Vacation Approved and
Dedication Accepted:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) Emma Mitts
Alderperson, 37th Ward

CDOT File Number:

11-37-22-4016.

[Exhibits "A" and "B" referred to in this ordinance printed on pages 12023 through 12028 of this *Journal*.]

Exhibits "C" and "D" referred to in this ordinance read as follows:

Exhibit "C".

Payment Of Fees.

CITY OF CHICAGO

*

DEPARTMENT OF WATER MANAGEMENT

January 10, 2024

Chicago Transit Authority (Facilities-Engineering)
567 W Lake Street
Chicago, Illinois 60661

Attention: Joe Harmening
Proposed Coordinator

SUBJECT: Proposed Street Vacation
6-inch and 12-inch Water Main Abandonment
N Harding Avenue – 310 feet to 700 feet NNL of W Lake Street
BES Project No. 23-06:070
OUC File No. VD-118344

Mr. Harmening:

This correspondence is in response to an Office of Underground Coordination request for the proposed street vacation for the subject project. Final plans for the proposed development must be submitted to the DWM for review and approval prior to constriction.

The Department of Water Management (DWM) - Water Section

This Department maintains an existing 6-inch and 12-inch water main located from approximately 22 feet to 25 feet east of the west property line of N Harding Avenue within the area proposed for vacation. In order to accommodate the proposed street vacation of N Harding Avenue, from approximately 451 feet to 852 feet north of the north property line of W Lake Street, the DWM must abandon in place approximately 298 feet of the existing 12-inch water main and 99 feet of the existing 6-inch water main by plugging the north run of the existing fire hydrant tee at approximately 310 feet north of the north property line of W Lake Street. DWM will also remove (1) existing fire hydrant at approximately 594 feet north of the north property line of W Lake Street.

The existing 12 -inch water main located from approximately 22 feet to 25 feet east of the west property line of N Harding Avenue from approximately 310 feet to 608 feet north of the north property line of W Lake Street is not fully amortized. The fixed unamortized cost for this existing water main abandonment is **$34,130.86.**

Regarding the fire hydrant removal, the DWM will be responsible for excavation and backfill of the excavated areas after construction, but the CTA shall be responsible for all final restoration. Regarding the work to abandon the existing 6-inch and 12-inch water mains by plugging the hydrant tee, the DWM will excavate and perform all restoration. The CTA shall also be responsible for abandonment of existing water service appurtenances (meter vault, valve box, valve basin, etc.). The estimated cost for the DWM to perform its scope of work is **$29,400.00.** This estimate is based on current rates (straight time), material, equipment and overhead charges, but actual costs will be submitted for payment upon completion of work.

Two (2) deposits in the amounts of **$34,130.86** and **$29,400.00**, payable to the City of Chicago is required. In order to receive an invoice for this deposit, send a copy of this letter to BPermits@cityofchicago.org via email. Print two (2) copies of each invoice and bring the invoices for payment to a City of Chicago payment center. Once payment has been made, the applicant should forward a copy of the receipt, stamped invoice, and copy of this letter to BPermits@cityofchicago.org. Upon receipt of the proof of payment, DWM will respond with copy of the BPermit.

Please forward all the CAD files and any resource/reference files for this project to the Chicago Department of Water Management - Water Section, 1000 E. Ohio Street, Office 307, Chicago, IL 60611, attention to Brian Santi or via email at Brian.Santi@dwmpmo.net do that they ca be utilized to create the water main abandonment plans.

Existing fire hydrants must be visible and accessible at all times. All new curb installation adjacent to fire hydrants must be painted 'safety yellow' for 15 feet on each side of the fire hydrant except where the 15 foot dimension intersects a crosswalk, driveway or similar feature. In no case shall the installation of any proposed facility be closer than five (5) feet from a fire hydrant or fire hydrant lead.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Any traffic and pedestrian protection structures such as canopies, scaffolding, jersey walls, construction barricades, etc., which are located within 10 feet of water main facilities will restrict this Department's continuous access to its facilities for maintenance or repair work. Therefore, should this Department require access to its existing facilities, the CTA (Facilities-Engineering) will be responsible for either removing the traffic and pedestrian protection structures or performing any necessary excavation required to provide this Department safe access to its existing facilities within 24-hour notice. Traffic and pedestrian protection structures must be installed to allow for complete accessibility to all DWM facilities, including fire hydrants, valve basins, sewer manholes, and catch basins.

Under new State of Illinois requirements, partial lead service line replacements are not allowed. Therefore, if your project requires lead service line replacements (or if this replacement is triggered by repair work undertaken as part of your project) this work will be performed by DWM (or by DWM contractors). The DWM costs for this replacement shall be assigned to the applicant as part of your project costs.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, the CTA (Facilities-Engineering) will be held responsible for the cost of repairing or replacing them.
Please note that the details described above are valid for 90 days from the date of this letter, after which time, the CTA (Facilities-Engineering) will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. ***Failure to comply with the provisions in this correspondence may result in additional expenses to the proposed project to verify that all work conforms to DWM's standards.***

If there are any questions regarding the water facilities, please contact Angela Krueger at Angela.Krueger@cityofchicago.org.

Sincerely,

Andrea R.H. Cheng, Ph.D., P.E.
Commissioner

RH

Email CC: DOB Plan Desk
Denis E. Riordan, Chief Plumbing Inspector

Exhibit "D".

Duty To Build Agreement For Creation Of New Street/Alley.

Instructions: This below document must be reproduced on the applicant's letterhead, initialed/executed by same, and notarized:

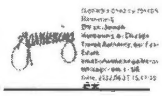
DUTY TO BUILD AGREEMENT FOR CREATION OF NEW STREET/ALLEY

In support of my current application with the Chicago Department of Transportation's Public Way unit, for a dedication of my private property for new public way, I hereby state that I am the applicant or the company agent for the applicant company involved in the project, and that I have the authority to agree to the below terms of the dedication.

PLEASE INITIAL AGREEMENT:

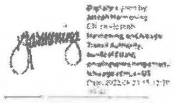


I am aware that I am responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication associated with unique

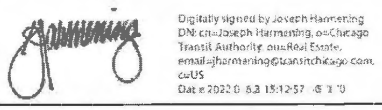


CDOT FILE: _____

I further understand that all rights of way (both public and private) must be built to City specifications as detailed in the most current version CDOT's Regulation for Openings, Construction and Repair in the Public Way.



Lastly, I understand that construction deposits will be required to assure that the work is done correctly. An inspection will be conducted by the City upon completion of the work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub par or that do not adhere to the City's standards.



Signed: Date: 6/23/2022

Printed name: Title: JosephHarmening

Organization: Chicago Transit Authority

Address with Zip: 567 West Lake St., Chicago IL, 60661

Phone / Fax: 312-681-4111

Email: jharmening@transitchicago.com

Notary:

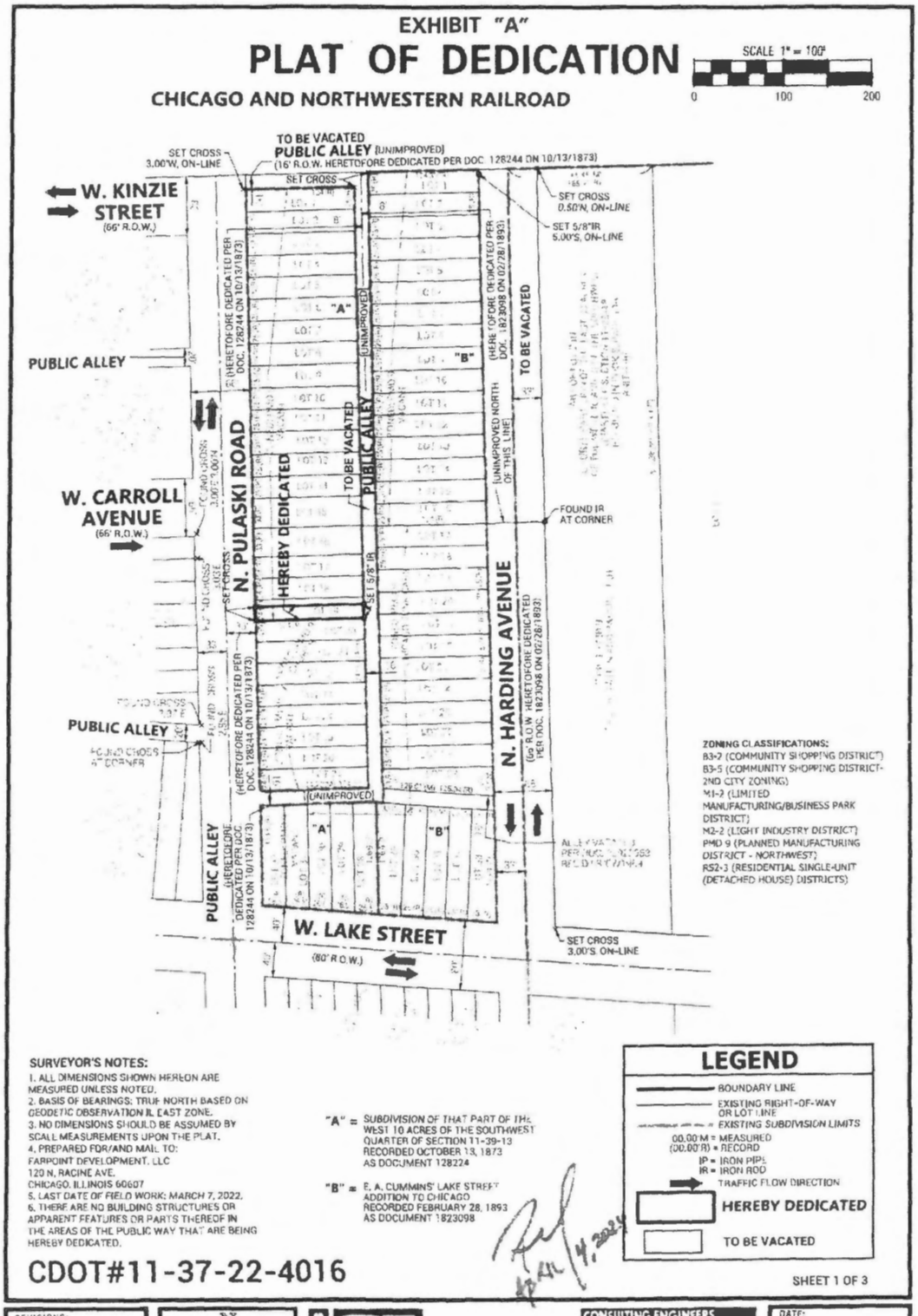


EXHIBIT "A"
PLAT OF DEDICATION
CHICAGO AND NORTHWESTERN RAILROAD
SCALE 1" = 100'
0
100
200
TO BE VACATED
PUBLIC ALLEY (UNIMPROVED)
(16' R.O.W. HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
SET CROSS 3.00'W, ON-LINE
SET CROSS
SET CROSS 0.50'N, ON-LINE
SET 5/8"IR 5.00'S, ON-LINE
W. KINZIE STREET
(66' R.O.W.)
PUBLIC ALLEY
W. CARROLL AVENUE
(66' R.O.W.)
PUBLIC ALLEY
N. PULASKI ROAD
HEREBY DEDICATED
TO BE VACATED PUBLIC ALLEY
(UNIMPROVED)
"A"
"B"
(HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
(HERETOFORE DEDICATED PER DOC. 1823098 ON 02/28/1893)
TO BE VACATED
(UNIMPROVED NORTH OF THIS LINE)
FOUND IR AT CORNER
N. HARDING AVENUE
(66' R.O.W. HERETOFORE DEDICATED PER DOC. 1823098 ON 02/28/1893)
SET 5/8"IR
FOUND CROSS 3.00'E
FOUND CROSS AT CORNER
(UNIMPROVED)
PUBLIC ALLEY
(HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
W. LAKE STREET
(80' R.O.W.)
SET CROSS 3.00'S, ON-LINE
ZONING CLASSIFICATIONS:
B3-2 (COMMUNITY SHOPPING DISTRICT)
B3-5 (COMMUNITY SHOPPING DISTRICT-2ND CITY ZONING)
M1-2 (LIMITED MANUFACTURING/BUSINESS PARK DISTRICT)
M2-2 (LIGHT INDUSTRY DISTRICT)
PMD 9 (PLANNED MANUFACTURING DISTRICT - NORTHWEST)
RS2-3 (RESIDENTIAL SINGLE-UNIT (DETACHED HOUSE) DISTRICTS)
SURVEYOR'S NOTES:
1. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED.
2. BASIS OF BEARINGS: TRUE NORTH BASED ON GEODETIC OBSERVATION IL EAST ZONE.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
4. PREPARED FOR/AND MAIL TO:
FARPOINT DEVELOPMENT, LLC
120 N. RACINE AVE.
CHICAGO, ILLINOIS 60607
5. LAST DATE OF FIELD WORK: MARCH 7, 2022.
6. THERE ARE NO BUILDING STRUCTURES OR APPARENT FEATURES OR PARTS THEREOF IN THE AREAS OF THE PUBLIC WAY THAT ARE BEING HEREBY DEDICATED.
"A" = SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11-39-13 RECORDED OCTOBER 13, 1873 AS DOCUMENT 128224
"B" = E. A. CUMMINS' LAKE STREET ADDITION TO CHICAGO RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY OR LOT LINE
EXISTING SUBDIVISION LIMITS
00.00'M = MEASURED
(00.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
HEREBY DEDICATED
TO BE VACATED
CDOT#11-37-22-4016
SHEET 1 OF 3
REVISIONS:
04/03/2024
N
SCALE: 1" = 100'
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
DATE: 03/20/2024
JOB NO: 11732
FILENAME: DED-01
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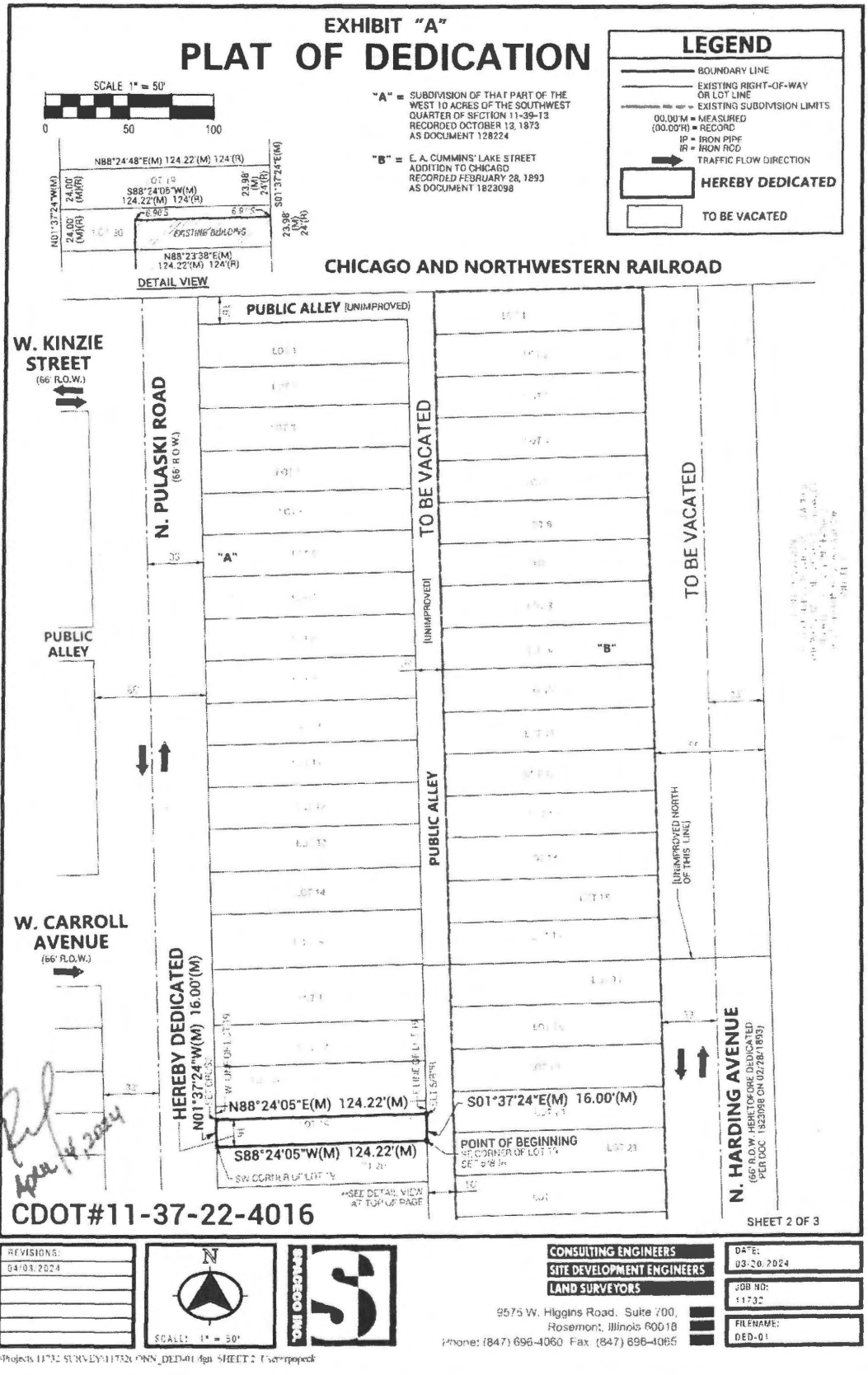
EXHIBIT "A"
PLAT OF DEDICATION
SCALE 1" = 50'
0
50
100
"A" = SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11-39-13 RECORDED OCTOBER 13, 1873 AS DOCUMENT 128224
"B" = E. A. CUMMINS' LAKE STREET ADDITION TO CHICAGO RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY OR LOT LINE
EXISTING SUBDIVISION LIMITS
00.00'M = MEASURED
(00.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
HEREBY DEDICATED
TO BE VACATED
N88°24'48"E(M) 124.22'(M) 124'(R)
S88°24'05"W(M) 124.22'(M) 124'(R)
N88°23'38"E(M) 124.22'(M) 124'(R)
DETAIL VIEW
CHICAGO AND NORTHWESTERN RAILROAD
PUBLIC ALLEY (UNIMPROVED)
W. KINZIE STREET
(66' R.O.W.)
N. PULASKI ROAD
(66' R.O.W.)
TO BE VACATED
PUBLIC ALLEY
W. CARROLL AVENUE
(66' R.O.W.)
HEREBY DEDICATED
N01°37'24"W(M) 16.00'(M)
N88°24'05"E(M) 124.22'(M)
S88°24'05"W(M) 124.22'(M)
S01°37'24"E(M) 16.00'(M)
POINT OF BEGINNING
N. HARDING AVENUE
(66' R.O.W. HERETOFORE DEDICATED PER DOC 1823098 ON 02/28/1893)
CDOT#11-37-22-4016
SHEET 2 OF 3
REVISIONS:
04/03/2024
SCALE: 1" = 50'
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
DATE:
03/20/2024
JOB NO:
11732
FILENAME:
DED-01

EXHIBIT "A"

PLAT OF DEDICATION

AFFECTED PIN
16-11-300-014
LOT 19
333. N. PULASKI RD.

LEGAL DESCRIPTION:

THE SOUTH 16 FEET OF LOT 19 IN THE SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 LYING NORTH OF LAKE STREET EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1874 AS DOCUMENT 128554, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 19, THENCE SOUTH 88 DEGREES 24 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT, 124.22 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 01 DEGREES 37 MINUTES 24 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, 16.00 FEET TO A POINT ON A LINE 16.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 19; THENCE NORTH 88 DEGREES 24 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 124.22 FEET TO THE POINT ON THE EAST LINE OF SAID LOT 19; THENCE SOUTH 01 DEGREES 37 MINUTES 24 SECONDS EAST, ALONG SAID EAST LINE, 16.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 1,988 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.

OWNER'S CERTIFICATE:

STATE OF ILLINOIS }
) SS
COUNTY OF_____}

CHICAGO TRANSIT AUTHORITY, AN ILLINOIS MUNICIPAL CORPORATION, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND AS SUCH OWNER HAS CAUSED SAID PROPERTY TO BE SURVEYED FOR THE PURPOSE OF DEDICATING FOR PUBLIC RIGHT OF WAY AS SHOWN AND DEPICTED.

THIS _____ DAY OF _____ A.D. 20____.

BY:_____

NAME:_____

ITS: _____

COOK COUNTY

NOTARY PUBLIC CERTIFICATE:

STATE OF ILLINOIS }
) SS
COUNTY OF_____}

I_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ TITLE_____

OF WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS _____ DAY OF_____ A.D. 20_____.

_____
NOTARY PUBLIC

CHICAGO DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS }
) SS
COUNTY OF COOK }

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF VACATING A PUBLIC STREET AS SHOWN, AND THAT THE PLAT IS A IS A TRUE AND CORRECT REPRESENTATION OF SAID VACATION

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE _____ OR THEIR AGENT TO FILE THIS PLAT OF VACATION WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER OUR HAND AND SEAL THIS 3rd DAY OF APRIL 20 24 IN ROSEMONT, ILLINOIS.

Rebecca Y Popeck

REBECCA Y. POPECK, I.P.L.S. NO. 035-3642
LICENSE EXPIRES: 11-30-2022
(VALID ONLY IF EMBOSSED SEAL AFFIXED)

REBECCA Y POPECK
035-3642
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSEMONT, ILLINOIS

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

CHICAGO DEPARTMENT OF FINANCE

PREPARED FOR/AND MAIL TO:
FARPOINT DEVELOPMENT, LLC
120 N. RACINE AVE.
CHICAGO, ILLINOIS 60607

Apr 4, 2024

CDOT#11-37-22-4016

SHEET 3 OF 3

REVISIONS:
04/03/2024

N

SCALE: N.A.

SPACECO INC.

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE:
03.29.2024
JOB NO:
11732
FILENAME:
DED-01

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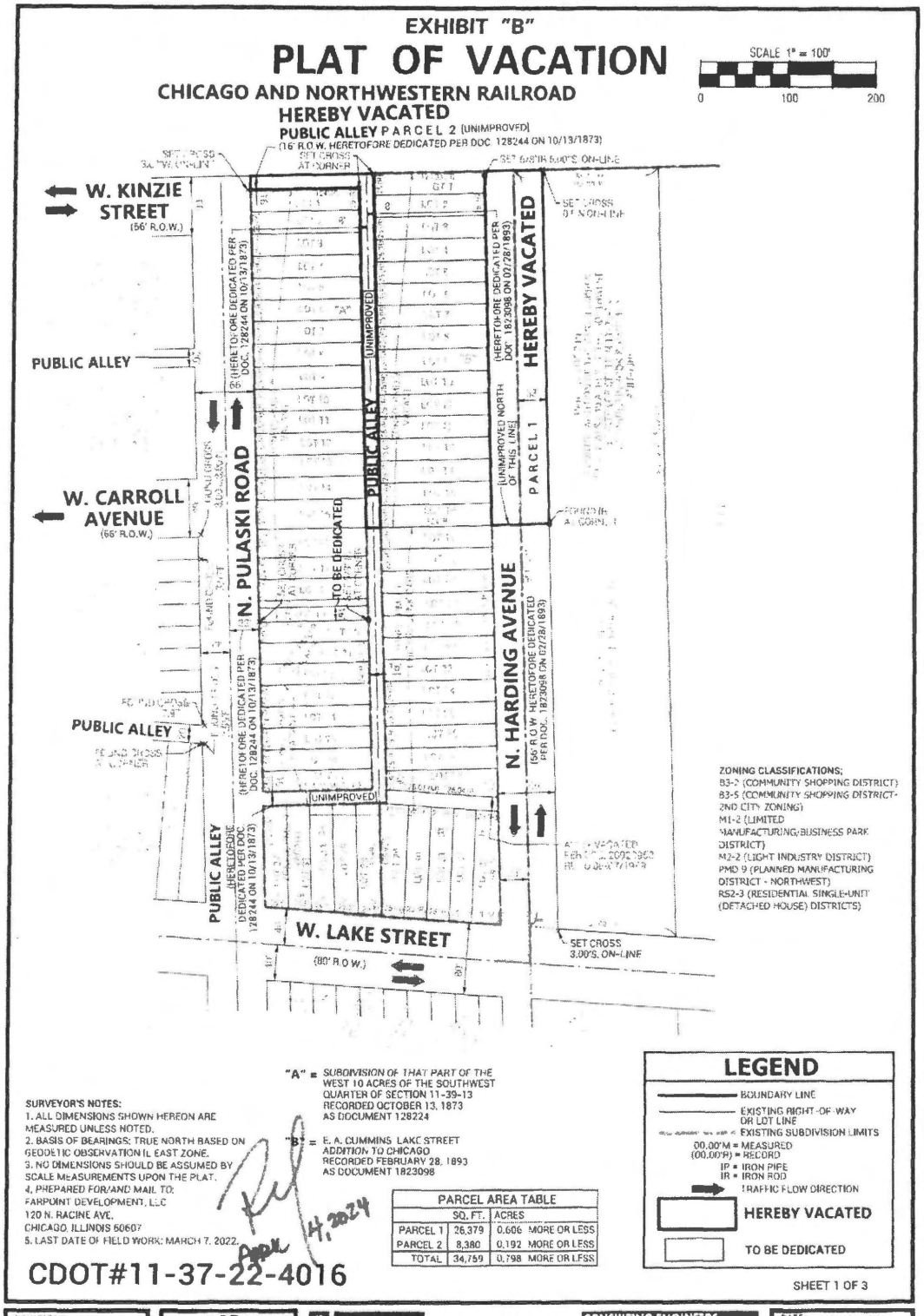
EXHIBIT "B"
PLAT OF VACATION
SCALE 1" = 100'
0
100
200
CHICAGO AND NORTHWESTERN RAILROAD
HEREBY VACATED
PUBLIC ALLEY PARCEL 2 (UNIMPROVED)
(16' R.O.W. HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
W. KINZIE STREET
(56' R.O.W.)
PUBLIC ALLEY
W. CARROLL AVENUE
(66' R.O.W.)
PUBLIC ALLEY
PUBLIC ALLEY (HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
N. PULASKI ROAD
PUBLIC ALLEY (UNIMPROVED)
TO BE DEDICATED
(HERETOFORE DEDICATED PER DOC. 1823098 ON 02/28/1893)
HEREBY VACATED
(UNIMPROVED NORTH OF THIS LINE)
PARCEL 1
N. HARDING AVENUE
(66' R.O.W. HERETOFORE DEDICATED PER DOC. 1823098 ON 02/28/1893)
UNIMPROVED
PUBLIC ALLEY (HERETOFORE DEDICATED PER DOC. 128244 ON 10/13/1873)
W. LAKE STREET
(66' R.O.W.)
SET CROSS 3.00'S. ON-LINE
ZONING CLASSIFICATIONS:
B3-2 (COMMUNITY SHOPPING DISTRICT)
B3-5 (COMMUNITY SHOPPING DISTRICT-2ND CITY ZONING)
M1-2 (LIMITED MANUFACTURING/BUSINESS PARK DISTRICT)
M2-2 (LIGHT INDUSTRY DISTRICT)
PMD 9 (PLANNED MANUFACTURING DISTRICT - NORTHWEST)
RS2-3 (RESIDENTIAL SINGLE-UNIT (DETACHED HOUSE) DISTRICTS)
"A" = SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11-39-13 RECORDED OCTOBER 13, 1873 AS DOCUMENT 128224
"B" = E. A. CUMMINS LAKE STREET ADDITION TO CHICAGO RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098
SURVEYOR'S NOTES:
1. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED.
2. BASIS OF BEARINGS: TRUE NORTH BASED ON GEODETIC OBSERVATION IL EAST ZONE.
3. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAT.
4. PREPARED FOR/AND MAIL TO:
FARPOINT DEVELOPMENT, LLC
120 N. RACINE AVE.
CHICAGO, ILLINOIS 60607
5. LAST DATE OF FIELD WORK: MARCH 7, 2022.
PARCEL AREA TABLE
SQ. FT. | ACRES
PARCEL 1 | 26,379 | 0.606 MORE OR LESS
PARCEL 2 | 8,380 | 0.192 MORE OR LESS
TOTAL | 34,759 | 0.798 MORE OR LESS
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY OR LOT LINE
EXISTING SUBDIVISION LIMITS
00.00'M = MEASURED
(00.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
HEREBY VACATED
TO BE DEDICATED
CDOT#11-37-22-4016
SHEET 1 OF 3
REVISIONS:
04/03/2024
N
SCALE: 1" = 100'
SPACECO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
DATE:
03/30/2024
JOB NO:
11732
FILENAME:
VAC-01

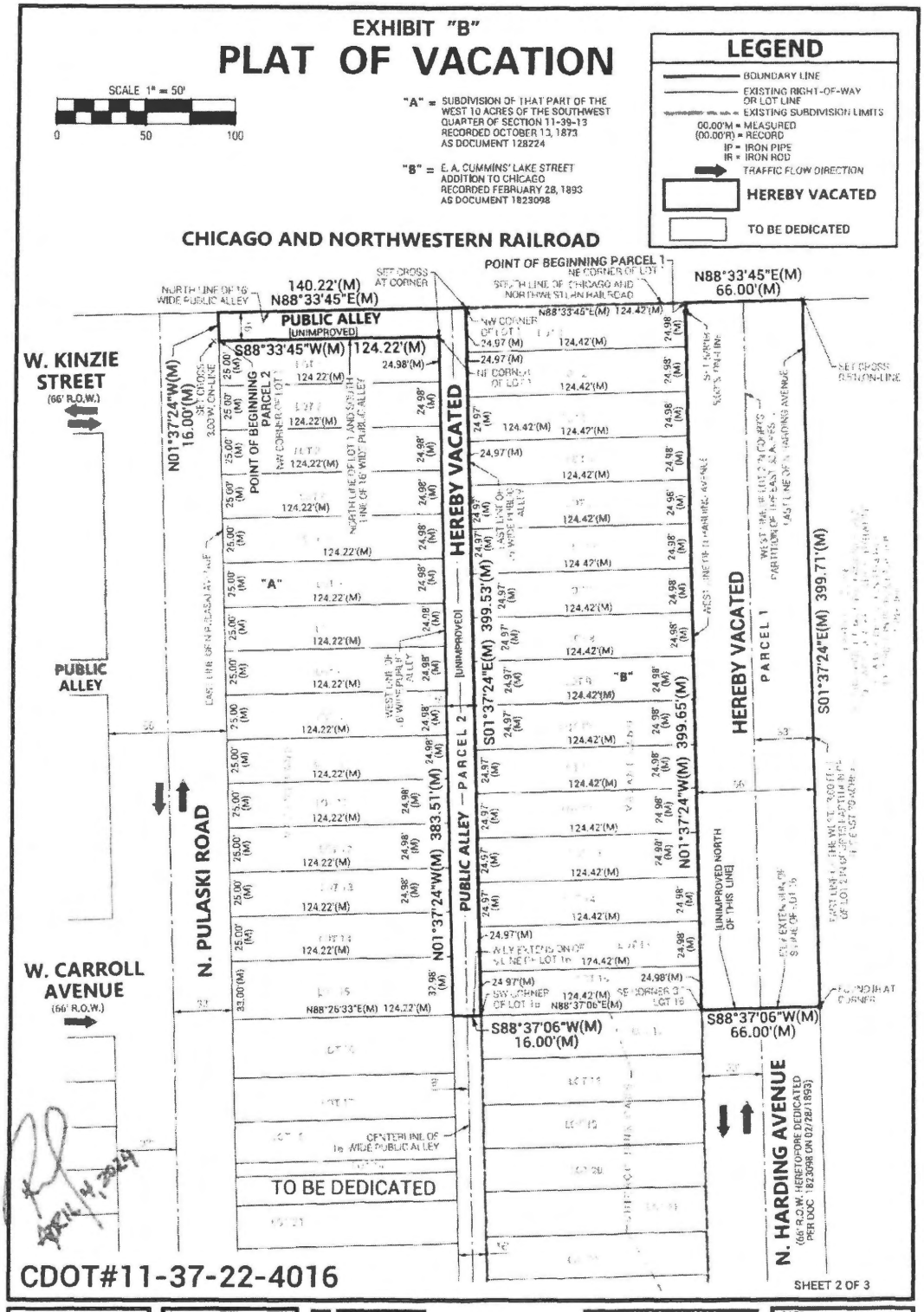
EXHIBIT "B"
PLAT OF VACATION
SCALE 1" = 50'
0
50
100
"A" = SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11-39-13 RECORDED OCTOBER 13, 1873 AS DOCUMENT 128224
"B" = E. A. CUMMINS' LAKE STREET ADDITION TO CHICAGO RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY OR LOT LINE
EXISTING SUBDIVISION LIMITS
00.00'M = MEASURED
(00.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
HEREBY VACATED
TO BE DEDICATED
CHICAGO AND NORTHWESTERN RAILROAD
POINT OF BEGINNING PARCEL 1
NE CORNER OF LOT 1
SOUTH LINE OF CHICAGO AND NORTHWESTERN RAILROAD
N88°33'45"E(M) 66.00'(M)
140.22'(M)
N88°33'45"E(M)
NORTH LINE OF 16' WIDE PUBLIC ALLEY
SET CROSS AT CORNER
PUBLIC ALLEY
(UNIMPROVED)
S88°33'45"W(M) 124.22'(M)
W. KINZIE STREET
(66' R.O.W.)
N01°37'24"W(M) 16.00'(M)
SET CROSS 3.00'W. ON-LINE
POINT OF BEGINNING PARCEL 2
NW CORNER OF LOT 1
NORTH LINE OF LOT 1 AND SOUTH LINE OF 16' WIDE PUBLIC ALLEY
HEREBY VACATED
PUBLIC ALLEY — PARCEL 2 — (UNIMPROVED)
S01°37'24"E(M) 399.53'(M)
N01°37'24"W(M) 383.51'(M)
"A"
"B"
PUBLIC ALLEY
N. PULASKI ROAD
W. CARROLL AVENUE
(66' R.O.W.)
N88°26'33"E(M) 124.22'(M)
CENTERLINE OF 16' WIDE PUBLIC ALLEY
TO BE DEDICATED
S88°37'06"W(M) 16.00'(M)
HEREBY VACATED
PARCEL 1
S01°37'24"E(M) 399.71'(M)
N01°37'24"W(M) 399.65'(M)
[UNIMPROVED NORTH OF THIS LINE]
S88°37'06"W(M) 66.00'(M)
N. HARDING AVENUE
(66' R.O.W. HERETOFORE DEDICATED PER DOC. 1823098 ON 02/28/1893)
CDOT#11-37-22-4016
SHEET 2 OF 3
REVISIONS:
04.03.2024
SCALE: 1" = 50'
ENGEO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
5575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065
DATE:
03/20/2024
JOB NO:
11732
FILENAME:
VAC-01

EXHIBIT "B"

PLAT OF VACATION

LEGAL DESCRIPTION:

THAT PART (PARCEL 1) OF 66-FOOT WIDE N. HARDING AVENUE RIGHT OF WAY DEDICATED BY E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO AS RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN SAID E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH 88 DEGREES 33 MINUTES 45 SECONDS EAST, ALONG SAID SOUTH LINE, 66.00 FEET TO THE EAST LINE OF SAID N. HARDING AVENUE, SAID LINE ALSO BEING THE EAST LINE OF THE WEST 33.00 FEET OF LOT 1 IN COURTS PARTITION OF THE EAST 30 ACRES OF THE WEST 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN BOOK 8, PAGE 198; THENCE SOUTH 01 DEGREES 37 MINUTES 24 SECONDS EAST, ALONG SAID EAST LINE, 399.71 FEET TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 16 IN SAID E. A. CUMMING'S ' LAKE STREET ADDITION TO CHICAGO; THENCE SOUTH 88 DEGREES 37 MINUTES 06 SECONDS WEST, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 16, 66.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, SAID SOUTHEAST CORNER IS ALSO ON THE WEST LINE OF SAID N. HARDING AVENUE; THENCE NORTH 01 DEGREES 37 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 399.65 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ABOVE DESCRIBED PARCEL CONTAINING 26,379 SQUARE FEET OR 0.606 ACRES, MORE OR LESS.

TOGETHER WITH (PARCEL 2) THAT PART OF AN EAST-WEST AND NORTH-SOUTH 16-FOOT WIDE PUBLIC ALLEY DEDICATED BY E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO RECORDED FEBRUARY 28, 1893 AS DOCUMENT 1823098 AND DEDICATED BY SUBDIVISION OF THAT PART OF THE WEST 10 ACRES OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 13, 1873 AS DOCUMENT 128274, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID SUBDIVISION OF THAT PART OF THE WEST 10 ACRES, SAID CORNER ALSO BEING ON THE EAST LINE OF N. PULASKI ROAD AS DEDICATED BY SAID SUBDIVISION OF THAT PART OF THE WEST 10 ACRES; THENCE NORTH 01 DEGREES 37 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 16.00 FEET TO THE SOUTH LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID LINE ALSO BEING THE NORTH LINE OF SAID EAST-WEST 16-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 88 DEGREES 33 MINUTES 45 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 140.22 FEET TO THE NORTHWEST CORNER OF LOT 1 IN SAID E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO, SAID POINT ALSO BEING ON THE EAST LINE SAID NORTH-SOUTH 16-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 01 DEGREES 37 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE, 399.53 FEET TO THE SOUTHWEST CORNER OF LOT 16 IN SAID E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO; THENCE SOUTH 88 DEGREES 37 MINUTES 06 SECONDS WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 8.00 FEET TO THE CENTERLINE OF SAID 16-FOOT WIDE ALLEY; THENCE SOUTH 01 DEGREES 37 MINUTES 24 SECONDS EAST, ALONG SAID CENTERLINE, 104.07 FEET TO ITS INTERSECTION WITH THE EASTERLY EXTENSION THE SOUTH LINE OF LOT 19 IN SAID SUBDIVISION OF THAT PART OF THE WEST 10 ACRES; THENCE SOUTH 88 DEGREES 24 MINUTES 05 SECONDS WEST, ALONG THE EASTERLY EXTENSIONS OF THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 8.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19, SAID CORNER ALSO BEING ON THE WEST LINE OF *SAID NORTH-SOUTH 16-FOOT WIDE PUBLIC* ALLEY; THENCE NORTH 01 DEGREES 37 MINUTES 24 SECONDS WEST, ALONG SAID WEST LINE, 487.61 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SAID E. A. CUMMING'S LAKE STREET ADDITION TO CHICAGO, SAID POINT ALSO BEING ON THE SOUTH LINE SAID EAST-WEST 16-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 88 DEGREES 33 MINUTES 45 SECONDS WEST, ALONG SAID SOUTH LINE, ALSO BEING THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 124.22 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, ABOVE DESCRIBED PARCEL CONTAINING 9,213 SQUARE FEET OR 0.212 ACRES, MORE OR LESS, WITH A TOTAL OF ALL SAID PARCELS DESCRIBED BEING 34,759 SQUARE FEET OR 0.798 ACRES, MORE OR LESS.

COOK COUNTY

CHICAGO DEPARTMENT OF TRANSPORTATION

CHICAGO DEPARTMENT OF FINANCE

ADJACENT PINS		
16-11-300-001	LOT 1 "A"	379 N. PULASKI RD.
16-11-300-011	LOT 14 "A"	374 N. PULASKI RD.
16-11-300-012	LOTS 15, 16 & 17 "A"	337-345 N. PULASKI RD.
16-11-300-040	LOTS 2-6 "A"	367-379 N. PULASKI RD.
16-11-300-041	LOTS 7-13 "A"	349-365 N. PULASKI RD.
16-11-300-024	LOTS 1-9 "B"	362-384 N. HARDING AVE.
16-11-300-025	LOT 10 "B"	360-362 N. HARDING AVE.
16-11-300-026	LOT 11 "B"	356-358 N. HARDING AVE.
16-11-300-027	LOT 12 "B"	354-356 N. HARDING AVE.
16-11-300-028	LOT 13, 14 & 15 "B"	346-354 N. HARDING AVE.
16-11-300-029	LOT 16 "B"	344-346 N. HARDING AVE.
16-11-301-004	PART OF LOT 2	301-385 N. HARDING AVE.

PREPARED FOR/AND MAIL TO:
FARPOINT DEVELOPMENT, LLC
120 N. RACINE AVE.
CHICAGO, ILLINOIS 60607

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF VACATING A PUBLIC STREET AS SHOWN, AND THAT THE PLAT IS A IS A TRUE AND CORRECT REPRESENTATION OF SAID VACATION

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY AUTHORIZE _____ OR THEIR AGENT TO FILE THIS PLAT OF VACATION WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER OUR HAND AND SEAL THIS 3rd DAY OF APRIL, 20 24 IN ROSEMONT, ILLINOIS

Rebecca Y. Popeck

REBECCA Y. POPECK, I.P.L.S. NO. 035-3642
LICENSE EXPIRES: 11-30-2024

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

REBECCA Y. POPECK
3642
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
ROSEMONT, ILLINOIS

APRIL 4, 2024

CDOT#11-37-22-4016

SHEET 3 OF 3

REVISIONS:
04.03.2024

N

SCALE: N/A

SPACECO INC.

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

DATE: 03/20/2024
JOB NO: 11732
FILENAME: VAC-01

N:\Projects\11732\SURVEY 11732CONN_VAC 01.dgn SHEET 3 User=rpopeck

AMENDMENT TO VACATION OF AREA BOUNDED BY E. 26TH ST., S. LAKE PARK AVE., E. 31ST ST. AND S. DR. MARTIN LUTHER KING, JR. DR. TO AUTHORIZE RELEASE OF UTILITY EASEMENTS BENEFITING COMED AND ILLINOIS BELL.

[O2024-0008669]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0008669) transmitted herewith for an amendment to a vacation of the area bounded by East 26th Street, South Lake Park Avenue, East 31st Street, and South Dr. Martin Luther King, Jr. Drive to authorize the release of utility easements benefiting ComEd and Illinois Bell. This property is located in the 4th Ward. This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 Council of the City (the "City Council") previously authorized the recording of certain documents recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Documents 2207416019, 17511644, 18373313 and 17065468 ("Recorded Vacation Ordinances"), said documents authorizing the vacation of certain streets and alleys in the area bounded by East 26th Street, South Lake Park Avenue, East 31st Street and South Dr. Martin Luther King, Jr. Drive ("Subject Property") for the benefit of Micheal Reese Hospital; and

WHEREAS, The Recorded Vacation Ordinances provided that the vacations contained within the boundaries of the Subject Property were conditioned upon certain easement reservations for various utility service providers, including Commonwealth Edison Company ("ComEd") and Illinois Bell Telephone Company LLC ("Illinois Bell") (such easements reserved for ComEd and Illinois Bell, the "Utility Easements"); and

WHEREAS, The City Council has long sought to encourage the revitalization of the Subject Property with commercial redevelopment; and

WHEREAS, Pursuant to deed dated February 28, 2023, and recorded with the Cook County Clerk on March 2, 2023, as Document Number 2306122000, the City conveyed a portion of the Subject Property to GRIT Chicago LLC, in furtherance of the City's redevelopment objectives for the Subject Property, and the City currently owns the remainder of the Subject Property; and

WHEREAS, In order to facilitate the redevelopment of the Subject Property, the City's Department of Planning and Development recommends that the City Council authorize the full releases of those certain Utility Easements to benefit ComEd, as depicted in the attached Exhibit A; and the partial releases of Utility Easements to benefit ComEd and Illinois Bell, as depicted and legally described in Exhibit B and Exhibit C, respectively; and

WHEREAS, The City Council, upon due investigation and consideration, has determined that the public interest now warrants certain full release of the Utility Easements, as depicted in the attached Exhibit A, and the partial releases of those certain Utility Easements as depicted and legally described in Exhibit B and Exhibit C; now, therefore,

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

SECTION 1. The above recitals are incorporated here.

SECTION 2. The full release of the Utility Easements depicted in the attached Exhibit A is hereby approved. The release of only those portions of the Utility Easements depicted and legally described in the attached Exhibit B and Exhibit C are hereby approved.

SECTION 3. The Commissioner of the City's Department of Transportation (the "Commissioner"), or the Commissioner's designee, is each hereby authorized to execute, subject to the approval of the Corporation Counsel, a Full Release of Utility Easements ("Full Release"), in substantially the form attached in Exhibit D, and Partial Releases of Utility Easements ("Partial Releases"), each in substantially the form attached in Exhibit E and Exhibit F, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Full Release and the Partial Releases, with such changes, deletions and insertions as shall be approved by the persons executing the Full Release or the Partial Releases, as applicable. The Full Release in Exhibit D and Partial Release in Exhibit E are subject to ComEd's execution of such documents. The Partial Release in Exhibit F is subject to Illinois Bell's, or its successor's or assign's, execution of such document.

SECTION 4. 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 5. The Full Release and Partial Releases herein provided for are further made upon the express condition that within one hundred eighty (180) days after the passage and approval of this ordinance, the City, by and through its Department of Planning and Development, or its assignee, shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plats as authorized by the Superintendent of Maps and Plats, and the Full Release and Partial Releases documents as approved by the Corporation Counsel.

SECTION 6. All ordinances, including that certain substitute ordinance for the Release of Various Utility Easements that Benefit Commonwealth Edison Company and Illinois Bell (SO2024-0007732) passed on March 20, 2024, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. This ordinance shall take effect upon its passage and approval. The releases are effective upon recording.

Release of Utility
Easements Approved:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) Lamont Robinson
Alderperson, 4th Ward

CDOT File Number:

27-04-23-4053.

[Exhibits "A", "B" and "C" referred to in this ordinance printed on pages 12042 through 12048 of this *Journal*.]

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

Exhibit "D".
(To Ordinance)

Full Release Of Utility Easements.

(Commonwealth Edison)

City of Chicago, an Illinois municipal corporation ("City"), pursuant to vacation ordinances recorded September 27, 1948, and March 15, 2022 as Documents 14640815 and 2207416019/2207416021 respectively ("Vacation Ordinances") (such ordinances identified in (Sub)Exhibit D.1 hereto attached), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for the reservation of utility easements (the "Utility Easements") for then-existing facilities owned by Commonwealth Edison Company ("ComEd") in the vacated public way in the blocks bounded approximately by East 26th Street, East 31st Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determined that the public interest now warrants the full release of those certain Utility Easements for the benefit of ComEd as originally reserved in the Vacation Ordinances and depicted in (Sub)Exhibit D.1 attached hereto, subject to ComEd releasing such Utility Easements.

The City and ComEd disclaim, release and quit claim all right, title and interest they may have in and to the Utility Easements as originally reserved in the Vacation Ordinances.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and The Commonwealth Edison Company have caused this release to be executed on or as of the ____ day of _____, 2024.

City of Chicago,
an Illinois municipal corporation:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Approved as to Form and Legality:

_____
Department of Law

Commonwealth Edison Company,
an Illinois corporation

By: _____

Name: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Carney, personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
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 _____, 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 s/he signed, sealed and delivered as the _____ of Commonwealth Edison Company, the said instrument as her/his free and voluntary act, and as the free and voluntary act of Commonwealth Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
Notary Public

[(Sub)Exhibit "D.1" referred to in this Full Release of Utility Easements (Commonwealth Edison) constitutes Exhibit "A" to ordinance and printed on pages 12042 through 12044 of this *Journal*.]

Exhibit "E".
(To Ordinance)

Partial Release Of Utility Easements.

(Commonwealth Edison)

City of Chicago, an Illinois municipal corporation ("City"), pursuant to a vacation ordinance recorded April 17, 1959 and April 5, 1957 as Documents 17511644 and 16869168 respectively ("Vacation Ordinances"), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for the reservation of easements (the "Utility Easements") for the then-existing facilities owned by Commonwealth Edison Company ("ComEd") in the vacated public way in the blocks bounded approximately by East 26th Street, East 31st Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determined that the public interest now warrants the release of certain portions of the Utility Easements, which portions are legally described and depicted in (a) the Plat of Partial Release of ComEd & Illinois Bell Easement Per Document 17511644 in (Sub)Exhibit E.I attached hereto and (b) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 16869168 in (Sub)Exhibit E.II attached hereto, each subject to ComEd releasing those same portions of the Utility Easements.

The City and ComEd hereby disclaim, release and quit claim all right, title and interest they may have in and to the certain portions of the Utility Easements legally described in (Sub)Exhibit E.I and (Sub)Exhibit E.II.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and Commonwealth Edison Company have caused this release to be executed on or as of the ____ day of _____, 2024.

City of Chicago,
an Illinois municipal corporation:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Approved as to Form and Legality:

_____
Department of Law

Commonwealth Edison Company,
an Illinois corporation

By: _____

Name: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Carney, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
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 _____, 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 s/he signed, sealed and delivered as the _____ of Commonwealth Edison Company, the said instrument as her/his free and voluntary act, and as the free and voluntary act of Commonwealth Edison Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
Notary Public

(Sub)Exhibits "E.I" and "E.II" referred to in this Partial Release of Utility Easements (Commonwealth Edison) read as follows:

(Sub)Exhibit "E.I".
(To Partial Release Of Utility Easements (Commonwealth Edison))

Legal Description And Plat Of Utility Easements To Be Released Per Document No. 17511644.

Part of vacated 12-foot wide northwesterly/southeasterly public alley, part of vacated East 27th Street, part of vacated South Iglehart Place, part of vacated East 28th Street and part of vacated 14-foot wide northwesterly/southeasterly public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: beginning at the intersection of the south line of vacated East 28th Street and the easterly line of vacated South Cottage Grove Avenue; thence north 24 degrees, 44 minutes, 51 seconds west along said easterly line, 32.66 feet to the north line of said vacated East 28th Street; thence north 88 degrees, 32 minutes, 32 seconds east along said north line, 130.66 feet to the west line of said vacated 14-foot wide northwesterly/southeasterly public alley; thence north 24 degrees, 44 minutes, 51 seconds west along said west line and the west line of vacated South Iglehart Place, 492.71 feet to a point on the north line of vacated East 27th Street; thence north 88 degrees, 32 minutes, 32 seconds east, along said north line, 202.26 feet to the west line of said vacated 12-foot wide northwesterly/southeasterly public alley; thence north 24 degrees, 44 minutes, 51 seconds west along said west line, 363.42 feet to the north line of Lot 2 in subdivision of Lot 2 of Assessor's Division according to the plat thereof recorded September 12, 1881 as Document Number 347390; thence north 88 degrees, 28 minutes, 47 seconds east along the north line of said Lot 2 and the north line of Lot 2 in Chicago Land Clearance Commission Number 2 according to the plat thereof April 17, 1959 as Document Number 17511645, a distance of 13.06 feet to the east line of said vacated 12-foot wide northwesterly/southeasterly public alley; thence south 24 degrees, 44 minutes, 51 seconds east along said east line, 406.04 feet to the south line of vacated East 27th Street; thence

south 88 degrees, 32 minutes, 32 seconds west along said south line, 189.19 feet to the southwesterly line of the northeasterly 24 feet of vacated west line of South Iglehart Place; thence south 24 degrees, 44 minutes, 51 seconds east along said southwesterly line, 321.35 feet to the north line of a vacated 12-foot wide east/west public alley; thence south 88 degrees, 32 minutes, 32 seconds west along said north line, 10.89 feet to the east line of a vacated 14-foot wide northwesterly/southeasterly public alley; thence south 24 degrees, 44 minutes, 51 seconds east along said east line, 161.42 feet to a point on the south line of vacated East 28th Street; thence south 88 degrees, 32 minutes, 32 seconds west along said south line, 143.87 feet to the point of beginning, in Cook County, Illinois, containing 26,649 square feet or 0.612 acre, more or less.

[Plat attached to this Legal Description constitutes Exhibit "B" to ordinance and printed on pages 12045 and 12046 of this *Journal*.]

(Sub)Exhibit "E.II".
(To Partial Release Of Utility Easements (Commonwealth Edison))

Legal Description And Plat Of Utility Easements To Be Released Per Document No. 16869168.

(Parcel 1) part of vacated 18-foot wide northwesterly/southeasterly public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: commencing at the southeast corner of Lot 11 of Chicago Land Clearance Commission Number 2 according to the plat thereof recorded April 17, 1959 as Document Number 17511645; thence south 88 degrees, 19 minutes, 21 seconds west along the south line of said Lot 11 and the north line of above Parcel 1, a distance of 210.90 feet to the point of beginning; thence continuing south 88 degrees, 19 minutes, 21 seconds west along said last described line, 18.25 feet to the west line of vacated 18-foot wide northwesterly/southeasterly public alley; thence north 11 degrees, 07 minutes, 50 seconds west along said west line, 536.31 feet to a point on the north line of above Parcel 2; thence north 88 degrees, 35 minutes, 19 seconds east along said north line, 18.26 feet to the east line of said vacated 18-foot wide northwesterly/southeasterly public alley; thence south 11 degrees, 07 minutes, 50 seconds east along said east line, 536.22 feet to the point of beginning, in Cook County, Illinois, containing 9,653 square feet or 0.222 acre, more or less, together with (Parcel 2) part of vacated 16-foot wide east/west public alley and part of vacated 18-foot wide public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: commencing at the southwest corner of Lot 13 of Chicago Land Clearance Commission Number 2 according to the plat thereof recorded April 17, 1959 as Document Number 17511645; thence south

89 degrees, 48 minutes, 12 seconds east along the south line of said Lot 13, a distance of 71.69 feet to the west line of said vacated 18-foot wide public alley, said point also being the point of beginning; thence north 00 degrees, 46 minutes, 24 seconds west along said west line, 160.95 feet to the south line of said vacated 16-foot wide east/west public alley; thence south 88 degrees, 21 minutes, 49 seconds west along said south line, 73.95 feet to the west line of said Lot 13; thence north 01 degree, 35 minutes, 36 seconds west along said west line, 16.00 feet to the north line of said vacated 16-foot wide east/west public alley; thence north 88 degrees, 21 minutes, 49 seconds east along said north line, 74.18 feet to the west line of said vacated 18-foot wide public alley; thence north 00 degrees, 46 minutes, 24 seconds west along said west line, 186.68 feet to the north line of said Lot 13; thence north 88 degrees, 19 minutes, 21 seconds east along said north line, 18.00 feet to the east line of said vacated 18-foot wide public alley; thence south 00 degrees, 46 minutes, 24 seconds east along said east line, 364.22 feet to the south line of said Lot 13; thence north 89 degrees, 48 minutes, 12 seconds west along said south line, 18.00 feet to the point of beginning, in Cook County, Illinois, containing 7,736 square feet or 0.178 acre, more or less, with the total area in all said above described parcels being 17,389 square feet or 0.400 acre, more or less.

[Plat attached to this Legal Description constitutes Exhibit "C" to ordinance and printed on pages 12047 and 12048 of this *Journal*.]

Exhibit "F".
(To Ordinance)

Partial Release Of Utility Easements.

(Illinois Bell Or Its Successor)

City of Chicago, an Illinois municipal corporation ("City"), pursuant to a vacation ordinance recorded April 17, 1959 as Document 17511644 ("Vacation Ordinances"), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for a reservation of easement (the "Utility Easements") for the then-existing facilities owned by Illinois Bell Telephone Company LLC or its successor or assign ("Illinois Bell") in the vacated public way in the blocks bounded approximately by East 26th Street, East 31st Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determined that the public interest now warrants the release of certain portions of the Utility Easements, which portions are legally described and depicted in (a) the Plat of Partial Release of ComEd & Illinois Bell Easement Per Document 17511644 in (Sub)Exhibit F.I attached hereto and (b) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 16869168 in

(Sub)Exhibit F.II attached hereto, each subject to ComEd releasing those same portions of the Utility Easements.

The City and Illinois Bell hereby disclaim, release and quit claim all right, title and interest they may have in and to the certain portions of the Utility Easements legally described in (Sub)Exhibit F.I and (Sub)Exhibit F.II.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and Illinois Bell have caused this release to be executed on or as of the ____ day of _____, 2024.

City of Chicago,
an Illinois municipal corporation:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Approved as to Form and Legality:

_____
Department of Law

Illinois Bell,
an Illinois corporation

By: _____

Name: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas Carney, personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
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 _____, 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 s/he signed, sealed and delivered as the _____ of Illinois Bell, the said instrument as her/his free and voluntary act, and as the free and voluntary act of _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2024.

_____
Notary Public

[(Sub)Exhibits "F.I" and "F.II" referred to in this Partial Release of Utility Easements (Illinois Bell or its successor) constitute (Sub)Exhibits "E.I" and "E.II" to Partial Release of Utility Easements (Commonwealth Edison) and printed on pages 12037 through 12039 of this *Journal*.]

[(Sub)Exhibits "F.I" and "F.II" referred to in this Plat of Partial Release of ComEd and Illinois Bell easements per Documents 17511644 and 16869168 constitute Exhibits "B" and "C" to ordinance and printed on pages 12045 through 12048 of this *Journal*.]

EXHIBIT "A"

RELEASE OF COM-ED EASEMENTS SUMMARY

THAT PART WITHIN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS



SURVEYOR'S NOTES:

1. EASEMENTS RESERVED FOR OR GRANTED TO PEOPLES GAS OVER THE UNDERLYING PROPERTY ARE TO BE VACATED UNDER A SEPERATE ORIDINANCE (27-04-23-4066). THIS INCLUDES DOCUMENTS 18373313, 17065468, 2207416019 & 2207416021.
2. EASEMENTS RESERVED FOR MUNCIPALLY OWNED SERVICE FACILITIES (DEPARTMENT OF WATER MANAGEMENT) OVER THE UNDERLYING PROPERTY ARE TO BE VACATED UNDER SEPERATE COVER DIRECTLY BY THE DEPARTMENT OF WATER MANAGEMENT. THIS INCLUDES DOCUMENTS 15433568, 15928126, 17013801, 17013802 & 17511644.

LEGEND

RIGHT OF WAY VACATED SEP. 27, 1948 AS DOC. 14640815 EASEMENT RESERVED FOR: COM-ED

RIGHT OF WAY VACATED MAR. 15, 2022 BY DOCS. 2207416019 & 2207416021 EASEMENT RESERVED FOR: COM-ED

CHICAGO DEPARTMENT OF TRANSPORTATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157 DO HEREBY DECLARE THAT WE HAVE PREPARED THE EXHIBIT HEREON FROM RECORD DOCUMENTS FOR THE PURPOSE OF VACATING EASEMENTS AS SHOWN, AND THAT THIS IS A IS A TRUE AND CORRECT REPRESENTATION OF SAID VACATION.

GIVEN UNDER OUR HAND AND SEAL

THIS 12th DAY OF JANUARY 2024
IN ROSEMONT, ILLINOIS.

REBECCA Y. POPECK, I.P.L.S. No. 035-3642
LICENSE EXPIRES: 11-30-2024

REBECCA Y. POPECK 3642 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ROSEMONT, ILLINOIS

PAGE 1 OF 3

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

CDOT#27-04-23-4053

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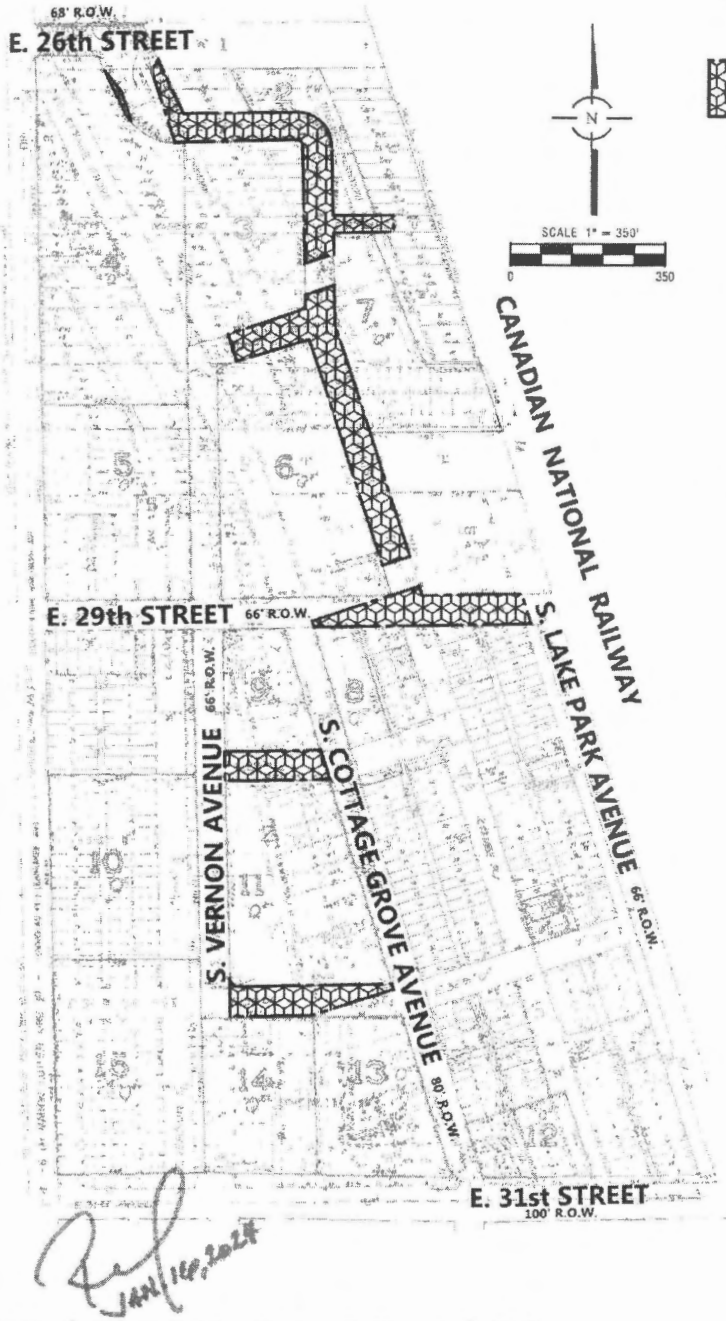
EXHIBIT "A"

RELEASE OF COM-ED EASEMENT AS RESERVED IN DOCS. 2207416019 & 2207416021

THAT PART WITHIN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS



LEGEND

RIGHT OF WAY VACATED MAR. 15, 2022 BY DOCS. 2207416019 & 2207416021
EASEMENT RESERVED FOR: COM-ED

I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISION COMPANY, HEREBY RELEASE AND ABROGATE ALL RIGHTS OF EASEMENT WITHIN PARCELS 1-9 AS VACATED IN DOCUMENTS 2207416019 & 2207416021 RECORDED MARCH 15, 2022, BEING HEREBY VACATED.

DATED THIS ____ DAY OF _____, 2024.

COMMONWEALTH EDISION COMPANY

BY: _____
(SIGNATURE)

NAME: _____
(PLEASE PRINT)

TITLE: _____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____
WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS ____ DAY OF _____, 2024.

_____
NOTARY PUBLIC

PAGE 2 OF 3

SPACECO INC.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

CDOT#27-04-23-4053

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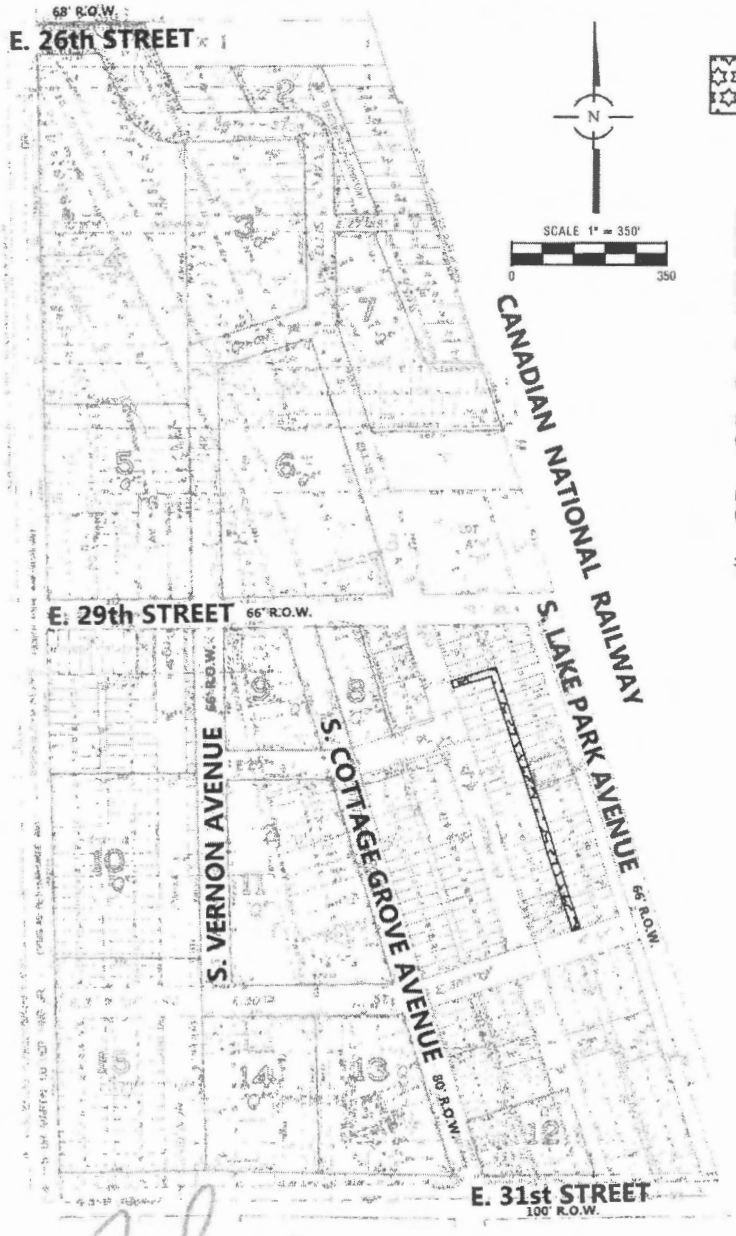
EXHIBIT "A"

RELEASE OF COM-ED EASEMENT AS RESERVED IN DOC. 14640815

THAT PART WITHIN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS



LEGEND

RIGHT OF WAY VACATED SEP. 27, 1948 AS DOC. 14640815
EASEMENT RESERVED FOR: COM-ED

I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISON COMPANY, HEREBY RELEASE AND ABROGATE ALL RIGHTS OF EASEMENT IN DOCUMENT 14640815 RECORDED SEPTEMBER 27, 1949, BEING HEREBY VACATED.

DATED THIS____ DAY OF_____, 2024.

COMMONWEALTH EDISON COMPANY

BY: _____
(SIGNATURE)

NAME: _____
(PLEASE PRINT)

_____
TITLE:

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____
WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS____ DAY OF_____, 2024.

_____
NOTARY PUBLIC

PAGE 3 OF 3

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
9575 W. Higgins Road, Suite 700
Rosemont, Illinois 60018
Phone: (847) 696-4050 Fax: (847) 696-4065

14th 27, 2024

CDOT#27-04-23-4053

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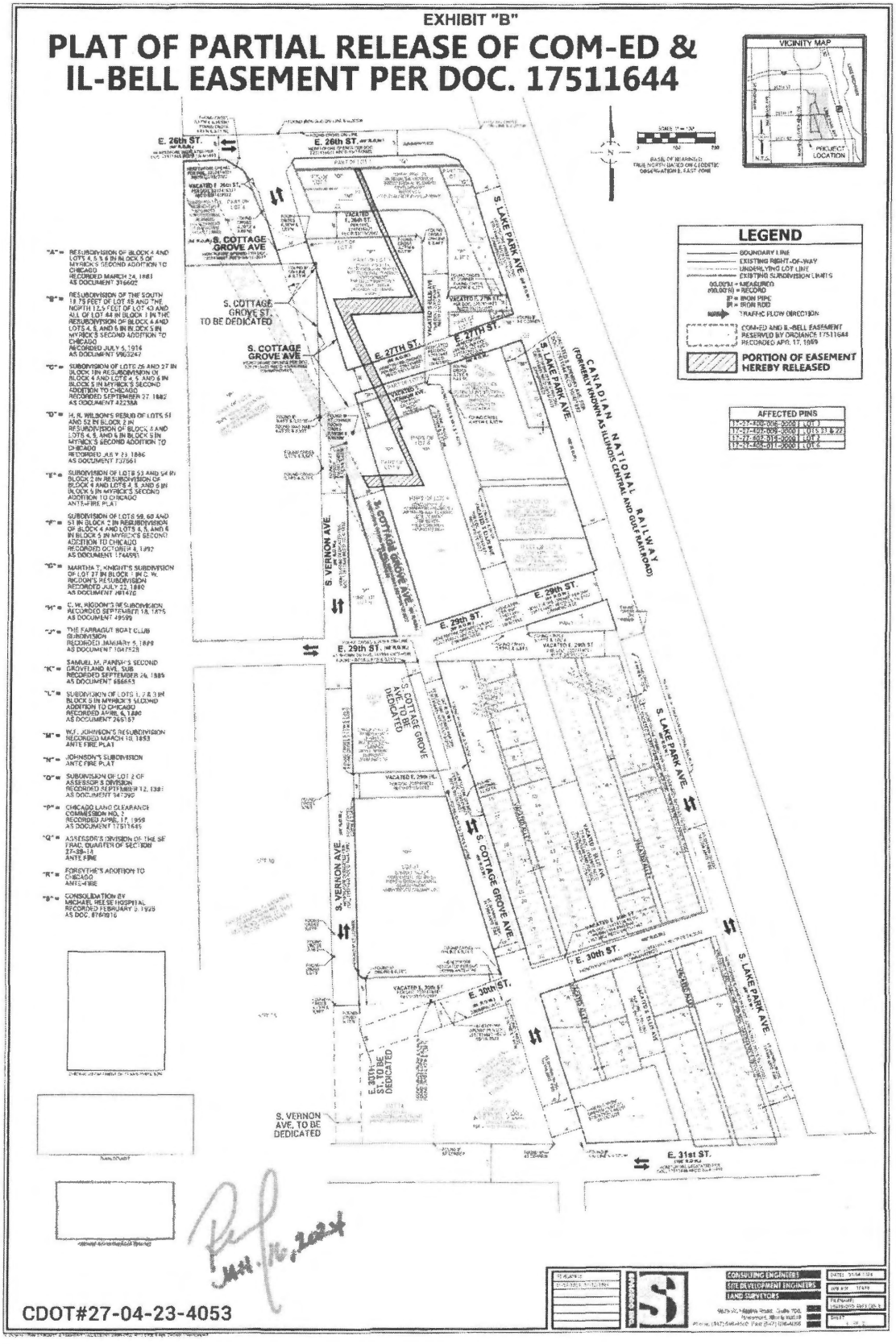


EXHIBIT "B"
PLAT OF PARTIAL RELEASE OF COM-ED & IL-BELL EASEMENT PER DOC. 17511644
VICINITY MAP
PROJECT LOCATION
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY
UNDERLYING LOT LINE
EXISTING SUBDIVISION LIMITS
(0.00'M) = MEASURED
(0.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
COM-ED AND IL-BELL EASEMENT RESERVED BY ORDIANCE 17511644 RECORDED APR. 17, 1989
PORTION OF EASEMENT HEREBY RELEASED
AFFECTED PINS
17-27-400-006-0000 LOT 1
17-27-400-009-0000 LOTS 31 & 32
17-27-402-014-0000 LOT 2
17-27-405-017-0000 LOT 6
E. 26th ST.
E. 27TH ST.
E. 29th ST.
E. 30th ST.
E. 31st ST.
S. LAKE PARK AVE.
S. COTTAGE GROVE AVE
S. COTTAGE GROVE ST. TO BE DEDICATED
S. VERNON AVE.
S. VERNON AVE. TO BE DEDICATED
E. 30TH ST. TO BE DEDICATED
CANADIAN NATIONAL RAILWAY (FORMERLY KNOWN AS ILLINOIS CENTRAL AND GULF RAILROAD)
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
CDOT#27-04-23-4053

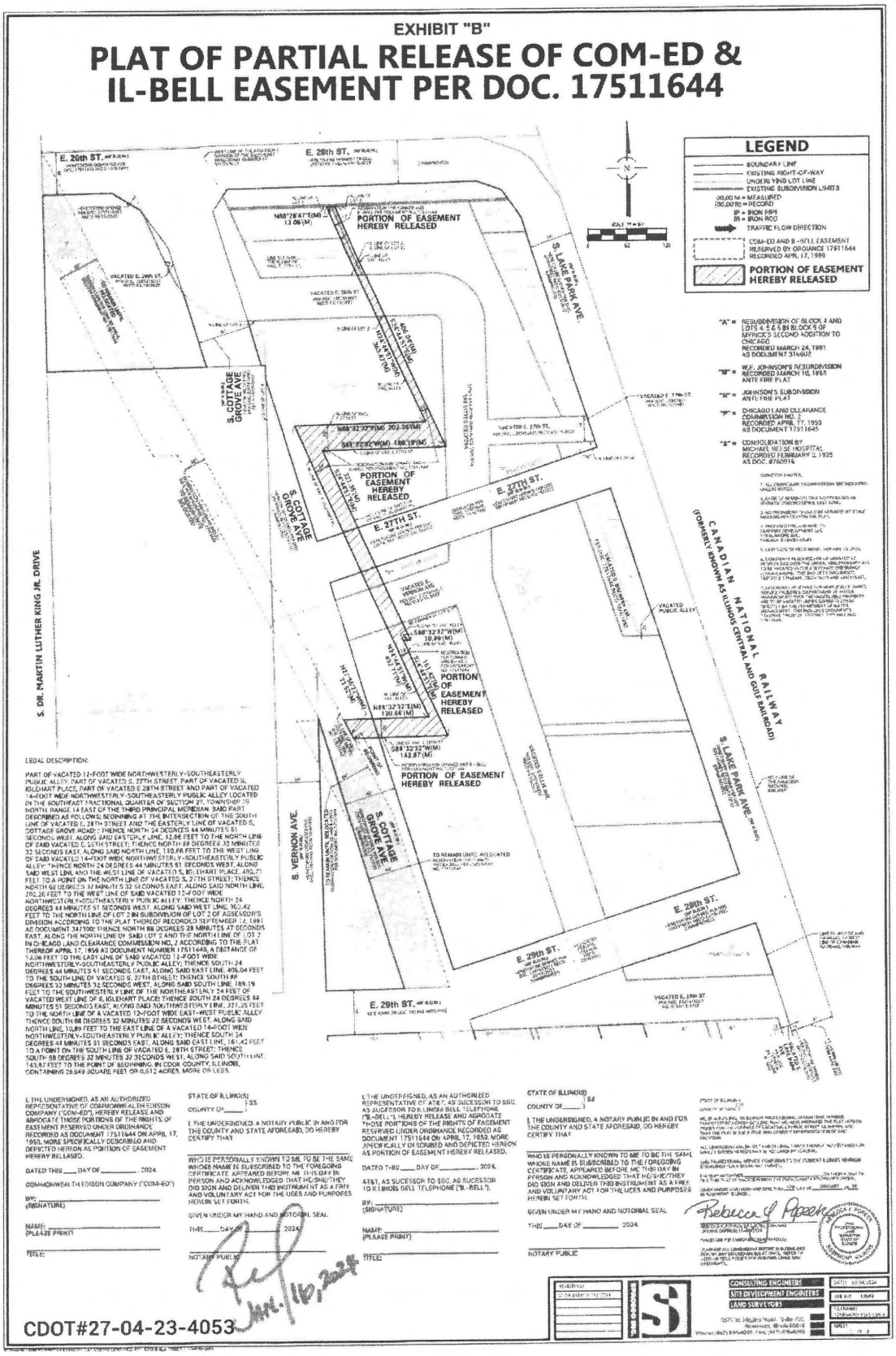


EXHIBIT "B"
PLAT OF PARTIAL RELEASE OF COM-ED & IL-BELL EASEMENT PER DOC. 17511644
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY
UNDERLYING LOT LINE
EXISTING SUBDIVISION LIMITS
(00.00)M = MEASURED
(00.00)R = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
COM-ED AND IL-BELL EASEMENT RESERVED BY ORDIANCE 17511644 RECORDED APR. 17, 1959
PORTION OF EASEMENT HEREBY RELEASED
"A" = RESUBDIVISION OF BLOCK 3 AND LOTS 4, 5 & 6 IN BLOCK 5 OF MYRICK'S SECOND ADDITION TO CHICAGO RECORDED MARCH 24, 1881 AS DOCUMENT 374602
"B" = W.E. JOHNSON'S RESUBDIVISION RECORDED MARCH 16, 1951 ANTE FIRE PLAT
"N" = JOHNSON'S SUBDIVISION ANTE FIRE PLAT
"R" = CHICAGO LAND CLEARANCE COMMISSION NO. 2 RECORDED APRIL 17, 1959 AS DOCUMENT 17511645
"S" = CONSOLIDATION BY MICHAEL REESE HOSPITAL RECORDED FEBRUARY 2, 1925 AS DOC. #7609914
E. 20th ST.
E. 28th ST.
E. 27TH ST.
E. 29th ST.
S. LAKE PARK AVE.
S. COTTAGE GROVE AVE.
S. DR. MARTIN LUTHER KING JR. DRIVE
S. VERNON AVE.
CANADIAN NATIONAL RAILWAY (FORMERLY BROWN AS ILLINOIS CENTRAL AND GULF RAILROAD)
PORTION OF EASEMENT HEREBY RELEASED
VACATED PUBLIC ALLEY
TO REMAIN UNRELEASED
LEGAL DESCRIPTION:
PART OF VACATED 12-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY, PART OF VACATED S. 27TH STREET, PART OF VACATED S. IGLEHART PLACE, PART OF VACATED E 28TH STREET AND PART OF VACATED 14-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY LOCATED IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN SAID PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VACATED E. 28TH STREET AND THE EASTERLY LINE OF VACATED S. COTTAGE GROVE ROAD; THENCE NORTH 24 DEGREES 44 MINUTES 51 SECONDS WEST, ALONG SAID EASTERLY LINE, 12.86 FEET TO THE NORTH LINE OF SAID VACATED E. 28TH STREET; THENCE NORTH 88 DEGREES 32 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE, 130.66 FEET TO THE WEST LINE OF SAID VACATED 14-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE NORTH 24 DEGREES 44 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE AND THE WEST LINE OF VACATED S. IGLEHART PLACE, 492.71 FEET TO A POINT ON THE NORTH LINE OF VACATED S. 27TH STREET; THENCE NORTH 88 DEGREES 32 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE, 202.26 FEET TO THE WEST LINE OF SAID VACATED 12-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE NORTH 24 DEGREES 44 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, 302.42 FEET TO THE NORTH LINE OF LOT 2 IN SUBDIVISION OF LOT 2 OF ASSESSOR'S DIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1881 AS DOCUMENT 347990; THENCE NORTH 88 DEGREES 28 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2 AND THE NORTH LINE OF LOT 2 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2 ACCORDING TO THE PLAT THEREOF APRIL 17, 1959 AS DOCUMENT NUMBER 17511645, A DISTANCE OF 13.06 FEET TO THE EAST LINE OF SAID VACATED 12-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE SOUTH 24 DEGREES 44 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, 406.04 FEET TO THE SOUTH LINE OF VACATED E. 27TH STREET; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, 189.19 FEET TO THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 7.24 FEET OF VACATED WEST LINE OF S. IGLEHART PLACE; THENCE SOUTH 24 DEGREES 44 MINUTES 51 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, 321.25 FEET TO THE NORTH LINE OF A VACATED 12-FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST, ALONG SAID NORTH LINE, 10.89 FEET TO THE EAST LINE OF A VACATED 14-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE SOUTH 24 DEGREES 44 MINUTES 51 SECONDS EAST, ALONG SAID EAST LINE, 161.42 FEET TO A POINT ON THE SOUTH LINE OF VACATED E. 28TH STREET; THENCE SOUTH 88 DEGREES 32 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, 143.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 26,649 SQUARE FEET OR 0.612 ACRES, MORE OR LESS.
I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISON COMPANY ("COM-ED"), HEREBY RELEASE AND ABROGATE THOSE PORTIONS OF THE RIGHTS OF EASEMENT RESERVED UNDER ORDINANCE RECORDED AS DOCUMENT 17511644 ON APRIL 17, 1959, MORE SPECIFICALLY DESCRIBED AND DEPICTED HEREON AS PORTION OF EASEMENT HEREBY RELEASED.
DATED THIS ____ DAY OF _____, 2024.
COMMONWEALTH EDISON COMPANY ("COM-ED")
BY: (SIGNATURE)
NAME: (PLEASE PRINT)
TITLE:
STATE OF ILLINOIS)
) SS
COUNTY OF ____)
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL
THIS ____ DAY OF _____ 2024.
NOTARY PUBLIC
I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF AT&T, AS SUCESSOR TO SBC, AS SUCESSOR TO ILLINOIS BELL TELEPHONE ("IL-BELL"), HEREBY RELEASE AND ABROGATE THOSE PORTIONS OF THE RIGHTS OF EASEMENT RESERVED UNDER ORDINANCE RECORDED AS DOCUMENT 17511644 ON APRIL 17, 1959, MORE SPECIFICALLY DESCRIBED AND DEPICTED HEREON AS PORTION OF EASEMENT HEREBY RELEASED.
DATED THIS ____ DAY OF _____, 2024.
AT&T, AS SUCESSOR TO SBC, AS SUCESSOR TO ILLINOIS BELL TELEPHONE ("IL-BELL").
BY: (SIGNATURE)
NAME: (PLEASE PRINT)
TITLE:
STATE OF ILLINOIS)
) SS
COUNTY OF ____)
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL
THIS ____ DAY OF _____ 2024.
NOTARY PUBLIC
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
CDOT#27-04-23-4053

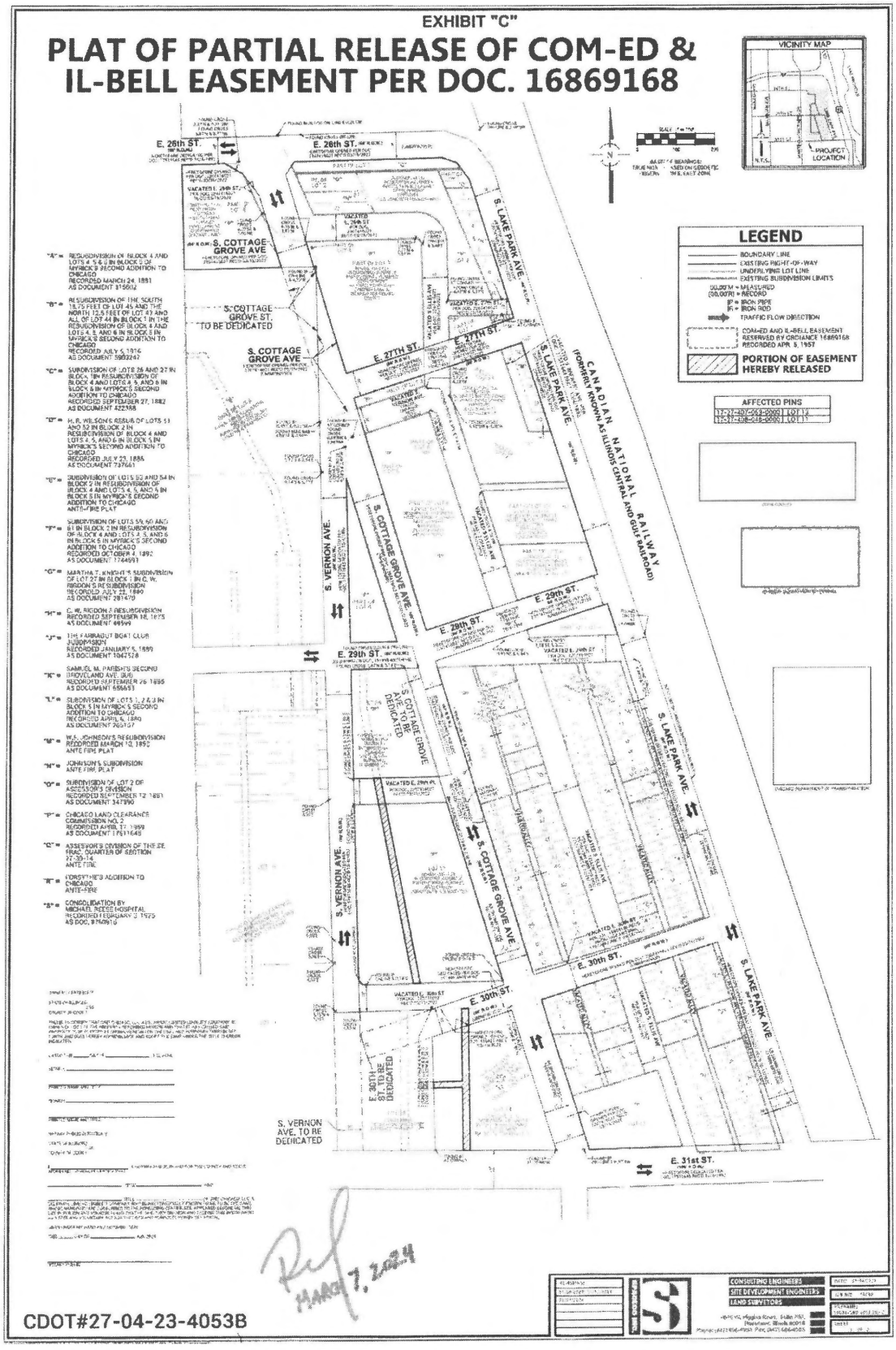


EXHIBIT "C"
PLAT OF PARTIAL RELEASE OF COM-ED & IL-BELL EASEMENT PER DOC. 16869168
VICINITY MAP
PROJECT LOCATION
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY
UNDERLYING LOT LINE
EXISTING SUBDIVISION LIMITS
SUBDIV'N = MEASURED
(SUBDIV'N) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
COM-ED AND IL-BELL EASEMENT RESERVED BY ORDINANCE 16869168 RECORDED APR. 9, 1957
PORTION OF EASEMENT HEREBY RELEASED
AFFECTED PINS
17-27-407-043-0000 [LOT 1]
17-27-408-048-0000 [LOT 1]
E. 26th ST.
S. COTTAGE GROVE ST. TO BE DEDICATED
S. COTTAGE GROVE AVE
E. 27TH ST.
S. LAKE PARK AVE.
CANADIAN NATIONAL RAILWAY (FORMERLY KNOWN AS ILLINOIS CENTRAL AND GULF RAILROAD)
S. VERNON AVE.
E. 29th ST.
S. COTTAGE GROVE AVE. TO BE DEDICATED
E. 30th ST.
S. VERNON AVE. TO BE DEDICATED
E. 31st ST.
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
CDOT#27-04-23-4053B

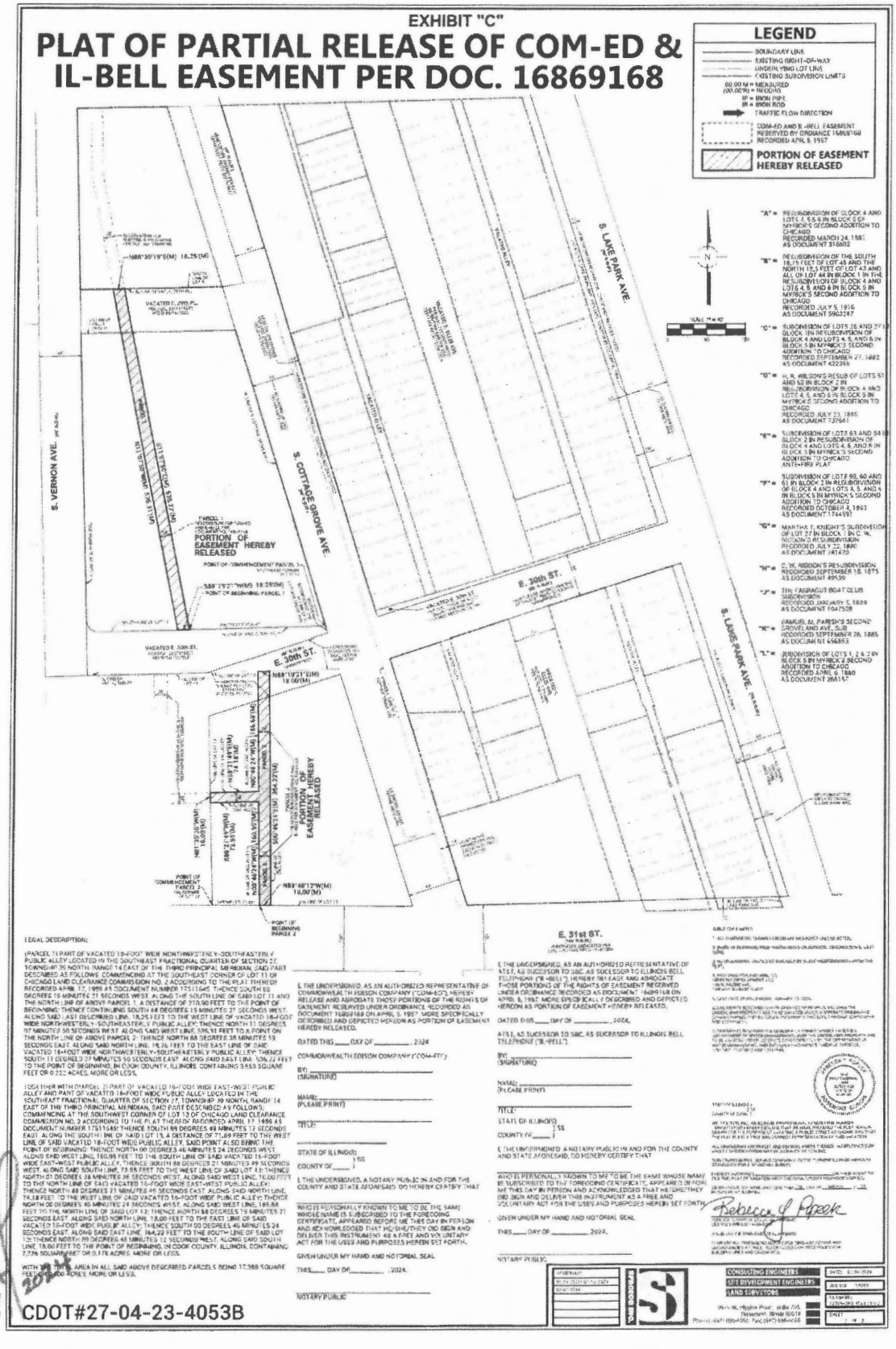


EXHIBIT "C"
PLAT OF PARTIAL RELEASE OF COM-ED & IL-BELL EASEMENT PER DOC. 16869168
LEGEND
BOUNDARY LINE
EXISTING RIGHT-OF-WAY
UNDERLYING LOT LINE
EXISTING SUBDIVISION LINES
(00.00'M) = MEASURED
(00.00'R) = RECORD
IP = IRON PIPE
IR = IRON ROD
TRAFFIC FLOW DIRECTION
COM-ED AND IL-BELL EASEMENT RESERVED BY ORDINANCE 16869168 RECORDED APRIL 5, 1957
PORTION OF EASEMENT HEREBY RELEASED
S. VERNON AVE.
S. COTTAGE GROVE AVE.
S. LAKE PARK AVE.
E. 30th ST.
E. 31st ST.
PORTION OF EASEMENT HEREBY RELEASED
POINT OF COMMENCEMENT PARCEL 1
POINT OF BEGINNING PARCEL 1
POINT OF COMMENCEMENT PARCEL 2
POINT OF BEGINNING PARCEL 2
LEGAL DESCRIPTION:
(PARCEL 1) PART OF VACATED 18-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY LOCATED IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 11 OF CHICAGO LAND CLEARANCE COMMISSION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1950 AS DOCUMENT NUMBER 17511545; THENCE SOUTH 89 DEGREE 19 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 11 AND THE NORTH LINE OF ABOVE PARCEL 1, A DISTANCE OF 313.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 19 MINUTES 21 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 18.25 FEET TO THE WEST LINE OF VACATED 18-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE NORTH 11 DEGREES 07 MINUTES 50 SECONDS WEST ALONG SAID WEST LINE, 536.51 FEET TO A POINT ON THE NORTH LINE OF ABOVE PARCEL 2; THENCE NORTH 88 DEGREES 35 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 18.26 FEET TO THE EAST LINE OF SAID VACATED 18-FOOT WIDE NORTHWESTERLY-SOUTHEASTERLY PUBLIC ALLEY; THENCE SOUTH 11 DEGREES 07 MINUTES 50 SECONDS EAST ALONG SAID EAST LINE, 536.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS CONTAINING 9,853 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.
TOGETHER WITH (PARCEL 2) PART OF VACATED 16-FOOT WIDE EAST-WEST PUBLIC ALLEY AND PART OF VACATED 18-FOOT WIDE PUBLIC ALLEY LOCATED IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 12 OF CHICAGO LAND CLEARANCE COMMISSION NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1950 AS DOCUMENT NUMBER 17511545; THENCE SOUTH 89 DEGREES 48 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 71.69 FEET TO THE WEST LINE OF SAID VACATED 18-FOOT WIDE PUBLIC ALLEY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE, 180.95 FEET TO THE SOUTH LINE OF SAID VACATED 16-FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE SOUTH 88 DEGREES 21 MINUTES 39 SECONDS WEST ALONG SAID SOUTH LINE, 73.66 FEET TO THE WEST LINE OF SAID LOT 13; THENCE NORTH 01 DEGREES 38 MINUTES 36 SECONDS EAST ALONG SAID WEST LINE, 16.00 FEET TO THE NORTH LINE OF SAID VACATED 16-FOOT WIDE EAST-WEST PUBLIC ALLEY; THENCE NORTH 88 DEGREES 21 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE, 74.38 FEET TO THE WEST LINE OF SAID VACATED 16-FOOT WIDE PUBLIC ALLEY; THENCE NORTH 00 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE, 186.64 FEET TO THE NORTH LINE OF SAID LOT 12; THENCE NORTH 88 DEGREES 19 MINUTES 21 SECONDS EAST ALONG SAID NORTH LINE, 18.00 FEET TO THE EAST LINE OF SAID VACATED 18-FOOT WIDE PUBLIC ALLEY; THENCE SOUTH 00 DEGREES 46 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE, 364.22 FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE NORTH 89 DEGREES 48 MINUTES 12 SECONDS WEST ALONG SAID SOUTH LINE, 19.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 7,736 SQUARE FEET OR 0.178 ACRES, MORE OR LESS.
WITH A TOTAL AREA IN ALL SAID ABOVE DESCRIBED PARCELS BEING 17,589 SQUARE FEET OR 0.400 ACRES, MORE OR LESS.
I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISON COMPANY ("COM-ED"), HEREBY RELEASE AND ABROGATE THOSE PORTIONS OF THE RIGHTS OF EASEMENT RESERVED UNDER ORDINANCE RECORDED AS DOCUMENT 16869168 ON APRIL 5, 1957 MORE SPECIFICALLY DESCRIBED AND DEPICTED HEREON AS PORTION OF EASEMENT HEREBY RELEASED.
DATED THIS ____ DAY OF _____, 2024.
COMMONWEALTH EDISON COMPANY ("COM-ED")
BY: (SIGNATURE)
NAME: (PLEASE PRINT)
TITLE:
STATE OF ILLINOIS } SS
COUNTY OF ____ }
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL
THIS ____ DAY OF _____, 2024.
NOTARY PUBLIC
I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF AT&T, AS SUCCESSOR TO SBC, AS SUCCESSOR TO ILLINOIS BELL TELEPHONE ("IL-BELL"), HEREBY RELEASE AND ABROGATE THOSE PORTIONS OF THE RIGHTS OF EASEMENT RESERVED UNDER ORDINANCE RECORDED AS DOCUMENT 16869168 ON APRIL 5, 1957 MORE SPECIFICALLY DESCRIBED AND DEPICTED HEREON AS PORTION OF EASEMENT HEREBY RELEASED.
DATED THIS ____ DAY OF _____, 2024.
AT&T, AS SUCCESSOR TO SBC, AS SUCCESSOR TO ILLINOIS BELL TELEPHONE ("IL-BELL").
BY: (SIGNATURE)
NAME: (PLEASE PRINT)
TITLE:
STATE OF ILLINOIS } SS
COUNTY OF ____ }
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED IN PERSON ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL
THIS ____ DAY OF _____, 2024.
NOTARY PUBLIC
Rebecca L Pasek
CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS
CDOT#27-04-23-4053B

WIDENING OF PUBLIC WAY ON W. LELAND AVE., BETWEEN N. WESTERN AVE. AND N. LINCOLN AVE.

[O2024-0008836]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0008836) transmitted herewith which seeks to widen a section of West Leland Avenue, between North Western Avenue and North Lincoln Avenue, through the Division of Project Development's Livable Streets Program which seeks to support its Lincoln Square Brown Line Area Improvements Project by constructing a public plaza for commuter gathering. This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City can enhance public access by opening to traffic new rights-of-way, or widening existing rights-of-way, from adjacent publicly-owned lots; and

WHEREAS, The City, by and through its Department of Transportation, seeks to widen a section of West Leland Avenue, between North Western Avenue and North Lincoln Avenue, through the Division of Project Development's Livable Streets Program (the "Program"); and

WHEREAS, The Program seeks to support its Lincoln Square Brown Line Area Improvements Project by constructing a public plaza for commuter gathering; now, therefore,

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

SECTION 1. The opening of public right-of-way described as Lots 86, 87 and 88 (except that part taken for widening North Western Avenue by ordinance passed April 1, 1925 and recorded September 28, 1931) in P.J. Sexton's Addition to Chicago, according to the plat recorded October 20, 1891 as Document Number 1560367, being a subdivision of that part of the northwest quarter of the northwest quarter, lying west of North Lincoln Avenue, in Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel containing 7,785 square feet or 0.179 acre, more or less, together with that part of Lots 101 and 102 in P.J. Sexton's Addition to Chicago; lying south of and adjoining the following described line: beginning at a point on the east line of said Lot 101, said point being 9.83 feet north from the southeast corner thereof, as measured along said east line; thence northwesterly to a point on the east line of North Western Avenue as widened, said point being on said line lying 50 feet east of and parallel with the west line of said section, said point being 31.04 feet north of the south line of said Lot 101 and in Lot 102, as measured along said line lying 50 feet east of and parallel with the west line of said section, said point being the point of terminus, in Cook County, Illinois, said parcel containing 2,663 square feet or 0.061 acre, more or less, with the total area of all said parcels described being 10,448 square feet or 0.240 acre, more or less, as shaded and legally described by the words "Hereby Opened" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby opened to public use as the same is intended for public benefit and the public interest will be subserved by such opening.

SECTION 2. The Program acknowledges that while no public mains or sewers exist within the boundaries of the areas herein opened, limited sewers that have not yet been page 2 accepted by the Department of Water Management do exist. If said structures are to be altered or abandoned, such work must be coordinated with the Department of Water Management ("DWM") Sewer Section, with the abandonment plans reviewed, approved, and permitted by the DWM prior to work. The Program understands that it is responsible for providing proper grading and drainage on the areas herein opened, at its sole expense. Acceptance of new sewers is contingent upon submittal of as-built drawings, and physical and videotape inspection provided by the Program provided to the Department of Water Management within 30 days of completion. All sewer work requires a permit of a Licensed Drainlayer as secured through the Department of Buildings-Sewer Permit Section.

SECTION 3. The openings herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Program shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, Illinois, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The openings shall take effect upon the recording of the published ordinance and approved plat.

Opening Approved:

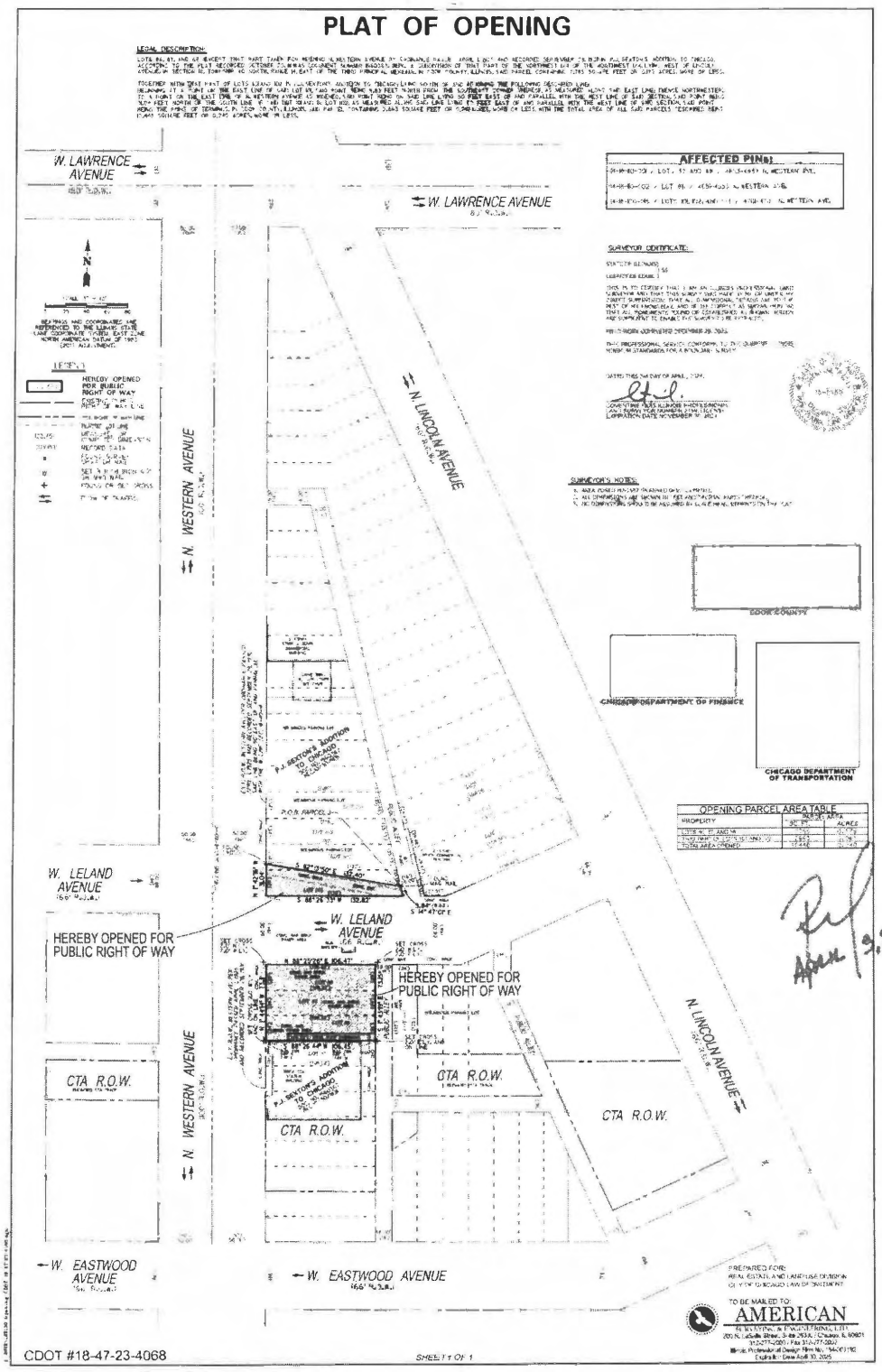
(Signed) Thomas Carney
Commissioner,
Department of Transportation

Introduced By:

(Signed) Matthew Martin
Alderperson, 47th Ward

[Exhibit "A" referred to in this ordinance printed on page 12052 of this *Journal.*]

Exhibit "A".


PLAT OF OPENING
LEGAL DESCRIPTION:
AFFECTED PINs:
SURVEYOR CERTIFICATE:
SURVEYOR'S NOTES:
W. LAWRENCE AVENUE
N. WESTERN AVENUE
N. LINCOLN AVENUE
W. LELAND AVENUE
W. EASTWOOD AVENUE
HEREBY OPENED FOR PUBLIC RIGHT OF WAY
CTA R.O.W.
COOK COUNTY
CHICAGO DEPARTMENT OF FINANCE
CHICAGO DEPARTMENT OF TRANSPORTATION
OPENING PARCEL AREA TABLE
P.J. SEXTON'S ADDITION TO CHICAGO
P.O.B. PARCEL 1
PREPARED FOR:
TO BE MAILED TO:
AMERICAN
CDOT #18-47-23-4068
SHEET 1 OF 1

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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):

Cheetah Gym.

[O2024-0008823]

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

SECTION 1. Pursuant to Section10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Cheetah Gym, 5248 North Clark Street, Chicago, Illinois 60660, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 5248 North Clark Street.

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

Kensington School.

[O2024-0008822]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kensington School, 1220 West Adams Street, Chicago, Illinois 60607, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

Kreating Young Minds Academy.

[O2024-0008472]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kreating Young Minds Academy, 1900 -- 1906 East 87th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

Platinum Window Tints, Doing Business As Quality Complete Auto Care.
[O2024-0008676]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Platinum Window Tints, doing business as Quality Complete Auto Care, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 5317 South Archer Avenue, Chicago, Illinois.

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

Westwood Village Nursing And Rehabilitation Center.
[O2024-0008827]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Westwood Village Nursing and Rehabilitation Center, 2444 West Touhy Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

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801 South Western Avenue LLC And The Fruitful Family Fund LLC.
[O2024-0008840]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt

801 South Western Avenue LLC and The Fruitful Family Fund LLC of 801 -- 809 South Western Avenue/2349 -- 2359 West Polk Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

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

EXEMPTION OF WEST TOWN DAYCARE FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGE IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

[O2024-0008422]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Department of Transportation to exempt Prairie District Apartment from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1801 South Wabash Avenue and 1800 South Michigan Avenue in order to allow access to said parking facilities which are in excess of six (6) spaces. This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt West Town Daycare located at 1604 North Richmond Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

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

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance

transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and substitute ordinance were referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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):

1300 Block Of W. Jackson Blvd., Between S. Throop St. To S. Loomis St., To Be Known As "PO Thor O Soderberg CPD Way".

[SO2024-0008859]

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

SECTION 1. Be it hereby ordered that the Commissioner of Transportation be directed to install honorary street-name signs to honor PO Thor O Soderberg, on the 1300 block of West Jackson Boulevard, from South Throop Street to South Loomis Street, as "PO Thor O Soderberg CPD Way".

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

N. Damen Ave., Between W. Henderson St. And W. Roscoe St., To Be Known As "Honorary Colleen J. Flood Way".

[O2024-0008766]

WHEREAS, Colleen J. Flood passed away on September 19th, 2023; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderperson Scott Waguespack; and

WHEREAS, In recognition of the pivotal role she played in uplifting the North Side community of Roscoe Village in Chicago, the Mayor and members of this chamber are proud to commemorate Colleen J. Flood; and

WHEREAS, Colleen J. Flood was born on August 22, 1944, on the South Side of Chicago. At nine years of age, her family uprooted to the North Side. She attended Carl Schurz High School, followed by beauty school; and

WHEREAS, Colleen moved to Roscoe Village in 1979, where she became a businesswoman and remained a lifelong resident; and

WHEREAS, Colleen and Paul, her partner of 45 years, dedicated their time to improving Roscoe Village, first buying the building at 2212 West Roscoe Street to open her first business, a beauty salon. Colleen worked as the owner stylist, and they rented apartments to new residents to the neighborhood. Together they bought properties and helped rebuild Roscoe Village; and

WHEREAS, During this time, she became the co-owner of the ever popular neighborhood community spot "The Four Treys Tavern" on North Damen Avenue and West Henderson Street. Because of her love and enthusiasm for animals, the Four Treys became one of the very first dog-friendly bars in the City of Chicago; and

WHEREAS, Throughout her time in Roscoe Village, Colleen mentored new business owners in the village and developed lifelong friendships with everyone in the area; and

WHEREAS, Colleen took enormous pride in the community and along with a few others, organized neighbors in 1988, to start the Roscoe Village Neighbors Association ("RVN"). Colleen served as the RVN president between 1990 -- 1994 and remained a board member for many years after; and

WHEREAS, Colleen's work with friends and neighbors continued to build the neighborhood; she created or had the vision to advance new events to highlight the community including:

The naming of "Roscoe Village";

The Annual Retro on Roscoe Street Festival and Antique Car Show;

The Annual Roscoe Village Winterfest;

The Annual Roscoe Village Halloween Parade;

The Annual Lakeview Food Pantry Pub Crawl; and

WHEREAS, Colleen's dedication and leadership over the last 40 years to keep the community prosperous and safe have made Roscoe Village what it is today; and

WHEREAS, Although Colleen's life was shortened as she passed away from cancer on September 19, 2023, the incredible number of people from all over Chicago and the states in attendance at her burial and memorial were a true testament of admiration and respect from all that knew her; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for standardization of North Damen Avenue, between West Henderson Street and West Roscoe Street, as "Honorary Colleen J. Flood Way".

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

5855 To 5920 N. Ridge Ave. To Be Known As "William Friedkin Way".
[O2024-0008596]

WHEREAS, William Friedkin was an American film and television director, producer and screenwriter best known for his crime thriller, "The French Connection", and the horror film, "The Exorcist"; and

WHEREAS, William Friedkin won five Academy Awards including Best Picture and Best Director; and

WHEREAS, William Friedkin proudly came from humble beginnings, born and raised in Chicago by Jewish immigrant parents, and starting his professional career in the WGN mail room; and

WHEREAS, William Friedkin attended Chicago Public Schools, graduating from Nicholas Senn High School in Edgewater in 1953, where he played basketball; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of 5855 to 5920 North Ridge Avenue, as "William Friedkin Way".

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

S. Christiana Ave., Between W. 105th St. And W. 105th Pl., To Be Known As "Honorary Winnie Ryan Way".

[O2024-0008938]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Christiana Avenue, between West 105th Street and West 105th Place, as "Honorary Winnie Ryan Way".

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

**Signs to be installed on existing pole located at 10501 South Christiana Avenue.

AMENDMENT OF HONORARY STREET DESIGNATION FOR OSSIE GOFF WAY.
[O2024-0008941]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 22, 2024.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0008941) transmitted herewith for an amendment to an ordinance passed by the City Council of the City of Chicago for Ossie Goff Way on March 20, 2024 and printed upon page 10427 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Ossie Goff Way" and inserting in its place the words: "Ossie Ballew Way". This ordinance was referred to the committee on April 17, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Vasquez, 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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. An amendment to the ordinance passed by the City Council of the City of Chicago for "Ossie Goff Way" on March 20, 2024, and on page 10427 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby amended by deleting the words: "Ossie Goff Way" and inserting in its place the words: "Ossie Ballew Way".

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

COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

APPOINTMENT OF KEMENA BROOKS AS MEMBER OF CHICAGO PLAN COMMISSION.

[A2024-0008925]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for approval of the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

On motion of Alderperson Lawson, the committee's recommendation was *Concurred In* and the said proposed appointment of Kemena Brooks as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF TANIA J. KADAKIA AS MEMBER OF CHICAGO PLAN COMMISSION.

[A2024-0008927]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction

to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for approval of the appointment of Tania J. Kadakia as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

On motion of Alderperson Lawson, the committee's recommendation was *Concurred In* and the said proposed appointment of Tania J. Kadakia as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF ADRIAN SOTO AS MEMBER OF ZONING BOARD OF APPEALS.

[A2024-0008929]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for approval of the appointment of Adrian Soto as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

On motion of Alderperson Lawson, the committee's recommendation was *Concurred In* and the said proposed appointment of Adrian Soto as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING PERMIT SPECIFICATIONS AND LOCATION RESTRICTIONS FOR CANNABIS BUSINESS ESTABLISHMENTS.

[O2024-0008398]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Knudsen -- 1.

Alderperson Harris 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 17-3-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

17-3-0207 Use Table and Standards.

USE GROUP		**Zoning Districts**						**Use Standard**	**Parking Standard**
Use Category		**B1**	**B2**	**B3**	**C1**	**C2**	**C3**		
	Specific Use Type								
P = permitted by-right S = special use approval required PD = planned development approval required - = Not allowed									
(*Omitted text is unaffected by this ordinance*)									
AAA. Cannabis Business Establishments									
1.	Adult Use Cannabis Dispensary	-	-	-	S*	S*	S*	§17-9-0129	§17-10-0207-M
2.	Medical Cannabis Dispensary	-	-	-	S*	S*	S*	§17-9-0129	§17-10-0207-M
3.	Cannabis Craft Grower	-	-	-	S*	S*	S*	§17-9-0129	§17-10-0207-M
4.	Cannabis Infuser	-	-	-	S*	S*	S*	§17-9-0129	§17-10-0207-M
5.	Cannabis Processor	-	-	-	S*	S*	S*	§17-9-0129	§17-10-0207-M
(*Omitted text is unaffected by this ordinance*)									
*.Pursuant to Section 17-9-0129(1), *cannabis business establishments* in a certain area delineated in Section 17-9-0129 (1) must be reviewed and approved in accordance with the Type I Zoning Map Amendment procedures of Section 17-13-0302 instead of the special use procedures									

SECTION 2. Section 17-4-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

17-4-0207 Use Table and Standards.

USE GROUP		Zoning District				Use Standard	Parking Standard
Use Category		DC	DX	DR	DS		
	Specific Use Type						
P = permitted by-right S = special use approval required PD = planned development approval required - = Not allowed							
(Omitted text is unaffected by this ordinance)							
AAA. Cannabis Business Establishment							
1.	Adult Use Cannabis Dispensary	S*	S*		S*	§17-9-0129	§17-10-0208
2.	Medical Cannabis Dispensary	S*	S*		S*	§17-9-0129	§17-10-0208
3.	Cannabis Craft Grower	S*	S*		S*	§17-9-0129	§17-10-0208
4.	Cannabis Infuser	S*	S*		S*	§17-9-0129	§17-10-0208
5.	Cannabis Processor	S*	S*		S*	§17-9-0129	§17-10-0208
(Omitted text is unaffected by this ordinance)							
* Pursuant to Section 17-9-0129(1), *cannabis business establishments* in a certain area delineated in Section 17-9-0129 (1) must be reviewed and approved in accordance with the Type I Zoning Map Amendment procedures of Section 17-13-0302 instead of the special use procedures.							

SECTION 3. Section 17-5-0207 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

17-5-0207 Use Table and Standards.

USE GROUP		District			Use Standard	Parking Standard
Use Category		M1	M2	M3		
	Specific Use Type					
P = permitted by-right S = special use approval required						

PD = planned development approval required - = Not allowed						
(*Omitted text is unaffected by this ordinance*)						
LL. Cannabis Business Establishment						
1.	Cannabis Cultivation Center	-	P/S*	P/S*	§17-9-0129	§17-10-0208
2.	Cannabis Craft Grower	-	P/S*	P/S*	§17-9-0129	§17-10-0208
3.	Cannabis Infuser	-	P/S*	P/S*	§17-9-0129	§17-10-0208
4.	Cannabis Processor	-	P/S*	P/S*	§17-9-0129	§17-10-0208
(*Omitted text is unaffected by this ordinance*)						
* Pursuant to Section 17-9-0129(1), *cannabis business establishments* in a certain area delineated in Section 17-9-0129 (1) must be reviewed and approved in accordance with the Type I Zoning Map Amendment procedures of Section 17-13-0302 instead of the special use procedures.						

SECTION 4. Section 17-9-0129 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

17-9-0129 Cannabis business establishments. Cannabis business establishments shall comply with the following standards:

1. Notwithstanding any other provisions of this Zoning Ordinance, *cannabis business establishments* to be located on property within the area bounded by Division Street, Lake Michigan, Roosevelt Road, and Halsted Street, are authorized only if reviewed and approved in accordance with the Type I Zoning Map Amendment procedures of Section 17-13-0302, or the *planned development* procedures of Section 17-13-0600 (if the project otherwise qualifies as a mandatory or elective *planned development* under Sections 17-8-0500 or 17-8-0600) instead of the *special use* procedures of Section 17-13-0900. In addition to all other applicable legal requirements, any Type I application or *planned development* application for a *cannabis business establishment* shall be processed in compliance with Section 55-28 of the State of Illinois' Cannabis Regulation and Tax Act (410 ILCS 70/55-28). Any *cannabis business establishment* to be located not within the area bounded by Division Street, Lake Michigan, Roosevelt Road, and Halsted Street, requires *special use* approval in accordance with Section 17-13-0900 unless permitted under subsection (6) or located within a *planned development* specifically authorizing such use.

~~1~~2. *Cannabis craft growers* may be allowed to conduct retail sales of cannabis products produced on-site only if such retail sales are reviewed and approved as a *special use* by the Zoning Board of Appeals, or as specifically authorized in a *planned development* (if the project otherwise qualifies as a mandatory or elective planned development under Sections 17-8-0500 or 17-8-0600); provided, however, that if the subject property is located within the area bounded

by Division Street, Lake Michigan, Roosevelt Road, and Halsted Street, then in lieu of review and approval as a *special use* such retail sales shall be reviewed in accordance with the Type I Zoning Map Amendment procedures of Section 17-13-0302, or the planned development procedures of Section 17-13-0600 (if the project otherwise qualifies as a mandatory or elective planned development under Sections 17-8-0500 or 17-8-0600). Such retail sales shall not exceed 20% of total floor area or 3,000 square feet, whichever is less, subject to the State of Illinois Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) and the State of Illinois Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1 et seq.), as well as any state administrative rule promulgated pursuant to these acts. The applicant for such proposed cannabis products retail sales of cannabis products required under this subsection to be reviewed and approved pursuant to a *special use* procedures shall also hold a community meeting, pursuant to Section 17-13-0905-G, and the applicant for such proposed retail sales of cannabis products required under this subsection to be reviewed and approved under the Type I Zoning Map Amendment procedure or planned development procedures, shall also hold a community meeting pursuant to subsection (7) of this section.

~~2. The same site location of one *adult use cannabis dispensary* is permitted by-right at any location where a *medical cannabis dispensary* has been established on or before June 25, 2019. Prior to December 31, 2019, such *medical cannabis dispensary* operator shall send written notice by USPS first class mail to the *property owner* of the subject property and to all *property owners* within 250 feet of the property lines of the subject property stating that as of January 1, 2020, such *medical cannabis dispensary* is authorized to sell adult use cannabis at that location. Such *medical cannabis dispensary* operator shall furnish a complete list of the names and last known addresses of the persons provided with such written notice as well as a written affidavit certifying compliance with such written notice to the Chairman of the Zoning Board of Appeals on or before December 31, 2019, in a form prescribed by the Commissioner of the Department of Planning and Development. No *medical cannabis dispensary* shall commence dispensing adult use cannabis in its *medical cannabis dispensary* site without complying with the notice requirement provided in this Section.~~

3. An *adult use cannabis dispensary* shall be located no closer than 500 feet from any *school*; such distance shall be measured on a straight line from the nearest property line of the *school* to the nearest property line of the lot to be occupied by the *adult use cannabis dispensary*. Notwithstanding the foregoing, if a proposed *adult use cannabis dispensary* is to be located within the area bounded by Division Street, Lake Michigan, Roosevelt Road, and Halsted Street, then the limitation as to the required distance from a *school* shall be 500 feet or such lesser distance as established in the Type I Zoning Map Amendment or a *planned development authorizing such use*.

4. A *cannabis infuser* or *cannabis processor* may share enclosed facilities with cannabis craft growing, processing or dispensing organizations, provided all cannabis and currency is separately stored and secured.

5. A *cannabis business establishment* located within a *planned development* that specifically authorizes such use shall not be required to secure a *special use* or Type 1 map amendment. ~~which requires a *special use* may operate in any *planned development* prior to such use being reviewed and approved as a *special use* by the Zoning Board of Appeals.~~

6. A *cannabis cultivation center*, *cannabis craft grower*, *cannabis infuser* or *cannabis processor* is a permitted use by-right in "M2" and "M3" districts if such use is located more than 660 feet from any residential district. Special use approval is required for a *cannabis cultivation*

center, *cannabis craft grower*, *cannabis infuser* or *cannabis processor* in "M2" and "M3" districts when such use is located within 660 feet of any residential district.

7. When a *cannabis business establishment requires* review and approval as a Type 1 zoning map amendment or is to be reviewed and approved as a *planned development*, then before a public hearing is held before the City Council Committee on Zoning, Landmarks and Building Standards to consider a Type I application or before a public hearing before the Chicago Plan Commission for a *planned development* application, the applicant must hold at least one community meeting in the ward in which the *cannabis business establishment* is proposed to be located for the purpose of explaining the proposal and soliciting comments on it. Such community meeting must be held no later than two weeks prior to the date of the anticipated public hearing before the Committee on Zoning, Landmarks and Building Standard or Chicago Plan Commission, as applicable, and notice of such community meeting must be provided pursuant to this section no later than two weeks prior to such community meeting. The applicant must notify in writing the Chair of the Committee on Zoning, Landmarks and Building Standards or the Chair of the Chicago Plan Commission, as applicable, and the Alderperson of the ward in which the *cannabis business establishment* is proposed to be located in writing of the time, place, and purpose of such community meeting. The applicant must publish notice of the community meeting in a newspaper of general circulation within the ward and the applicant must send written notice of such meeting in accordance with the applicable written notice requirements of Section 17-13-0107-A. No Type I Zoning Map amendment or *planned development* to establish a cannabis business establishment may be approved unless the Committee on Zoning Landmarks and Building Standards finds that the criteria of this section have been satisfied. When a *special use* is required the community meeting shall be held in accordance with Section 17-13-0905-G.

SECTION 5. Section 17-13-0302-A of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

17-13-0302-A Type 1.

1. A Type 1 application is required for proposals:

(*Omitted text is unaffected by this ordinance*)

(f) to establish a *cannabis business establishment* in a within the area bounded by Division Street, Lake Michigan, Roosevelt Road, and Halsted Street.

2. Any other applicant may elect to submit a Type 1 application.

SECTION 6. This ordinance shall apply to any application to establish a cannabis business establishment submitted on or after the effective date of this ordinance.

SECTION 7. This ordinance shall take full force and effect upon its adoption by the City Council.

AMENDMENT OF SECTION 17-4-0404-B OF MUNICIPAL CODE REGARDING MINIMUM LOT AREA REDUCTION FOR DOWNTOWN FLOOR AREA BONUS.
[O2023-0006208]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 17-4-0404 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

17-4-0404 Lot Area Per Unit.

(Omitted text is unaffected by this ordinance.)

17-4-0404-B MLA Reduction For Downtown Floor Area Bonus. Projects that qualify for and are granted floor area bonuses under Section 17-4-1000 are eligible to use reduced lot-area-per-unit standards. For each one percent increase in floor area awarded through the floor area bonus provisions of Section 17-4-1000, the minimum lot area per unit standard is reduced by one percent. The minimum lot area per unit reduction may not exceed 30 percent, regardless of the floor area bonus granted, except in dash 16 bulk and density designations, where this cap shall not apply.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 17-12-1005-D OF MUNICIPAL CODE REGARDING OCCUPANCY RATES OF PRINCIPAL TENANTS UTILIZING HIGH-RISE BUILDING SIGNS.

[SO2024-0007801]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 17-12-1000 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 underlined language, as follows:

(Omitted text is unaffected by this ordinance.)

17-12-1005-D High-Rise Building Signs.

(Omitted text is unaffected by this ordinance.)

9. High-rise building signs shall be limited to business identification for the principal tenant of the building or, if applicable, the alternate principal tenant. For purposes of this subsection, "principal tenant" means a tenant that occupies or has a signed lease to occupy at least the lesser of ~~51~~36 percent of the building's total floor area or ~~3~~250,000 square feet of the building's total floor area. If there is no principal tenant, or if the principal tenant informs the Zoning Administrator in writing that it does not wish to display a high-rise building sign, then an alternate principal tenant may apply to the City for approval of a high-rise building sign identifying said alternate principal tenant (in place of, and not in addition to, a high-rise building sign identifying the principal tenant). For purposes of this subsection, "alternate principal tenant" means a tenant which: (i) is the building's largest tenant, or next-largest tenant if there is no principal tenant, or, if there is a principal tenant, is the next-largest tenant; (ii) maintains the primary offices of its international, national or regional headquarters, or similarly publicly recognized significant business unit(s), in the building; and, (iii) either (a) maintains the primary offices of its chief executive or other executive officers in the building and employs 1,000 individuals nationally, or, (b) if those executive positions are not present in the building then employs at least 1,000 individuals in the building. Any principal or alternate principal tenant must provide the Zoning Administrator with building owner support for such high-rise building sign.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon publication.

ADOPT-A LANDMARK GRANT FUNDING AGREEMENT WITH ECG MADISON LLC FOR PRESERVATION PROJECT AT 801 W. MADISON ST./2 S. HALSTED ST.
[O2024-0008905]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinances 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, Section 17-4-1000 of the Chicago Zoning Ordinance (the "Downtown Bonus Ordinance") authorizes the City to award floor area bonuses to projects located in "D" districts in return for a financial contribution to the City ("Bonus Payment"); and

WHEREAS, The Bonus Payment is deposited into three funds: (i) the Neighborhood Opportunity Fund; (ii) the Citywide Adopt-a-Landmark Fund (which receives 10 percent of each Bonus Payment); and (iii) the Local Impact Fund; and

WHEREAS, The purpose of the Citywide Adopt-a-Landmark Fund is to finance landmark restoration projects; and

WHEREAS, Pursuant to Section 17-4-1006-C-4 of the Chicago Zoning Ordinance, the City Department of Planning and Development (the "Department") developed a list of funding priorities for the award of grants under the Citywide Adopt-a-Landmark Fund ("Funding Priorities"); and

WHEREAS, On March 17, 2023, the Department announced that it was accepting applications for landmark restoration projects; and

WHEREAS, The Department received 31 applications, four of which were eliminated because they did not satisfy the eligibility criteria (for example, the subject building is not a designated landmark); and

WHEREAS, The Department evaluated the applications based on the Funding Priorities, and determined that the application submitted by ECG Madison LLC, an Illinois limited liability company (the "Landmark Owner") was one of the applications that best satisfied the Funding Priorities; and

WHEREAS, By ordinance adopted on April 24, 2012, the City Council of the City (the "City Council") designated the (Former) Mid-City Trust and Savings Bank Building (the "Landmark Building") a Chicago Landmark; and

WHEREAS, The Landmark Building is located at 801 West Madison Street/ 2 South Halsted Street in Chicago (the "Landmark Property"); and

WHEREAS, The Landmark Building requires certain preservation work, including exterior masonry, roofing and window work and certain interior work (the "Project"); and

WHEREAS, On March 7, 2024, the Commission on Chicago Landmarks ("CCL") approved the Project, subject to certain "Conditions of Approval," and recommended the use of bonus funds for the Project; and

WHEREAS, The Project satisfies the requirements of Section 17-4-1006-C of the Chicago Zoning Ordinance with respect to authorized uses of the Citywide Adopt-a-Landmark Fund; and

WHEREAS, The Department wishes to award the Landmark Owner a grant in the amount of $1,300,000 from funds deposited in the Citywide Adopt-a-Landmark Fund (the "Grant Funds') to undertake the Project; and

WHEREAS, Landmark Owner desires to accept the Grant Funds and perform the Project in accordance with this ordinance and the Adopt-a-Landmark Grant Agreement as described herein; 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 and incorporated herein.

SECTION 2. The grant of Grant Funds to the Landmark Owner in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) is hereby approved. This approval is expressly conditioned upon the City entering into an Adopt-a-Landmark Floor Area Bonus Agreement with the Landmark Owner substantially in the form attached hereto as Exhibit 1 and made a part hereof (the "AAL Agreement"). The Commissioner of the Department, or any successor department thereto ("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 AAL Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the AAL Agreement, with such changes, deletions and insertions as shall be approved by the persons executing such AAL Agreement.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.
(To Ordinance)

Adopt-A-Landmark Floor Area Bonus Agreement.

This **ADOPT-A-LANDMARK FLOOR AREA BONUS AGREEMENT** ("Agreement") is made on or as of the _____ day of _____, 20__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Planning and Development (together with any successor department thereto, the "Department"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, the **COMMISSION ON CHICAGO LANDMARKS** ("CCL"), having its principal offices at 121 North LaSalle Street, Room 1101, Chicago, Illinois 60602, and ECG MADISON, LLC, an Illinois limited liability company (the "Landmark Owner"), whose principal place of business is located at 167 N. Green, 4th Floor Chicago, Illinois 60607.

RECITALS

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance (the "Downtown Bonus Ordinance") authorizes the City to award floor area bonuses to projects located in "D" districts in return for a financial contribution to the City ("Bonus Payment"); and

WHEREAS, the Bonus Payment is deposited into three funds: (i) the Neighborhood Opportunity Fund, (ii) the Citywide Adopt-a-Landmark Fund (which receives 10% of each Bonus Payment), and (iii) the Local Impact Fund; and

WHEREAS, the purpose of the Citywide Adopt-a-Landmark Fund is to finance landmark restoration projects; and

WHEREAS, pursuant to Section 17-4-1006-C-4 of the Chicago Zoning Ordinance, the Department developed a list of funding priorities for the award of grants under the Citywide Adopt-a-Landmark Fund ("Funding Priorities"); and

WHEREAS, on March 17, 2023, the Department announced that it was accepting applications for landmark restoration projects; and

WHEREAS, the Department received 31 applications, four of which were eliminated because they did not satisfy the eligibility criteria (for example, the subject building is not a designated landmark); and

WHEREAS, the Department evaluated the applications based on the Funding Priorities, and determined that the Landmark Owner's application was one of the applications that best satisfied the Funding Priorities; and

WHEREAS, by ordinance adopted on April 24, 2012, the City Council of the City (the "City Council") designated the (Former) Mid-City Trust and Savings Bank (the "Landmark Building") a Chicago Landmark; and

WHEREAS, the Landmark Building is located at 801 W. Madison Street/2 S. Halsted Street in Chicago (the "Landmark Property," as described on Exhibit A hereto); and

WHEREAS, the Landmark Building requires certain preservation work, as described in the scope of work ("Project Scope of Work") and budget ("Project Budget") attached hereto as part of Exhibit B (such work, the "Project"); and

WHEREAS, on March 7, 2024, the Commission on Chicago Landmarks ("CCL") approved the Project subject to the "Conditions of Approval" attached hereto as part of Exhibit B, and recommended the use of bonus funds for the Project (the "Project Resolution"); and

WHEREAS, the Project satisfies the requirements of Sec. 17-4-1006-C of the Chicago Zoning Ordinance with respect to authorized uses of the Citywide Adopt-a-Landmark Fund; and

WHEREAS, the Department wishes to award the Landmark Owner a grant in the amount of $1,300,000 from funds deposited in the Citywide Adopt-a-Landmark Fund (the "Grant Funds") to undertake the Project; and

WHEREAS, Landmark Owner desires to accept the Grant Funds and perform the Project in accordance with 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 AND DEFINITIONS.

The recitals set forth above 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.

"Advance" shall have the meaning set forth in Section 4.5(a) below.

"Applicable Laws" means all federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the CCL, as may be in effect from time to time, pertaining to or affecting the Landmark Building, the Landmark Property and the Project.

"Commissioner" means the Commissioner of the Department of Planning and Development.

"Construction Contract" is defined in Section 2.

"Contractor" means Bulley and Andrews, LLC.

"Escrow Agent" means _____.

"Governmental Approvals" means all necessary building permits and other governmental approvals for the Project.

"Project Budget" means the budget for the Project attached hereto as part of Exhibit B.

"Project Construction Schedule" means the construction schedule attached hereto as Exhibit C.

SECTION 2. PERFORMANCE OF THE PROJECT.

2.1 Landmark Owner shall complete the Project in accordance with the terms and conditions of this Agreement, all Applicable Laws, the Project Scope of Work, the Project Budget and Conditions of Approval all attached hereto as Exhibit B. Landmark Owner shall timely pay any and all invoices for the performance of the Project.

2.2 No material deviation from the Project Scope of Work, Project Budget and Conditions of Approval may be made without the prior written consent of the Department.

2.3 Landmark Owner represents and warrants that Contractor is the general contractor for the Project. Landmark Owner shall enter into a contract with the general contractor for the Project (the "Construction Contract") which provides for the completion of the work in accordance with the Project Construction Schedule. Landmark Owner may not modify or amend the Construction Contract including, but not limited to change orders, without providing Notice to the Department. Landmark Owner shall be permitted to allocate any contingency amounts contained in the Project Budget to various other line items in such budget.

2.4 In all contracts relating to the Project, the Landmark Owner shall require the general contractor and any subcontractors to name the City as an additional insured on insurance coverages and to require the general contractor and any subcontractors to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the general contractor or the general contractor's subcontractors, suppliers, employees, or agents.

2.5 Landmark Owner has engaged, to be paid out of the Project Budget at Landmark Owner's sole cost and expense, an independent third-party inspecting architect or engineer, _____ (the "Third-Party Architect/Engineer"), who or which is hereby approved by the Department, to ensure on behalf of the City that the Scope of Work is completed as scheduled. The Third-Party Architect/Engineer shall have extensive experience with historic rehabilitation projects and shall act on behalf of the Department to monitor the progress of the construction of the Project. The Third-Party Architect/Engineer and Landmark Owner shall enter into an agreement (the "Project Engineer Agreement"), satisfactory to the Department, which shall require the Third-Party Architect/Engineer or its agent to provide the following services for the Department at Landmark Owner's sole cost and expense:

(a) inspection of all construction work performed by Landmark Owner and its general contractor and any subcontractors, without causing unreasonable interference with or delays in construction, to assure the Department that the Project is being/has been constructed in compliance with the Project Scope of Work, the final working drawings and specifications for the Project and the terms and provisions of this Agreement;

(b) preparation of monthly field reports on progress of construction;

(c) determination of the adequacy of the funds in escrow or otherwise to pay for the Project; and

(d) providing a certification for the benefit of the City on the form attached hereto as Exhibit F that the construction of the Project complies with the Project Scope of Work and is substantially complete, subject only to the completion of punch list items ("Conditional Certificate"). The Third-Party Architect/Engineer shall notify the Department of any discrepancies between the Project Scope of Work and the actual construction of the Project. The Department's receipt of the Conditional Certificate shall be a condition precedent to the final disbursement of the Grant Funds to Landmark Owner. A representative of the Department shall have the right, but not the obligation, to accompany the Third-Party Architect/Engineer during his or her inspection of the Project.

SECTION 3. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

Landmark Owner shall apply for all Governmental Approvals in accordance with the Project Construction Schedule, and covenants and agrees to pursue the Governmental Approvals in good faith and with all due diligence.

SECTION 4. PROJECT BUDGET.

4.1 The current estimate of the cost of the Project is $53,000,000. The Landmark Owner has delivered to the Commissioner, and the Commissioner hereby approves, a detailed budget for the Project, which is attached hereto and incorporated herein as Exhibit E (the "Final Project Budget"), and which is materially consistent with the Project Budget approved by the CCL and attached hereto as part of Exhibit B. The Landmark Owner certifies that it has identified sources of funds (including the Grant Funds) sufficient to complete the Project. The Landmark Owner understands and agrees that the City will only contribute the Grant Funds to the Project and that all costs of completing the Project in excess of the Grant Funds shall be the sole responsibility of the Landmark Owner. If the Landmark Owner at any point does not have sufficient funds to complete the Project, the Landmark Owner shall so notify the City in writing, and the Landmark Owner may narrow the scope of the Project as agreed with the City in order to complete the Project.

4.2 If Landmark Owner completes the Project with Grant Funds still remaining in the Escrow Account (as defined in Section 4.5(a) below), the Landmark Owner shall have no claim to such remainder, and such remainder shall be returned to the City; provided, however, in the City's sole discretion, the Landmark Owner may submit plans and specifications for additional landmark work to the Commissioner for review and approval, and, if approved, shall perform such additional work to be funded in part by such remainder (pursuant to Section 4.5(a) below).

4.3 If requested by the City, the Landmark Owner shall provide to the City quarterly reports on the progress of the Project and reasonable access to its books and records relating to the Project.

4.4 From the Effective Date through the date of the Certificate of Completion (as hereinafter defined) (such timeframe, the "Term of this Agreement") During the term hereof the Landmark Owner shall not sell, transfer, convey or otherwise dispose of all or any portion of the Landmark Property or any interest therein, or otherwise effect or consent to a transfer, without the prior written consent of the City.

4.5 Joint Order Construction Escrow.

(a) Landmark Owner shall set up a construction escrow account (the "Escrow Account") with the Escrow Agent for the City's deposit of the Grant Funds. The disbursement of funds from the Escrow Account shall be governed by a construction escrow agreement among the City, the Landmark Owner, and the Escrow Agent, in substantially the form attached hereto as Exhibit G (the "Construction Escrow Agreement"). The Construction Escrow Agreement shall provide, among other things: first, that the Grant Funds shall be deposited in full upon opening of the Escrow Account; and, second, that **after** the City's issuance of the Certificate of Completion Landmark Owner shall promptly deliver to Escrow Agent and the Third-Party Architect/Engineer an AIA Application and Certificate for payment (each, a "Draw") completed by or on behalf of Landmark Owner (or other statement in a form reasonably satisfactory to the City) setting forth, among other things, the amount of the funds (such funds being referred to herein as an "Advance") requested in each instance and also including:

(i) the hard and soft cost statements;

(ii) a cost certification from the Contractor in a form reasonably satisfactory to the Third-Party Architect/Engineer regarding the work or materials covered by the Draw;

(iii) full or conditional, as applicable, lien waivers from all contractors, subcontractors or suppliers who supplied materials or performed work covered by the Draw in form and substance reasonably satisfactory to the Third-Party Architect/Engineer; and

(iv) proof of payment of soft costs covered by the previous Draw, in a form reasonably satisfactory to the Third-Party Architect/Engineer.

(b) The Third-Party Architect/Engineer shall review each Draw to confirm work included in such Draw is part of the Project.

(c) Draws must be received by the Third-Party Architect/Engineer at least fifteen (15) business days prior to the date of the requested disbursement of the Advance from the Escrow Account and, if approved, the Third-Party Architect/Engineer will provide written notice to the Escrow Agent to disburse an amount equal to the Advance from the Escrow Account pursuant to the Draw. The failure of the Third-Party Architect/Engineer to approve or disapprove a Draw request within fifteen (15) business days of submission by Landmark Owner shall be deemed a disapproval of such draw request.

(d) The Construction Escrow Agreement shall provide that an interim mechanic's lien endorsement to Landmark Owner's title insurance policy shall be issued with respect to each Draw.

SECTION 5. CONDITIONS TO CITY'S DISBURSEMENT OF GRANT FUNDS.

The obligation of the City to disburse the Grant Funds to the Landmark Owner is contingent upon each of the following conditions being satisfied as of the Effective Date, or on such other date as may be specified below, unless waived in writing by the Commissioner:

5.1 Escrow Account. Landmark Owner shall have established the Escrow Account, and the Construction Escrow Agreement shall be in full force and effect.

5.2 Governmental Approvals. Landmark Owner shall have obtained all Governmental Approvals.

5.3 Construction Contract. Landmark Owner shall have delivered, and the City shall have approved, a true and complete copy of the Construction Contract to the City.

5.4 Insurance. Landmark Owner shall have submitted to the City, and the City shall have approved, evidence of insurance required pursuant to Exhibit D.

5.5 Representations and Warranties. Each of the representations and warranties of Landmark Owner in this Agreement shall be true and correct.

5.6 Resolutions Authorizing Transaction. Landmark Owner shall have delivered to the City resolutions authorizing Landmark Owner to execute and deliver this Agreement, the Construction Escrow Agreement, and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement, and such other corporate authority and organizational documents as the City may reasonably request.

5.7 Proof of Financing. Not less than three (3) months after the Effective Date, Landmark Owner shall have submitted to the Department, and the Department shall have approved, proof reasonably acceptable to the Department that Landmark Owner has equity and/or lender financing in amounts adequate to complete the construction of the Project and satisfy its obligations under this Agreement.

5.8 Title. Landmark Owner shall have delivered to the Department a copy of the title insurance policy (or a title report) for the Property, showing Landmark Owner as the named insured (or as the owner of the Property).

5.9 Economic Disclosure Statement. Landmark Owner shall have delivered to the Department an Economic Disclosure Statement and Affidavit in the City's then current form, dated as of the Effective Date.

5.10 Debt and Scofflaw Check. Landmark Owner shall have submitted to the Department a completed "Principal Profile Form" in the City's then current form for any person holding a direct or indirect ownership interest of more than 7.5% Landmark Owner (or, if Landmark Owner is a not-for-profit entity, any person who is a director or trustee of Landmark Owner), and the City has confirmed that no such person either (a) has any outstanding debt to the City, or if there is any outstanding debt, that all such outstanding obligations have been satisfied, or (b) has been identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code.

If any of the conditions in this Section 5 have not been satisfied to the Department's reasonable satisfaction within the time periods provided for herein, or waived by the Department, the Department may, at its option, upon thirty (30) days' prior written notice to Landmark Owner, 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 Landmark Owner satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by the Department in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 6. CITY'S RIGHT TO INSPECT LANDMARK PROPERTY.

For the period commencing on the Effective Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the Landmark Property at all reasonable times Monday through Friday during regular construction hours after 48-hours' notice to Landmark Owner for the purpose of determining whether Landmark Owner is constructing the Project in accordance with the terms of this Agreement.

SECTION 7. LIMITED APPLICABILITY.

Any approval given by the Department or CCL 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 Department or CCL approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Landmark Building, or the compliance of said improvements with any laws, private covenants, restrictions of record, or any agreement affecting the Landmark Building.

SECTION 8. COMMENCEMENT AND COMPLETION OF PROJECT.

Subject to the receipt of all applicable Government Approvals, Landmark Owner shall complete the Project in accordance with the Project Construction Schedule. The Commissioner shall have discretion to extend any of the construction commencement and completion dates for good cause shown by issuing a written extension letter. Landmark Owner shall give written notice confirming the construction commencement date to the City within five (5) days after it commences the Project.

SECTION 9. CERTIFICATE OF COMPLETION.

Upon the completion of the Project in accordance with this Agreement, Landmark Owner shall request from the Department a certificate of completion ("Certificate of Completion"). Such request shall include: a summary of the final Project costs, (iii) a then-current summary of Draws and Advances from the Escrow Account for the Project, (iv) photos of the completed Project, (v) copies of all permits, (vi) a letter from the architect of record certifying the Project Scope of Work is complete, and (vii) the Third-Party Architect/Engineer's Conditional Certificate pursuant to Section 2.5(f).

Within thirty (30) days after receipt of a written request for a Certificate of Completion, the Department shall provide Landmark Owner with either the Certificate of Completion or a written statement indicating in adequate detail how Landmark Owner has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts

will be necessary for Landmark Owner to take or perform in order to obtain the Certificate of Completion. If the Department requires additional measures or acts to assure compliance, Landmark Owner shall resubmit a written request for the Certificate of Completion upon compliance with the Department's response. The Certificate of Completion shall not constitute evidence that Landmark Owner has complied with any laws relating to the construction of the Project and shall not serve as any "guaranty" as to the quality of the construction.

The Department's issuance of the Certificate of Completion shall be a condition precedent to the final disbursement of the Grant Funds to Landmark Owner.

SECTION 10. PERFORMANCE AND BREACH.

10.1 Time of the Essence. Time is of the essence in Landmark Owner's performance of its obligations under this Agreement.

10.2 Permitted Delays. Landmark Owner shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond Landmark Owner's control, and without Landmark Owner's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, significant supply chain disruptions, port closures, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Landmark Owner, within thirty (30) days after the beginning of any such delay, submits to the Commissioner a written request for an extension. As referenced in Section 8, the Commissioner shall have discretion to extend any of the construction commencement and completion dates for good cause shown and shall issue a written extension letter within ten (10) days of receipt of a request for extension.

10.3 Cure. If Landmark Owner defaults in the performance of its obligations under this Agreement, Landmark Owner 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 (in the sole determination of the Commissioner) to cure such default provided Landmark Owner promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project).

10.4 Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) Landmark Owner makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement and Affidavit, or another document) that is not true and correct.

(b) Landmark Owner fails to commence or complete the Project in accordance with the Project Construction Schedule (unless such dates are amended pursuant to the procedures set forth in Section 8 herein), or Landmark Owner abandons or substantially suspends construction of the Project.

(c) Landmark Owner fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

10.5 City Remedies. If an Event of Default occurs and the default is not cured in the time period provided for in Section 10.3 above, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against Landmark Owner.

SECTION 11. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Landmark Owner represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Landmark Owner, this Agreement, the Landmark 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 or employee of the City shall be personally liable to Landmark Owner or any successor in interest in the event of any default or breach by the City or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 12. INDEMNIFICATION.

Landmark Owner agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "Losses") suffered or incurred by the City arising from or in connection with: (a) the failure of Landmark Owner to perform its obligations under this Agreement; (b) the failure of Landmark Owner or any contractor or other agent, entity or individual acting under the control or at the request of Landmark Owner ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by Landmark Owner or any Agent of Landmark Owner; (d) the failure of Landmark Owner to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by Landmark Owner or any Agent of Landmark Owner on the Landmark Property prior to or after the Effective Date. This indemnification shall survive the expiration or any termination of this Agreement (regardless of the reason for such termination). Landmark Owner acknowledge that the requirements set forth in this Section 12 to indemnify, keep and save harmless and defend the City are apart from and not limited by the insurance requirements under Section 5.

SECTION 13. LANDMARK OWNER'S EMPLOYMENT OBLIGATIONS.

13.1 Landmark Owner agrees, and shall contractually obligate its contractors, subcontractors and any Affiliate (as defined in Section 17) of Landmark Owner (collectively, "Employers" and each individually, an "Employer") to agree, that with respect to the provision of services in connection with the Project:

(a) Neither Landmark Owner nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity,

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 of Chicago, as amended from time to time (the "Human Rights Ordinance"). Landmark Owner 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. Landmark Owner 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, Landmark Owner and each Employer, in all print solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) Landmark Owner 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), and any subsequent amendments and regulations promulgated thereto.

(c) Landmark Owner and each Employer shall include the foregoing provisions of subparagraphs (a) and (b) 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 Landmark Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(d) Failure to comply with the employment obligations described in this Section 13 shall be a basis for the City to pursue remedies under the provisions of Section 10.

13.2 City Resident Construction Worker Employment Requirement. Landmark 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, Landmark 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.

Landmark 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" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Landmark 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.

Landmark 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. Landmark 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 Landmark 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 Landmark 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 Landmark 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 Landmark 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 Landmark Owner, the general contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Landmark 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 Landmark 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.

Landmark Owner shall cause or require the provisions of this Section 13.2 to be included in all construction contracts and subcontracts related to the Project.

13.3 MBE/WBE Commitment. Landmark 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 13.3, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit H 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 13.3 only, Landmark Owner (and any party to whom a contract is let by Landmark Owner in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by Landmark 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, Landmark Owner's MBE/WBE commitment may be achieved in part by Landmark Owner's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Landmark 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 Landmark 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 an MBE and a WBE shall not be credited more than once with regard to Landmark Owner's MBE/WBE commitment as described in this Section 13.3. In accordance with Section 2-92-730, Municipal Code, Landmark Owner shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) Landmark 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 Landmark 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 Landmark Owner's compliance with this MBE/WBE commitment. Landmark 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 Landmark Owner, on five Business Days' notice, to allow the City to review Landmark 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, Landmark 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 Landmark Owner's MBE/WBE commitment as described in this Section 13.3 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, Landmark Owner shall be required to meet with the City's monitoring staff with regard to Landmark Owner's compliance with its obligations under this Section 13.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Landmark Owner shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 13.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Landmark Owner shall submit the documentation required by this Section 13.3 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 Landmark Owner is not complying with its obligations under this Section 13.3, shall, upon the delivery of written notice to Landmark 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 Landmark Owner to halt the Project, (2) withhold any further payment of any City Funds to Landmark Owner or the general contractor, or (3) seek any other remedies against Landmark Owner available at law or in equity.

13.4 Prevailing Wage Rates. The Landmark Owner and its general contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor ("IDOL") to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic

employed pursuant to such contract. If IDOL revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Landmark Owner shall provide the City with copies of all such contracts entered into by the Landmark Owner or its general contractor to evidence compliance with this Section 13.4.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

14.1 Representations and Warranties of the City. To induce Landmark Owner to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to Landmark Owner that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

14.2 Representations and Warranties of Landmark Owner. To induce the City to execute this Agreement and perform its obligations hereunder, Landmark Owner hereby represents and warrants to the City that as of the Effective Date the following shall be true and correct in all respects:

(a) Landmark Owner is a limited liability company duly organized under the laws of the State of Illinois and validly existing and in good standing under the laws of the State of Illinois with full power and authority to perform the Project, and that the person signing this Agreement on behalf of Landmark Owner has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statements last submitted to the City by Landmark Owner (and any legal entity holding an interest in Landmark Owner) are true, accurate, and complete.

(c) Landmark Owner's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under Landmark Owner's articles of incorporation or by-laws or any agreement to which Landmark Owner, or any Affiliate (as defined in Section 17), is a party or by which Landmark Owner, the Landmark Building, or the Landmark Property is bound.

(d) To the best of Landmark Owner's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against Landmark Owner, or any Affiliate, and Landmark Owner knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of Landmark Owner to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of Landmark Owner.

(e) To the best of Landmark Owner's knowledge, the Project will not violate: (i) any laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Landmark Building or the Landmark Property.

14.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 14 or elsewhere in this Agreement are

true as of the Effective Date and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 15. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing by electronic mail and at the addresses set forth below by any of the following means: (a) personal service; (b) [intentionally omitted]; (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 Planning and Development
Historic Preservation Division
Bureau of Planning, Historic Preservation & Sustainability
121 North LaSalle Street, Room 905
Chicago, Illinois 60602
Attn: Dijana Cuvalo, Architect IV
Email: _____

With a copy to:
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel,
Real Estate & Land Use Division
Email: _____

If to the CCL:
Commission on Chicago Landmarks
c/o City of Chicago
Department of Planning and Development
Historic Preservation Division
Bureau of Planning, Historic Preservation & Sustainability
121 North LaSalle Street, Room 905
Chicago, Illinois 60602
Attn: Dijana Cuvalo, Architect IV
Email: _____

If to Landmark Owner:
ECG Madison, LLC
167 North Green Street, 4th Floor
Chicago, Illinois 60607
Attn: Jonathan Gordon
Email: jonathan@nbhdhotels.com

With a copy to:
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Ste. 2600
Chicago, Illinois 60601
Attn: Liz Butler, Esq.
Email: LButler@taftlaw.com

and

[construction manager]

_____

_____

_____

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 (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 15 shall constitute delivery.

SECTION 16. BUSINESS RELATIONSHIPS.

Landmark Owner acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to 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 of Chicago), 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. Landmark Owner represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 17. PATRIOT ACT CERTIFICATION.

Landmark Owner represents and warrants that neither Landmark Owner nor any Affiliate (as defined below) of Landmark Owner 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. As used in this Section 17, an "Affiliate" shall be deemed to be a person or entity related to Landmark Owner that, directly or indirectly, through one or more

intermediaries, controls, is controlled by or is under common control with Landmark Owner, 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.

SECTION 18. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 2011-4.

18.1 Landmark Owner agrees that any person or entity who directly or indirectly has an ownership or beneficial interest in Landmark Owner of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners or Landmark Owner's contractors (i.e., any person or entity in direct contractual privity with Landmark Owner 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 (Landmark Owner and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee (a) after execution of this Agreement by Landmark Owner, (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.

18.2 Landmark Owner represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached Landmark Owner, or the date Landmark Owner 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.

18.3 Landmark Owner 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 her political fundraising committee.

18.4 Landmark Owner 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. 2011-4.

18.5 Notwithstanding anything to the contrary contained herein, Landmark Owner agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 18 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 (defined below) and supersedes any inconsistent provision contained therein.

18.6 If Landmark Owner intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Effective Date, the City may elect to decline to close the transaction contemplated by this Agreement.

18.7 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 her political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which Landmark Owner is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (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 of Chicago, 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 of Chicago, as amended.

SECTION 19. MISCELLANEOUS.

The following general provisions govern this Agreement:

19.1 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.

19.2 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.

19.3 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.

19.4 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 benefitted by such term.

19.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

19.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions.

19.7 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.

19.8 No Waiver. No waiver by the City with respect to any specific default by Landmark Owner shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Landmark Owner, 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.

19.9 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.

19.10 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.

SECTION 20. COMPLIANCE WITH "WASTE" PROVISIONS.

Any duly authorized representative of the City shall have access to the Landmark Property at all reasonable times for the purpose of determining whether Landmark Owner is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, the "Waste Sections"). Landmark Owner's violation of the Waste Sections (including, but not limited to, Sections 7-28-390 Dumping on public way; 7-28-440 Dumping on real estate without permit; 11-4-1410 Disposal in waters prohibited; 11-4-1420 Ballast tank, bilge tank or other discharge; 11-4-1450 Gas manufacturing residue; 11-4-1500 Treatment and disposal of solid or liquid waste; 11-4-1530 Compliance with rules and regulations required; 11-4-1550 Operational requirements; and 11-4-1560 Screening requirements), whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement and entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Landmark Owner's, its general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

SECTION 21. 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 of Chicago. Landmark Owner understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

SECTION 22. 2014 CITY HIRING PLAN PROHIBITIONS.

22.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (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.

22.2 Landmark Owner is aware that City policy prohibits City employees from directing any individual to apply for a position with Landmark Owner, either as an employee or as a subcontractor, and from directing Landmark Owner to hire an individual as an employee or as a subcontractor. Accordingly, Landmark Owner must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by

Landmark Owner under this Agreement are employees or subcontractors of Landmark Owner, 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 Landmark Owner.

22.3 Landmark Owner will not condition, base, or knowingly prejudice or affect any term or aspect of 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.

22.4 In the event of any communication to Landmark Owner by a City employee or City official in violation of Section 23.2 above, or advocating a violation of Section 23.3 above, Landmark Owner will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the Commissioner of the Department. Landmark Owner will also cooperate with any inquiries by OIG Hiring Oversight.

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:_____
Ciere Boatright
Commissioner of the Department of
Planning and Development

COMMISSION ON CHICAGO LANDMARKS

By:_____
Ciere Boatright
Commissioner

ECG Madison, LLC,
an Illinois limited liability company

By: _____

Name: _____

Its: _____

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 Ciere Boatright, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, 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 Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

_____
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 Ciere Boatright, a commissioner of the Commission on Chicago Landmarks, 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 commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as her free and voluntary act and as the free and voluntary act and deed of said commission, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

_____
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 _____, the _____ of ECG MADISON, LLC, an Illinois limited liability company, 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 s/he signed and delivered the foregoing instrument pursuant to authority given by said company, as her/his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, 20___.

_____
NOTARY PUBLIC

[(Sub)Exhibits "A", "C", "E", "F" and "H" referred to in this Adopt-a-Landmark Floor Area Bonus Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "D" and "G" referred to in this Adopt-a-Landmark Floor Area Bonus Agreement read as follows:

(Sub)Exhibit "B".
(To Adopt-A-Landmark Floor Area Bonus Agreement)

Commission On Chicago Landmarks Resolution For Adopt-A-Landmark Funds To Benefit ECG Madison LLC.

March 7, 2024.

To the Mayor and Members of the City Council of the City of Chicago:

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance authorizes the City to award floor area bonuses to projects located in "D" districts in return for a financial contribution to the City ("Bonus Payment"); and

WHEREAS, the Bonus Payment is deposited into three funds: (i) the Neighborhood Opportunity Fund, (ii) the Citywide Adopt-a-Landmark Fund (the "AAL Fund"), and (iii) the Local Impact Fund; and

WHEREAS, the AAL Fund receives 10% of each Bonus Payment; and

WHEREAS, the purpose of the AAL Fund is to finance landmark restoration projects; and

WHEREAS, on May 6, 2021, the Commission on Chicago Landmarks (the "Commission") approved the funding priority and evaluation criteria for the AAL Fund; and

WHEREAS, on March 17, 2023, the Department of Planning and Development (the "Department") announced that it was accepting applications for grants to support landmark restoration projects under the AAL Fund; and

WHEREAS, the deadline for submissions was June 21,2023; and

WHEREAS, the Department received 31 applications, including an application submitted by ECG Madison, LLC (the "Applicant") for significant exterior and interior restoration work to the (Former) Mid-City Trust and Savings Bank Building at 801 W. Madison Street/2 S. Halsted Street (the "Landmark Building" and its rehabilitation, the "Landmark Project"), pursuant to Section 17-4-1006 of the Municipal Code, and its requirements governing the AAL Fund; and

WHEREAS, the Landmark Building was designated as a Chicago Landmark by the City Council of the City of Chicago (the "City Council") on April 24, 2012 pursuant to the Chicago Landmarks Ordinance; and

WHEREAS, the Department evaluated the applications based on the funding priority, evaluation criteria and the other criteria set forth in Section 17-4-1006 of the Municipal Code, and has determined that the Applicant's application satisfies the criteria; and

WHEREAS, the Department wishes to award the Applicant a grant in the amount of $1,300,000 from the AAL Fund to undertake the Landmark Project; and

WHEREAS, pursuant to Section 17-4-1006-C-2 of the Municipal Code, the Commission must approve the scope of work and budget for the Landmark Project; ***now, therefore,***

THE COMMISSION ON CHICAGO LANDMARKS HEREBY:

1. Incorporates the above recitals as the findings of the Commission; and

2. Approves the Project Scope of Work and Budget, attached hereto and incorporated herein as Exhibit A (the "Project Scope of Work and Budget"); and

3. Finds that the Landmark Project is eligible to receive a distribution from the AAL Fund: and

4. Finds that the Landmark Project meets the standard set forth in Section 17-4-1006-C-1 in that it is consistent with the landmark guidelines established under the Chicago Landmarks Ordinance (the "Landmark Guidelines"); and

5. Finds that the Landmark Project meets the standard set forth in Section 17-4-1006-C-3 in that it involves substantial interior or exterior renovation work that is visible from the public street or within a portion of the interior that is open to the public, and exceeds normal maintenance work; and

6. Finds that the Landmark Project meets the standard set forth in Section 17-4-1006-C-4 in that it has not been completed, addresses exterior envelope issues, and satisfies the funding priority and evaluation criteria; and

7. Authorizes the Commissioner of the Department, acting on behalf of the Commission, and subject to the approval of the City Council, to: (a) enter into an agreement (the "Agreement") with the Applicant or its successors, in a form approved by the Corporation Counsel, regarding the manner in which the AAL Fund for the Landmark Project will be used; (b) approve, as necessary, any minor modifications to the Project Scope of Work and Budget otherwise consistent with the purposes and requirements of the Landmark Guidelines; and (c) require the Applicant to comply with the City's Minority-Owned Business Enterprise/Women-Owned Business Enterprise participation requirements and local hiring policies, and to pay prevailing wages; and

8. Directs that, upon completion of the Landmark Project, the Applicant shall notify the Commission staff and request a certificate of completion; and

9. Directs that the Applicant must obtain a certificate of completion from the Commissioner of the Department prior to the final distribution from the AAL Fund.

The above resolution was adopted unanimously (7-0).

Gabriel Ignacio Dziekiewicz, Vice Chair
Commission on Chicago Landmarks

Dated: March 7, 2024

(Sub)Exhibit "A" referred to in this Commission on Chicago Landmarks Resolution reads as follows:

(Sub)Exhibit "A".
(To Commission On Chicago Landmarks Resolution)

Scope Of Work And Budget For 801 W. Madison St./2 S. Halsted St.

Subject to the review and approval of the Commission on Chicago Landmarks (and as depicted on drawings prepared by Pappageorge Haymes (dated 6-19-2023), attached hereto, and incorporated as Exhibit B), the Project Scope of Work and Budget under the Adopt-A-Landmark Fund for the Landmark Building shall consist of:

EXTERIOR AND INTERIOR WORK

Exterior and interior rehabilitation of an existing former bank building into hotel and commercial space uses including masonry repairs, historic window restoration, exterior lighting, skylight restoration, and interior alterations.

Exterior and Interior Work - Total	$27,586,257

Exterior:
Work Shall Include:

- Masonry repairs as necessary to address all condition issues on all elevations.
- Masonry cleaning on all elevations.
- Replacement of select un-repairable non-historic windows as required to match existing replacement windows on upper floors. Repair of remaining existing non-historic windows to make fully operational.
- Repair and refinishing of existing historic windows at ground and 2nd floors including installation of an additional layer of glazing to the inside face of the windows.
- Repair and re-installation of historic doors at all building entries.
- Modification of select ground floor windows to accommodate new tenant doors.
- Installation of exterior architectural illumination.
- Rebuilding of damaged areas of roof parapet:
- Roof work includes removal of old layers of roofing, installation of new layer of roofing and insulation over existing deck and perimeter flashing.
- Installation of vegetative 'green' roof.
- Installation of mechanical equipment serving hotel suites on the roof.

Interior:

Work shall Include:

- Installation of new mechanical, electrical, plumbing and fire protection systems to replace existing obsolete systems.
- Replacement and modernization of two existing elevators in existing locations and construction of (2) new elevators from bank hall to basement.
- Installation of new insulation and gypsum board at interior face of exterior walls on upper floors.
- Modifications to stairs, stairwells, and egress paths to endure conformance with Chicago Building Code.
- Installation of new trash chute at existing chimney.
- Restoration of historic features at entry stairwell and historic safety deposit box waiting area at the northeast corner of the basement.
- Capping of existing exposed soil floor in basement boiler room.
- Full buildout of basement hotel back-of-house spaces, including laundry room, package storage, maintenance office, etc.
- Full buildout of basement circulation for hotel and future tenant including corridors and ramps to accommodate level changes in the basement.
- Removal of non-historic bank hall finishes on the first floor.
- New glass partitions between the historic bank hall and hotel lobby.
- Replacement of non-historic lighting and finishes with new historically sensitive fixtures throughout.
- Buildout of vestibule and hotel lobby within historic bank hall with historically sensitive finishes and fixtures.
- Repair and renovation of bank hall skylights.
- Full build out of twelve new hotel suites on the 2nd floor mezzanine, including repairs and renovation of historic office/conference room. Full build out of sixteen new hotel suites per floor on floors 3-6. Hotel suites include full bathroom with shower, toilet and lavatory, small kitchenette, and living/sleeping rooms.
- Installation of fire separations at mezzanine openings to ensure conformance with Chicago codes.
- Demolition and replacement of east wall along north-south corridor on upper floors. Historic doors to be salvaged and reinstalled in new wall.
- Protection and renovation of existing historic north and south walls of east-west, and west wall of north-south corridor on upper floors.
- Protection and renovation of existing historic floor tile where present in the common corridor on upper floors. In areas where historic tile is not present, new tile to match historic color and patterning to be installed.
- Restoration and modernization of historic doors at new hotel suite entries to meet code requirements on upper floors. Where historic doors do not align with entries, doors to remain in place and be sealed shut.

Soft Costs - Total		**$10,083,719**
Architect/Engineering Fees	$900,000	
3rd Party Architect Fees - Estimated	$5,000	
Escrow Fees – Estimated	$2,000	

Development Fee/Acquisition Costs - Total		**$15,434,379**
Development Fee	$808,000	
Acquisition Costs	$14,626,379	

TOTAL PROJECT COSTS	**$53.1M**
ADOPT-A-LANDMARK GRANT	**$1.3M**

Conditions of Approval:

The Landmark Project will not have an adverse effect on the significant historical and architectural features of the Landmark Building and is approved, subject to the following conditions:

1. All work must be submitted to the Historic Preservation Division of the Department for prior review and approval as part of one or more building permit applications. The Historic Preservation Division may require, as part of its review, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and/or control samples as applicable. Where new mortar is required, the new mortar is to match the historic mortar in color, texture, strength/type, and profile. A masonry mockup showing proposed mortar is to be viewed and approved by Historic Preservation staff prior to reinstallation of terra cotta. All work shall be done in accordance with the Commission's *Guidelines for Alterations to Historic Buildings and New Construction* and *The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*.

2. Undocumented Conditions: The Applicant shall notify Commission Staff of undocumented detrimental conditions found during work.

3. The Applicant and the escrow agent shall enter into an escrow agreement in a form acceptable to the Corporation Counsel to assure that the Landmark Project is completed and paid for in a timely manner.

4. Upon completion of the Landmark Project, the Applicant shall notify Commission staff; provide the necessary certification request documentation and provide access to the Landmark Building, as necessary, so that staff can conduct a final inspection of the work; and provide an informational report to the Commission. Final payment from AAL Funds is subject to certification by the Commissioner of the Department that the Project was completed in accordance with the requirements of the AAL Funds, the Project Scope of Work and Budget, the Agreement, and the Landmark Guidelines.

(Sub)Exhibit "D".
(To Adopt-A-Landmark Floor Area Bonus Agreement)

Insurance Requirements.

A. INSURANCE REQUIRED OF LANDMARK OWNER ("Owner")
Owner must provide and maintain at Owner's own expense, during the Term of this Agreement and during the time period following expiration if Owner is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Owner's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Owner's acts or omissions, whether such liability is attributable to the Owner or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Owner's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Owner with limits of not less than $1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property

damage. The City is to be added as an additional insured on a primary, non-contributory basis.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella
If the landmark is unoccupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. If the landmark is occupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Owner may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) All Risk Property
When Owner performs a repair or replacement of the landmark, the Owner must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of the Agreement. Coverages must include in-transit, off-site, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City is to be named as additional insured and loss payee as it's interest may appear.

B. INSURANCE REQUIRED OF PRIME CONTRACTOR ("Contractor") DURING CONSTRUCTION

Contractor must provide and maintain at Contractor's own expense, during the Term of this Agreement and during the time period following expiration if Contractor is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,0000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, 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, mobile equipment, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO **form CG 2010 10 01 and CG 2037 10 01 or** on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)
Contractor must maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella
If the landmark is unoccupied during the work under the Agreement, Excess/Umbrella

Liability Insurance must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. If the landmark is occupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown, changes in temperature, extra expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as it's interest may appear.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000 Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. 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.

7) Railroad Protective Liability

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to the

Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. METRA, ATTN: Risk Management, 547 West Jackson Blvd, Chicago, IL 60661. An Insurance binder will be accepted until such time the policy is submitted.

8) Contractors Pollution Liability
When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than $5,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. 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 is to be named as an additional insured.

9) Environmental and Asbestos Abatement Liability
If the Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: $10,000,000 per Claim/Aggregate.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Owner and Contractor must furnish the City, Department of Planning and Development, 121 N. LaSalle Street, 10th Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Owner and Contractor must submit evidence of insurance prior to execution of Agreement. 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 requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Owner and Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Owner and Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Owner and Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Owner and Contractor to comply with required coverage and terms and conditions outlined herein will not limit Owner and Contractor's liability or responsibility nor does it relieve Owner and Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Owner and Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Owner and Contractor.

Waiver of Subrogation. Owner and Contractor hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Owner and Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Owner and Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Owner and Contractor under this Agreement must be endorsed to state that Owner and Contractor's insurance policy is primary and not contributory with any insurance procured or maintained by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Owner and Contractor in no way limit or restricts the Owner and Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Owner and Contractor under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Owner and Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Owner and Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

Other Insurance obtained by Owner and Contractor. If Owner and Contractor desires additional coverages, the Owner and Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Owner and/or Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Owner and Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Owner or Contractor and may be subject to approval by the City. Owner or Contractor must determine if Subcontractor(s) must

also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Owner or Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Owner or Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Owner or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

(Sub)Exhibit "G".
(To Adopt-A-Landmark Floor Area Bonus Agreement)

Construction Escrow Agreement.

Escrow No. _____ Date: _____, 20__

To: _____ ("Escrowee")

_____
Chicago, IL 606__

Parties: (a) ECG Madison, LLC, an Illinois limited liability company ("Landmark Owner"); and

(b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City").

1. The accompanying One Million Three Hundred Thousand and 00/100 Dollars ($1,300,000.00) is deposited by the City with the Escrowee and shall be used solely to reimburse the Landmark Owner for the costs shown on Exhibit 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Landmark Owner's performance of the "Preservation Work," as defined in that certain Adopt a Landmark Floor Area Bonus Agreement, between Landmark Owner and the City of Chicago, dated _____, 20__ (the "AAL Agreement"), relating to the property located at 801 W. Madison Street / 2 S. Halsted Street, Chicago, Illinois, and commonly known as the (Former) Mid-City Trust and Savings Bank Building .

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) _____, in her/his capacity as the _____ of Landmark Owner, or her/his duly authorized designee, and (2) the Commissioner or any Managing Deputy Commissioner of the Department of Planning and Development. That written order must be substantially in the form of Exhibit 2 attached hereto. The joint order shall be accompanied by a written statement from _____, Landmark Owner's Third-Party (Inspecting) Architect/Engineer, in substantially the form of Exhibit 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within 30 days of the Landmark Owner incurring the expense for Approved Project Costs.

3. The undersigned authorize and direct the Escrowee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the Escrowee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said Escrowee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the Escrowee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said Escrowee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The Escrowee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the Escrowee shall have the right to reimburse itself out of the said deposit(s).

4. Except as set forth in Paragraph 10 hereof, in no case shall escrow funds be surrendered except on a joint order signed by Landmark Owner and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 3 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the AAL Agreement, or any agreement by and between Landmark Owner and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. Landmark Owner and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

8. The fee for establishing the escrow is $_____, **payable by Landmark Owner** at the time the escrow funds are deposited. An annual fee of $_____ will be **due from Landmark Owner** for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after _____, 20__. Wire transfer or overnight delivery fees will be assessed at the rate of $_____ each. All fees relating to this escrow account shall be billable to and **payable solely by Landmark Owner.** ***Funds from the escrow account may not be used to pay any fees.***

9. [Intentionally omitted.]

10. Chicago Title and Trust Company may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Landmark Owner and the City

13. Direction Not to Invest/Right to Commingle. Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto direct the Escrowee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that Escrowee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrowee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

14. Disputes/Circumstance not contemplated. If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrowee is unsure as to its duties as a result, Escrowee may continue to hold said funds until either in receipt of a joint order from the parties or a court order directing payment. In such instance, Escrowee may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and Landmark Owner hereby indemnifies and holds harmless Escrowee for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement to the parties.

15. Disclaimer Re: Validity of Documentation. In its capacity as Escrowee, Escrowee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrowee to have been signed by the proper person. Escrowee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

[Signature page follows.]

ECG MADISON, LLC

By: _____
Name: _____
Its: _____

CITY OF CHICAGO

By: _____
Ciere Boatright
Commissioner,
Department of Planning
and Development

_____ [Escrowee]

By: _____

Name: _____

Its: _____

_____ [Escrowee]

By:_____

Name:_____

Its:_____

(Sub)Exhibits 1, 2 and 3 referred to in this Construction Escrow Agreement read as follows:

(Sub)Exhibit 1.
(To Form Of Construction Escrow Agreement)

Disbursement Direction

I, _____, the _____ of _____, hereby direct _____, Escrowee, under its Escrow Number _____ to pay to ECG Madison LLC the sum of $_____ from the cash Deposit held in said Escrow.

Dated: _____

ECG Madison LLC

By: _____

Name: _____

Its: _____

I, _____, the _____ [Commissioner/ Managing Deputy Commissioner] of the City of Chicago Department of Planning and Development, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: _____

City of Chicago, acting by and through its Department of Planning and Development

By: _____

Name: _____

Its: _____

(Sub)Exhibit 2.
(To Form Of Construction Escrow Agreement)

The undersigned has served as the Third-Party (Inspecting) Architect/Engineer to ECG Madison LLC (the "Landmark Owner") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Landmark Owner for "Approved Project Costs" incurred by Landmark Owner for the "Preservation Work", as defined in, and determined and governed by, the Adopt-a-Landmark Floor Area Bonus Agreement between Landmark Owner and the City of Chicago, dated _____, 20__. The undersigned has obtained and has included with this certification lien waivers for all the work for which

reimbursement is sought, and an AIA Application and Certificate for payment (each, a "Draw") completed by or on behalf of Landmark Owner (or other statement in a form reasonably satisfactory to the City) setting forth, among other things, the amount of the funds (such funds being referred to herein as an "Advance") requested in each instance and also including:

(i) the hard and soft cost statements;

(ii) a cost certification from the Contractor in a form reasonably satisfactory to the Third-Party Architect/Engineer regarding the work or materials covered by the Draw;

(iii) full or conditional, as applicable, lien waivers from mall contractors, subcontractors or suppliers who supplied materials or performed work covered by the Draw in form and substance reasonably satisfactory to the Third-Party Architect/Engineer; and

(iv) proof of payment of soft costs covered by the previous Draw, in a form reasonably satisfactory to the Third-Party Architect/Engineer.

Dated: _____

_____
[Third-Party (Inspecting) Architect/Engineer]

By: _____

Name: _____

Title: _____

(Sub)Exhibit 3.
(To Form Of Construction Escrow Agreement)

Approved Project Costs.

The funds in the Joint Order Escrow Account will be used solely to reimburse the Landmark Owner for the following categories of environmental costs incurred by the Landmark Owner in the performance of City-approved Preservation Work:

Subject to the review and approval of the Commission on Chicago Landmarks (and as depicted on drawings prepared by Pappageorge Haymes (dated June 19, 2023), attached hereto, and incorporated as (Sub)Exhibit B), the Project Scope of Work and Budget under the Adopt-a-Landmark Fund for the Landmark Building shall consist of:

Exterior And Interior Work.

Exterior and interior rehabilitation of an existing former bank building into hotel and commercial space uses including masonry repairs, historic window restoration, exterior lighting, skylight restoration, and interior alterations.

Exterior:

Work Shall Include:

-- Masonry repairs as necessary to address all condition issues on all elevations.

-- Masonry cleaning on all elevations.

-- Replacement of select un-repairable non-historic windows as required to match existing replacement windows on upper floors. Repair of remaining existing non-historic windows to make fully operational.

-- Repair and refinishing of existing historic windows at ground and 2nd floors including installation of an additional layer of glazing to the inside face of the windows.

-- Repair and re-installation of historic doors at all building entries.

-- Modification of select ground floor windows to accommodate new tenant doors.

-- Installation of exterior architectural illumination.

-- Rebuilding of damaged areas of roof parapet.

-- Roof work includes removal of old layers of roofing, installation of new layer of roofing and insulation over existing deck and perimeter flashing.

-- Installation of vegetative 'green' roof.

-- Installation of mechanical equipment serving hotel suites on the roof.

Interior:

Work Shall Include:

-- Installation of new mechanical electrical, plumbing and fire protection systems to replace existing obsolete systems.

-- Replacement and modernization of two existing elevators in existing locations and construction of two (2) new elevators from bank hall to basement.

-- Installation of new insulation and gypsum board all interior face of exterior walls on upper floors.

-- Modifications to stairs, stairwells and egress paths to endure conformance with Chicago Building Code.

-- Installation of new trash chute at existing chimney.

-- Restoration of historic features at entry stairwell and historic safety deposit box waiting area at the northeast corner of the basement.

-- Capping of existing exposed soil floor in the basement boiler room.

-- Full buildout of basement hotel back-of-house spaces, including laundry room, package storage, maintenance office, et cetera.

-- Full buildout of basement circulation for hotel and future tenant including corridors and ramps to accommodate level changes in the basement.

-- Removal of non-historic bank hall finishes on the first floor.

-- New glass partitions between the historic bank hall and hotel lobby.

-- Replacement of non-historic lighting and finishes with new historically sensitive fixtures throughout.

-- Buildout of vestibule and hotel lobby within historic bank hall with historically sensitive finishes and fixtures.

-- Repair and renovation of bank hall skylights.

-- Full buildout of twelve new hotel suites on the 2nd floor mezzanine, including repairs and renovation of historic office/conference room. Full buildout of sixteen new hotel suites per floor on floors 3 through 6. Hotel suites include full bathroom with shower, toilet and lavatory, small kitchenette and living/sleeping rooms.

-- Installation of fire separations at mezzanine openings to ensure conformance with Chicago Codes.

-- Demolition and replacement of east wall along north-south corridor on upper floors. Historic doors to be salvaged and reinstalled in new wall.

-- Protection and renovation of existing historic north and south walls of east/west, and west wall of north-south corridor on upper floors.

-- Protection and renovation of existing historic floor tile where present in the common corridor in upper floors. In areas where historic tile is not present, new tile to match historic color and patterning to be installed.

-- Restoration and modernization of historic doors at new hotel suite entries to meet code requirements on upper floors. Where historic doors do not align with entries, doors to remain in place and be sealed shut.

Such costs of Preservation Work must be based on the Landmark Owner's actual costs, verified by actual receipts, with no markup by the Landmark Owner for these costs.

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, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. 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, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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-F.
(Application No. 22408)
(Common Address: 745 -- 777 N. Franklin St.)

[O2024-0008878]

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 Business Planned Development Number 1472 symbols and indications as shown on Map Number 1-F in the area bounded by:

North Franklin Street; West Chicago Avenue; a line 112 feet east of and parallel to North Franklin Street; a line 80.30 feet south of and parallel to West Chicago Avenue; a line 127 feet east of and parallel to North Franklin Street; and the public alley south of and parallel to West Chicago Avenue,

to those of the DX-5 Downtown Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22248)
(Common Address: 370 N. Carpenter St.)

[SO2023-0004080]

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 M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

North Carpenter Street; West Kinzie Street; North Aberdeen Street; and a line 133.79 feet south of and parallel to North Carpenter Street,

to those of the DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

North Carpenter Street; West Kinzie Street; North Aberdeen Street; and a line 133.79 feet south of and parallel to North Carpenter Street,

to those of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number, to be determined ("Planned Development") consists of approximately 33,721 square feet of property which is depicted on the attached Planned Development Boundary and

Property Line Map ("Property"). 370 North Carpenter LLC is the "Applicant" for this Planned Development and owner of the Property.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by 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.

As part of this project, the Applicant agrees to contribute $500,000 to CDOT toward the cost of railroad crossing upgrades and signal improvements upon issuance of a Certificate of Occupancy.

The Applicant shall contribute funds toward the burial of utility lines currently located on ComEd poles in the south alley within the boundary of the Planned Development, should a cost sharing agreement among the neighboring property owners be reached.

4. This plan of development consists of 18 Statements: a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary, Property Line and Site Map; a Green Roof Plan; a Site/Ground Floor Plan; Building Elevations (North, South, East and West); and Axonometric Diagrams (Base, Middle, Top) prepared by Hartshorne Plunkard Architects and dated September 13, 2023; and the ARO Profile Form submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development: residential above the ground floor; office; lodging; animal services (excluding overnight boarding and kennels); business equipment sales and service;

business support services; communication service establishments; eating and drinking establishments (all, including taverns); financial services (excluding payday loan and pawn shops); food and beverage retail sales; medical service; personal service; general retail sales; participant sports and recreation; artisan manufacturing, production and industrial services (only as an accessory use to a principal retail use); co-located wireless communication facilities, accessory parking and non-accessory parking (subject to Section 17-10-0503), and incidental and accessory uses.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 33,721 square feet and a base FAR of 7.0.

   The Applicant acknowledges that the project has received a bonus FAR of 4.2, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 11.2. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

   The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. 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. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

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.

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 alderperson 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.

16. The Applicant acknowledges and agrees that the rezoning of the Property from the M2-3 Light Industry District to the DX-7 Downtown Mixed-Use District and then to this Residential-Business Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning of the ARO and permits the construction of 390 dwelling units. The Applicant intends to construct a 390-unit rental building (the "Project").

    Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units;

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* Editor's Note: Numbering sequence error; (i) missing in original document.

(b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 78 affordable units (20 percent of 390) and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 78 affordable units in the rental building in the P.D., as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 26 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 4 of the 26 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

This P.D is located in the Fulton Market Innovation District (the "FMID"). The Chicago Plan Commission adopted a plan for the FMID in July 2014, and approved an update to the plan (the "FMID Plan Update") in February 2021. The FMID Plan Update allows residential uses north of Lake Street in the FMID and establishes a 30 percent affordability goal for new residential projects in that area. In order to achieve that goal, the City's Department of Housing ("DOH") is committed to offering developers financial assistance (the "FMID Funds") to provide the additional affordable units. Subject to the City's approval of the FMID Funds in an amount and on terms described below, the Applicant has agreed to explore the provision of up to an additional 39 affordable units (10 percent of 390) either on-site or in an off-site location within the boundaries of the FMID, in accordance with the FMID Plan Update (the "FMID Units"). The Applicant and DOH have begun and will continue to collaborate to determine the amount of FMID Funds necessary to create the FMID Units, which amount shall account for such factors as the change in projected net operating income during the period of affordability and based on commercially reasonable investment criteria and empirical data. DOH has previously reviewed detailed pro formas at 20 percent and 30 percent affordability along with a market rent study provided by the Applicant, and preliminarily determined the amount of funds necessary to compensate for the loss of market rate rent for the FMID Units. The Applicant and DOH have not

agreed on the amount of FMID Funds or whether the receipt of any FMID Funds can be borne by the Project. The Applicant and DOH will continue to collaborate to determine whether the Project can accept FMID Funds and, if so, the amount of FMID Funds necessary to create the FMID Units in accordance with this Statement 16. At least six (6) months prior to the issuance by the Department of Buildings of any permits for the construction of vertical improvements, the Applicant shall notify the City of the Applicant's intent to proceed with construction of the Project ("Applicant's Notice to Proceed"). The Applicant's Notice to Proceed must include an updated and detailed budget for the Project, updated proformas at 20 percent and 30 percent affordability based on commercially reasonable investment criteria and empirical data, an updated rent market study from a reputable firm with established expertise with valuations of similar properties, its calculation of the amount of FMID Funds necessary to create the FMID Units ("FMID Funding Determination") and a detailed explanation of its FMID Funding Determination, or, if applicable, a detailed explanation as to why the Project cannot accept FMID Funds (the foregoing referred to as the "Supporting Documents"). The Applicant shall concurrently deliver a copy of the Applicant's Notice to Proceed and associated documentation to the alderperson in whose ward the Project is located. Within 30 days after delivery of the Applicant's Notice to Proceed and all associated documentation to DOH, the City will either: (1) accept the Applicant's FMID Funding Determination and agree to provide the amount of FMID Funds identified by the Applicant, subject to City Council approval of the FMID Funds and the Applicant's execution of a TIF RDA (defined below); (2) reject the Applicant's FMID Funding Determination and request additional information and discussion; or (3) accept a determination by the Applicant that it is not fiscally possible, based on commercially reasonable investment criteria and empirical data, to accept FMID Funds. Furthermore, if the City fails to respond within the 30-day period following the delivery of the Applicant's Notice to Proceed (which will not be considered delivered unless each of the Supporting Documents are delivered), the Applicant may proceed with development of the Project without providing the FMID Units. If the City rejects the Applicant's FMID Funding Determination, the City and the Applicant must confer and negotiate in good faith and with due diligence to determine the amount of FMID Funds necessary to create the FMID Units. If the City and the Applicant are unable to reach agreement regarding such amount on terms acceptable to the Applicant and the City within ninety (90) days after delivery of the Applicant's Notice to Proceed, the Applicant may proceed with development of the Project without providing the FMID Units. The City intends to provide the FMID Funds from available incremental property taxes on deposit in the special tax allocation fund for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area, within whose boundaries the Property is located. The Applicant understands and agrees that the award of the FMID Funds is expressly conditioned on the City and the Applicant entering into a TIF Redevelopment Agreement (the "TIF RDA"), which will be approved pursuant to a separate ordinance (the "TIF Ordinance"), and the Applicant agrees to negotiate the TIF RDA in good faith and with due diligence and to execute

the TIF RDA in order to receive the FMID Funds. Among other conditions, the Applicant shall not be required to provide the FMID Units and accept FMID Funds if a lender providing construction financing does not approve the TIF RDA as a condition to providing such construction financing.

If, following the passage of this P.D., the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level, or chooses to decrease the number of dwelling units in the Project or pursue uses allowed by this P.D. other than residential, DOH may adjust the AHP as requested without amending this P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and, at DOH's request, provide an informational presentation to the Plan Commission regarding such change. Prior to the issuance of any building permits for the Project, including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded with the Cook County Clerk and will constitute a lien against the Project in the P.D. If the IHA is executed before the Applicant and DOH complete negotiations regarding the FMID Units, the Applicant agrees to update and amend the IHA, and to record such amended IHA, as necessary to incorporate the FMID Units. The Commissioner of DOH may enforce remedies for any breach of this Statement 16, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

17. The Applicant acknowledges that the Property is located in the Kinzie Industrial Corridor Conversion Area, and has undergone a "rezoning" within the meaning of Chapter 16-8 of the Municipal Code (the "Industrial Corridor System Fund Ordinance"). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the City's industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or

phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Levels 6 through 27 Floor Plans; Existing Zoning Map; Existing Land-Use Map; Property Line and Site Plan; Landscape Site Plan; Green Roof Plan; Site/Ground Floor Plan; North, South, East and West Building Elevations; and Axon -- Base, Middle and Top referred to in these Plan of Development Statements printed on pages 12148 through 12162 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	48,894 square feet
Area of Public Rights-of-Way (square feet):	15,171 square feet
Net Site Area (square feet):	33,721 square feet
Maximum Floor Area Ratio:	11.2
Maximum Permitted Dwelling Units:	390
Minimum Off-Street Parking Spaces:	156
Minimum Bicycle Parking Spaces:	390
Minimum Off-Street Loading Berths:	1
Maximum Building Height:	349 feet
Minimum Setbacks:	In accordance with plans

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* An official website of the City of Chicago Here's how you know

EFORMS ADMIN TOOL

MENU

ARO Intake Application

Close

Submission ID: 850384

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirely online at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.
The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in Section 2-44-105 of the City's Municipal Code.
PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in Article 5.1.2 of the ARO Rules, and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for download here. The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.
If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.
The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.
Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *: 370 N. Carpenter, LLC
Applicant Contact Person *: Fred Krol
Applicant Email *: fkrol@sterlingbay.com
Applicant Phone *: (312) 466-4100
Applicant Address *: 333 N. Green Street, Suite 1100
Attorney Name *: Katie Jahnke Dale
Attorney Email *: katie.dale@us.dlapiper.com

Development Information

Development Address:

From *: 370
To:
Direction *: N
Street Name *: CARPENTER
Zip Code *: 606071223
Ward *: 27
ARO Zone *: Downtown
Development Name *: 370 N Carpenter
If you are working with a Planner at the City, what is his/her/their name?: Max Lyon
Zoning Application Number (if applicable): 22248
Council Introduction Date *: 9/13/2023

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Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

* Yes No

ARO Trigger *: Zoning Entitlement

Development Type *: Rental

Total Units *: 390

Is your Project in a Transit Served Location? *: with 4.0 FAR (100% on-site requirement)

Estimated date marketing will begin *: 2/28/2026

Estimated date of building permit (in-lieu fee, $5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *: 7/1/2024

ARO Requirements

ARO Option

* 20% at 60% average AMI
16% at 50% average AMI
13% at 40% AMI
10% at 30% AMI

ARO Option

20% at 100% AMI
16% at 80% AMI

ARO Option *

10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

10% AT A WEIGHTED AVERAGE OF 100% AMI
8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
78.0	20	39

Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
78	0	0.0

In-Lieu Amount Owed *	On-Site Units To CLIHTF or CHA *
$0.00	0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From	To	Direction	Street Name
		Select One	Select One

Zip Code	Ward	ARO Zone

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Off-Site Type

Select One

Off-Site Admin Fee

$ 0.00

Forms

Unit Mix and Square Footage Spreadsheet *
370 N Carpenter Unit Mix and Square Footage Spreadsheet.xlsx

Dimensioned Floor Plans with affordable units highlighted
370 N Carpenter Dimensioned Floor Plan.pdf

If ARO units are CLIHTF or CHA, attach signed acceptance letter

If off-site units are new construction, attach:

A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units

If off-site units are rehab, please attach the following documents:

A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units

C. A Physical Needs Assessment (PNA)

D. Surveys

E. Outstanding code violations

F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

A. Owner Sworn Statement

B. GC Sworn Statement

C. Bounday Survey

D. Draft permit application prior to submission to the Department of Buildings (DOB)

E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH

B. A copy of the front and back of each building permit for each property with all DOB signoffs

C. A copy of the Certificate of Occupancy for each property (if applicable)

D. Final GC and Owner Sworn Statements

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F. As built Survey (new construction)

G. Final Issued for Construction Permitted Construction Drawings

H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Emily L. Becker

Summary
Work Log

Submission Date: 11/17/2023 03:33:54 PM
Amended Date:
Admin Amended Date:
Admin Amended By:
Admin Amended Justification:

Options	Action
Show Notes	Accept
Email User	Deny
	Follow Up

Close

Disclaimer **Web Standards**

City of Chicago

Contact Info
info@chicago.gov
(312)-774-2828

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Project Name	370 N. Carpenter
Zoning Application number, if applicable	22248
Address	370 N. Carpenter
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price?*	$4.75
Total Units in Project	390
Total Affordable units	78

Summary

	Market Rate			ARO			
unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordable v. market square footage*
studio	89	29%	487	22	28%	458	94%
one-bed	165	53%	743	41	53%	655	88%
two-bed	47	15%	1,143	12	15%	1,001	88%
three-bed	11	4%	1,513	3	4%	1,453	96%

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines.

Features and Amenities

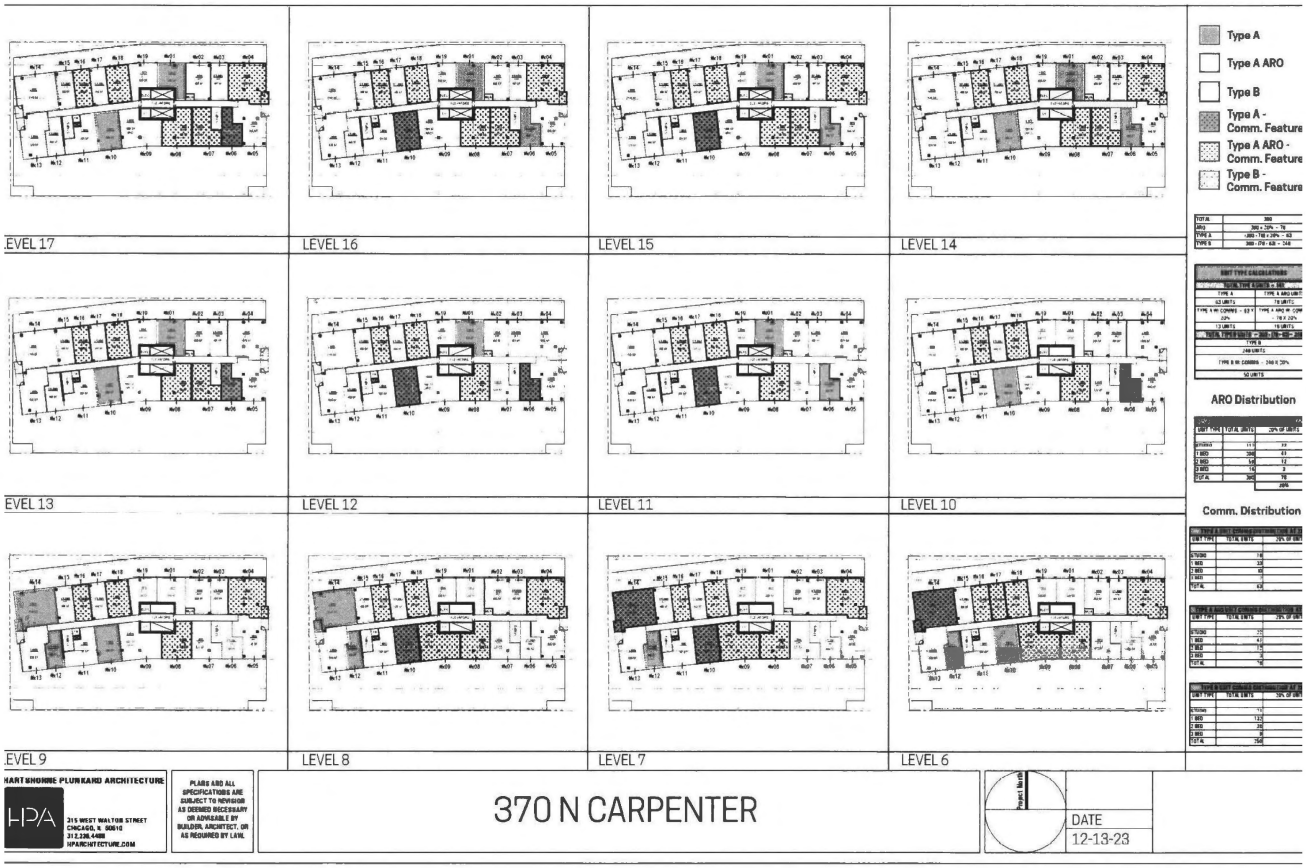
	Market Rate Units	Affordable Units
Parking	ON-SITE	ON-SITE
Laundry	IN-UNIT	IN-UNIT
Appliances		
Refrigerator *age/EnergyStar/make/model/color*	New, finish and manufacturer T.B.D.	New, finish and manufacturer T.B.D.
Dishwasher *age/EnergyStar/make/model/color*	New, finish and manufacturer T.B.D.	New, finish and manufacturer T.B.D.
Stove/Oven *age/EnergyStar/make/model/color*	New, finish and manufacturer T.B.D.	New, finish and manufacturer T.B.D.
Microwave *age/EnergyStar/make/model/color*	New, finish and manufacturer T.B.D.	New, finish and manufacturer T.B.D.
Bathroom(s) *how many? Half bath? Full bath?*	Minimum 1 full bath per unit.	Minimum 1 full bath per unit.
Kitchen countertops *material*	Finish T.B.D.	Finish T.B.D.
Flooring *material*	Finish T.B.D.	Finish T.B.D.
HVAC	In-unit heating and air conditioning	In-unit heating and air conditioning
Other		

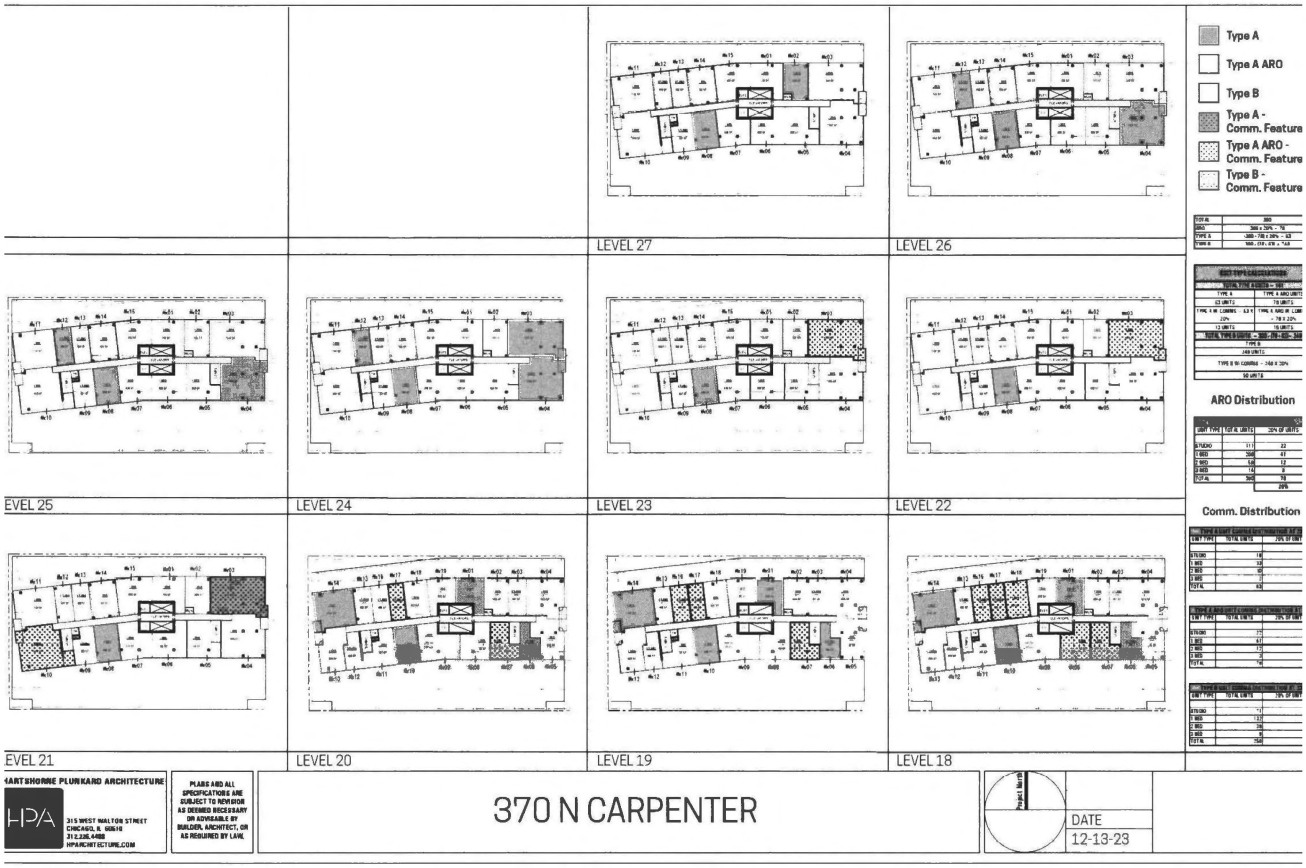
NOTE: DOH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the ARO Rules.

AMI Mix for ARO Units

Affordable Units

Unit Type	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	Total Units	Average
Studio	-	3	8	4	-	7	22	60.00%
1 bed	-	9	14	5	-	13	41	58.54%
2 bed	-	3	2	2	-	5	12	61.67%
3 bed	-	-	-	1	-	2	3	73.33%
4 bed	-	-	-	-	-	-	-	
	-	15	24	12	-	27	78	**60.00%**


LEVEL 17
LEVEL 16
LEVEL 15
LEVEL 14
LEVEL 13
LEVEL 12
LEVEL 11
LEVEL 10
LEVEL 9
LEVEL 8
LEVEL 7
LEVEL 6
Type A
Type A ARO
Type B
Type A - Comm. Feature
Type A ARO - Comm. Feature
Type B - Comm. Feature
ARO Distribution
Comm. Distribution
HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST WALTON STREET
CHICAGO, IL 60610
312.226.4488
HPARCHITECTURE.COM
PLANS AND ALL SPECIFICATIONS ARE SUBJECT TO REVISION AS DEEMED NECESSARY OR ADVISABLE BY BUILDER, ARCHITECT, OR AS REQUIRED BY LAW.
370 N CARPENTER
Project North
DATE
12-13-23


Type A
Type A ARO
Type B
Type A - Comm. Feature
Type A ARO - Comm. Feature
Type B - Comm. Feature
LEVEL 27
LEVEL 26
LEVEL 25
LEVEL 24
LEVEL 23
LEVEL 22
LEVEL 21
LEVEL 20
LEVEL 19
LEVEL 18
ARO Distribution
Comm. Distribution
HARTSHORNE PLUNKARD ARCHITECTURE
HPA
315 WEST WALTON STREET
CHICAGO, IL 60610
312.236.4488
HPARCHITECTURE.COM
PLANS AND ALL SPECIFICATIONS ARE SUBJECT TO REVISION AS DEEMED NECESSARY OR ADVISABLE BY BUILDER, ARCHITECT, OR AS REQUIRED BY LAW.
370 N CARPENTER
Project North
DATE
12-13-23

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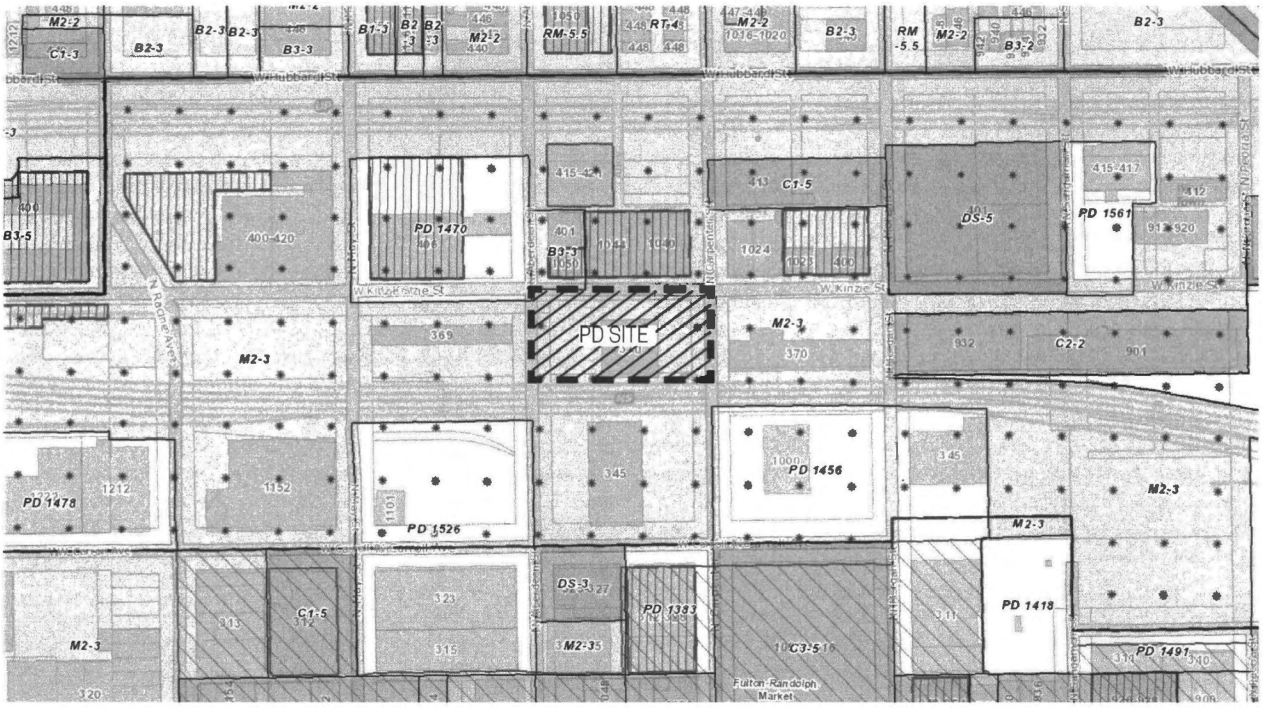

LEGEND

SUBJECT PREMISES

N

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		EXISTING ZONING MAP
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** N.T.S

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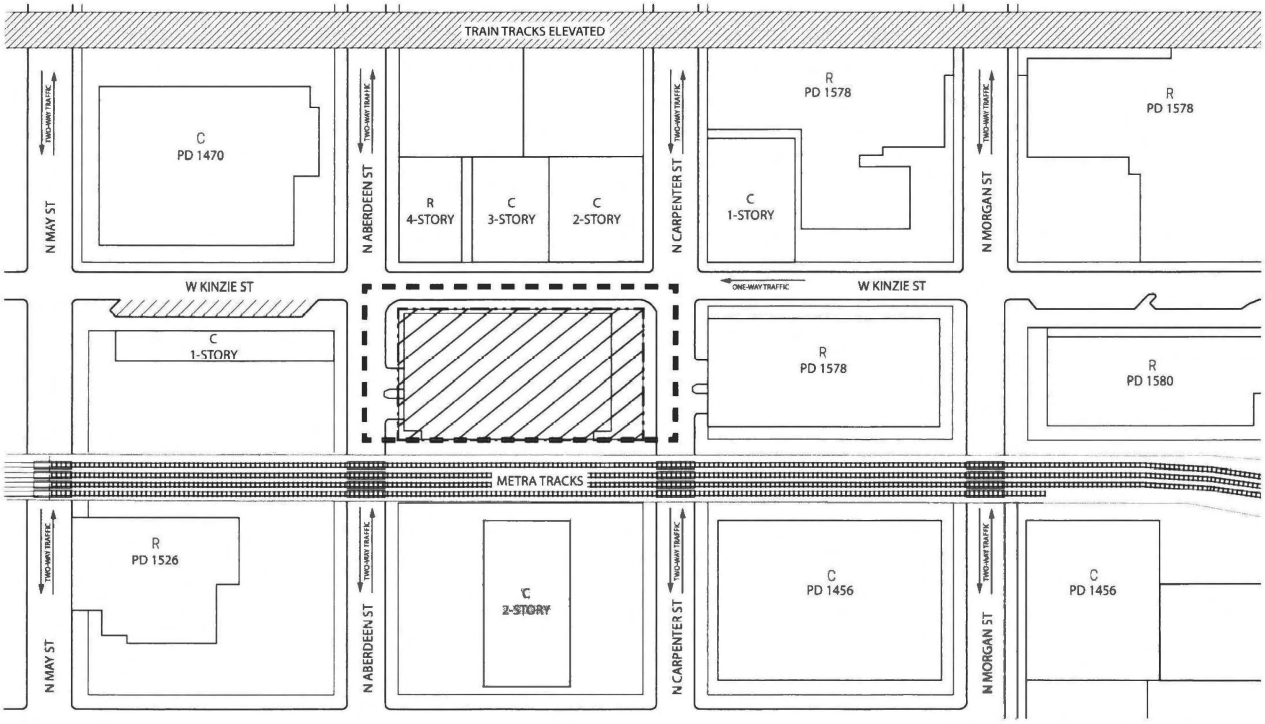

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		EXISTING LAND USE MAP
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** 1"=120'

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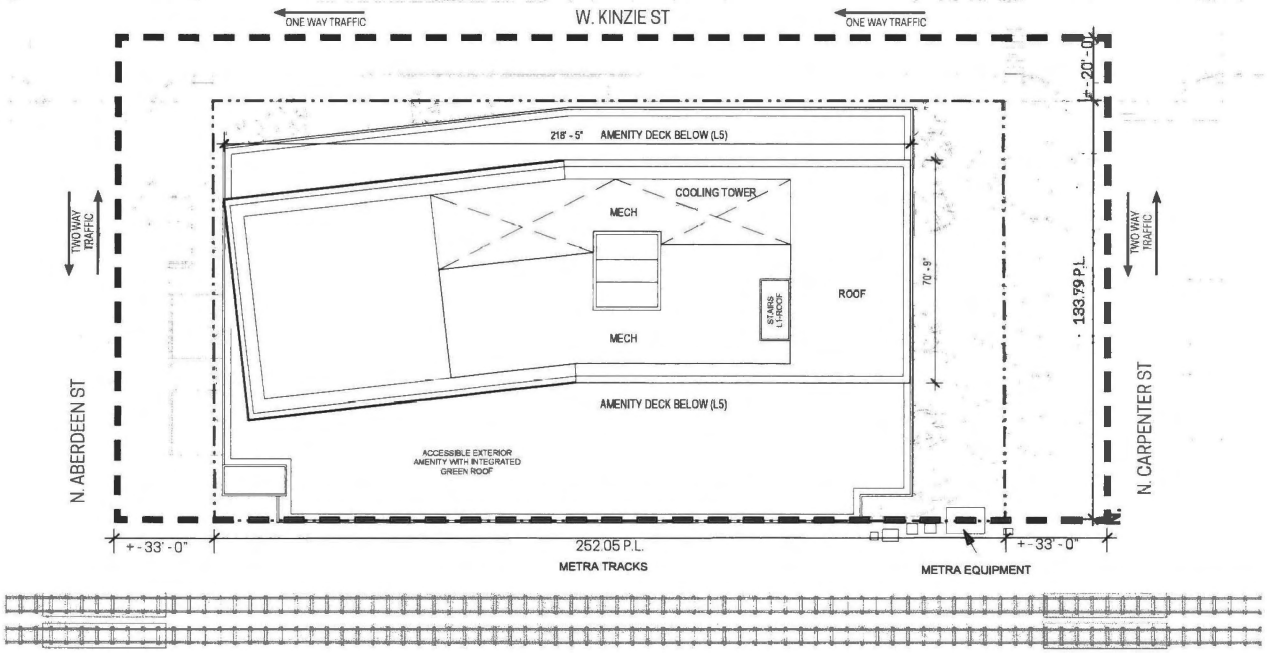

TOTAL SITE AREA: 33,721 SF TOTAL PD AREA: +/- 48,892 SF

PROPERTY LINE
PD BOUNDARY

N

APPLICANT: 370 N. Carpenter, LLC			
ADDRESS OF PROJECT: 370 N. CARPENTER ST			PD BOUNDARY, PROPERTY LINE AND SITE MAP
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** 1" = 40'	

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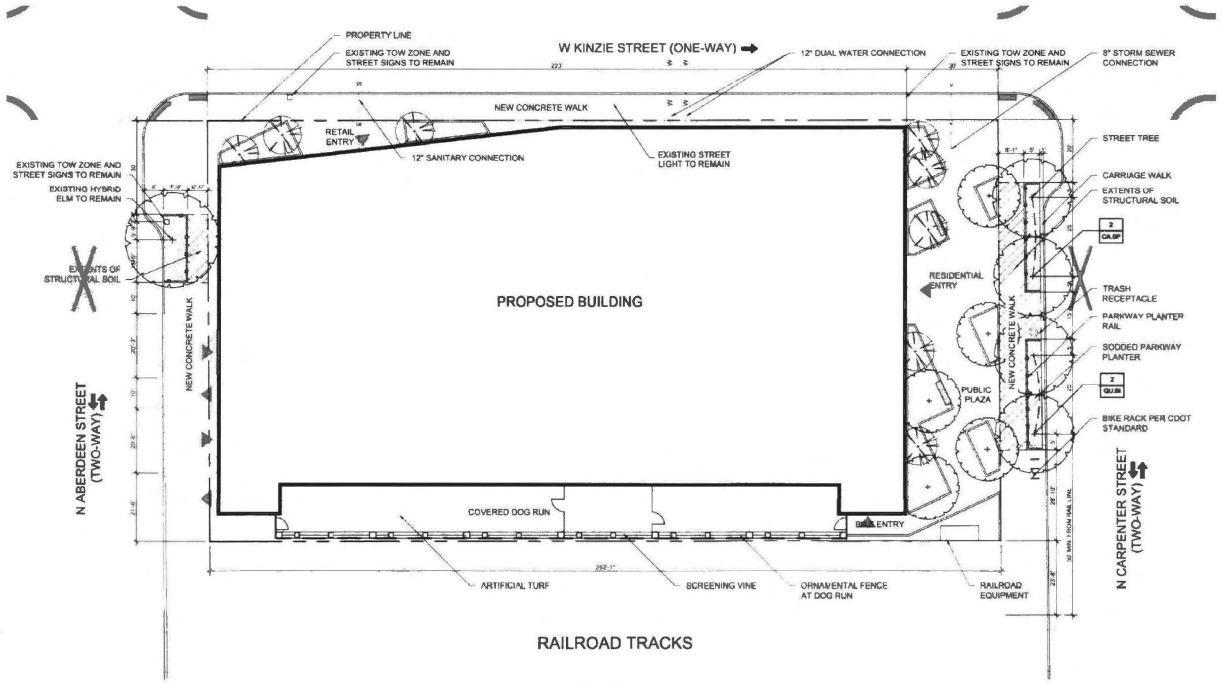

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		LANDSCAPE SITE PLAN
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** 1" = 40'

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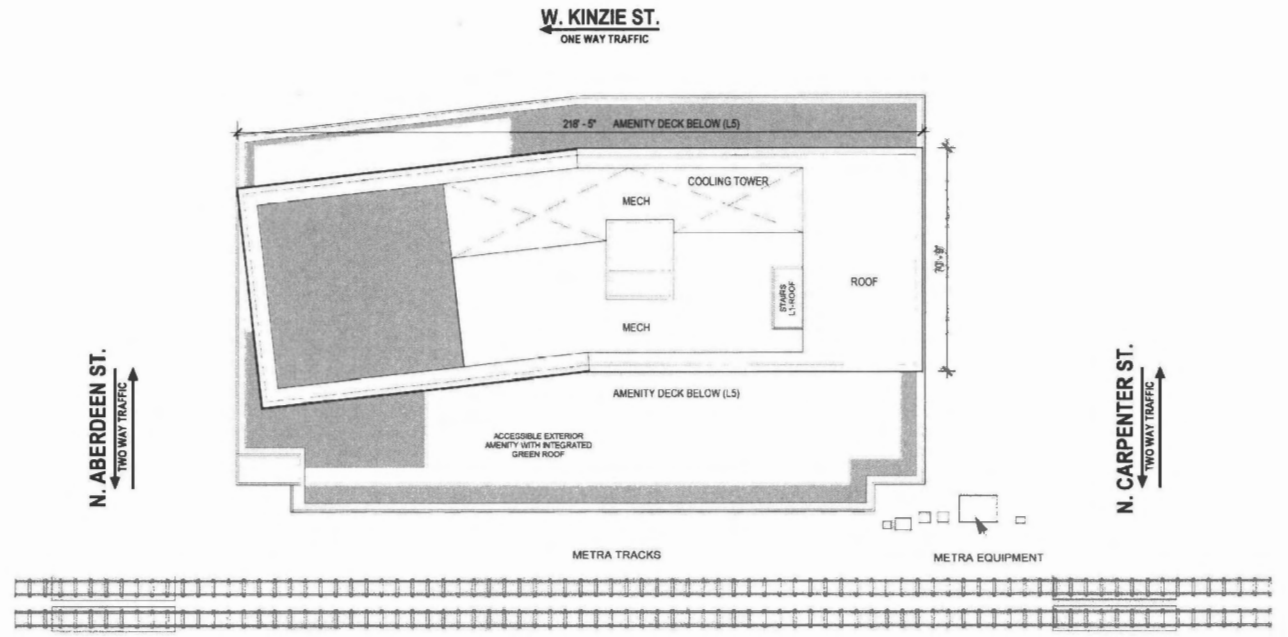

TOTAL ROOF AREA: 27,930 SF
APPLICABLE ROOF AREA: 17,024 SF

REQUIRED GREEN ROOF AREA: 8,512 SF
PROVIDED GREEN ROOF AREA: 8,512 SF

50% APPLICABLE ROOF AREA: 8,512 SF

APPLICANT: 370 N. Carpenter, LLC			
ADDRESS OF PROJECT: 370 N. CARPENTER ST			GREEN ROOF PLAN
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** 1" = 40'	

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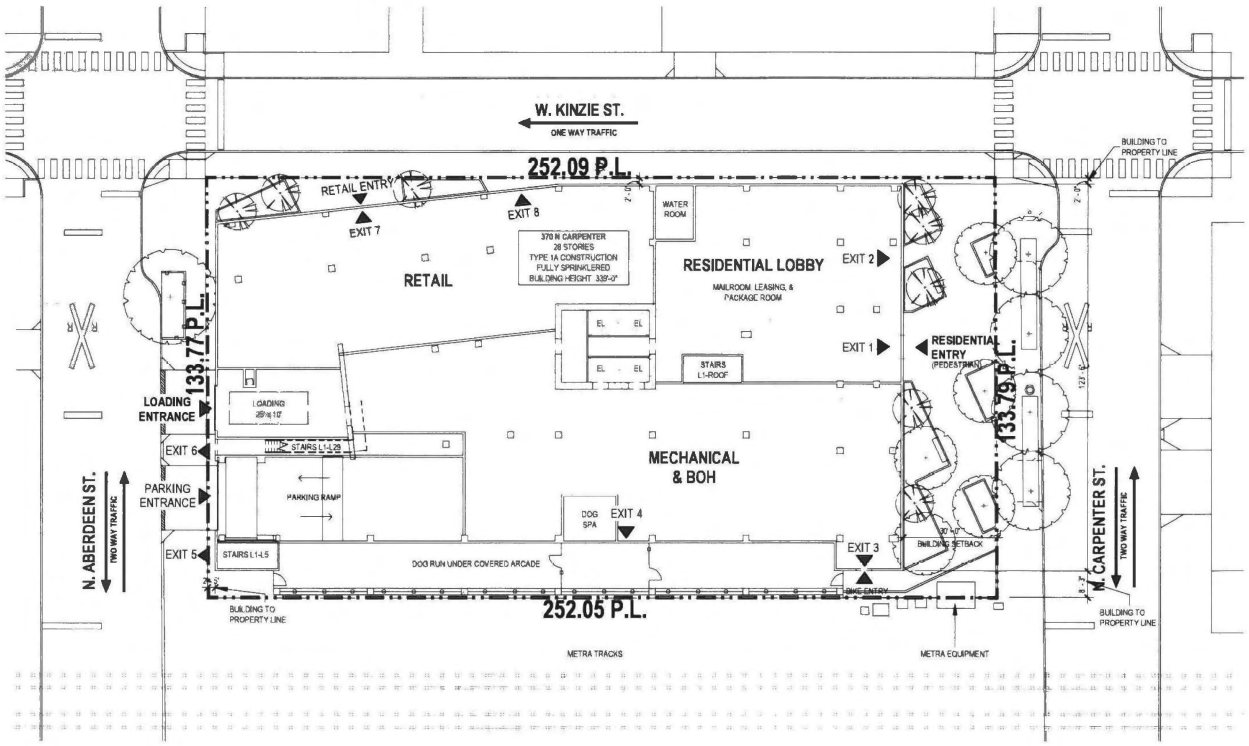

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		SITE/GROUND FLOOR PLAN
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024 **SCALE:** 1" = 40'	

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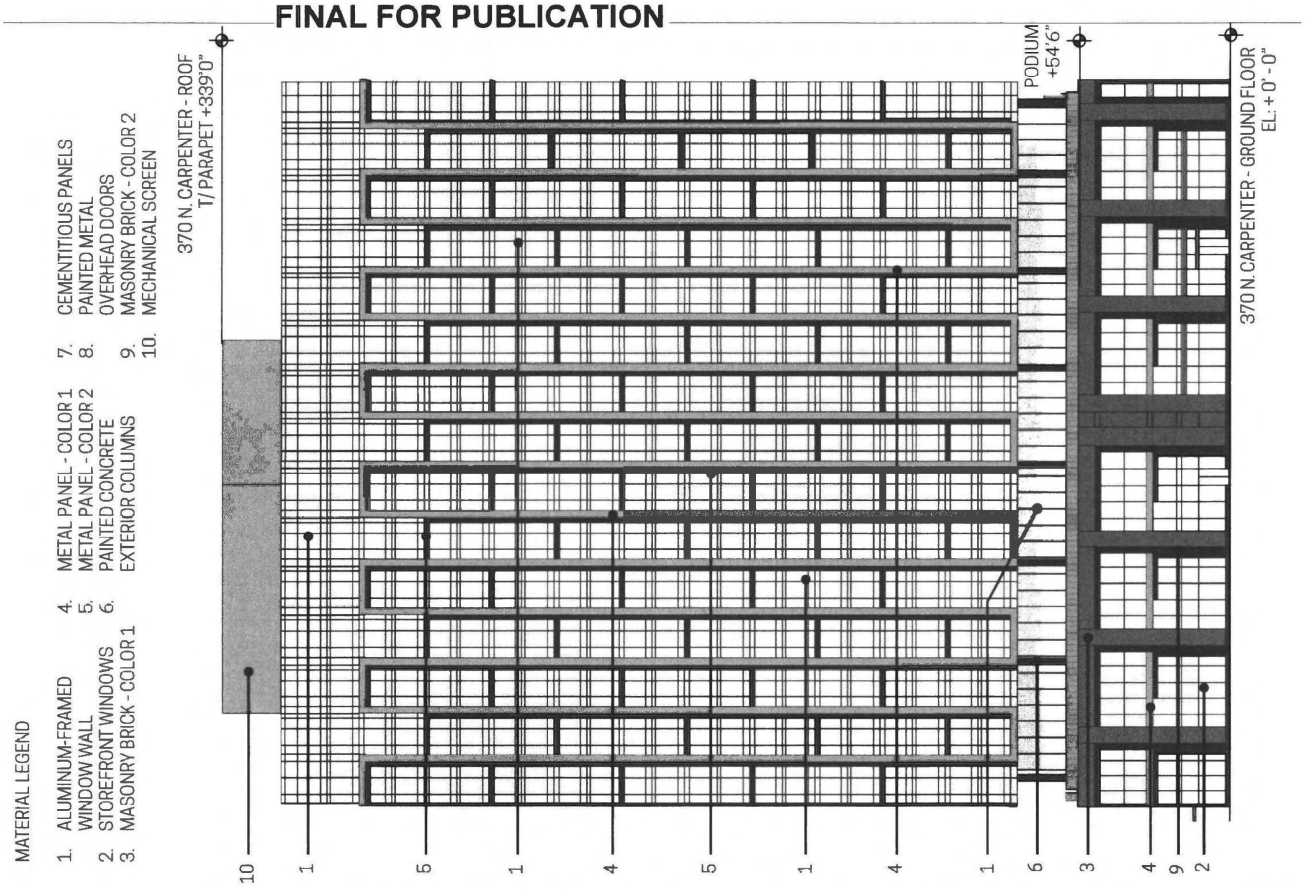

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		NORTH ELEVATION
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** 1" = 40'

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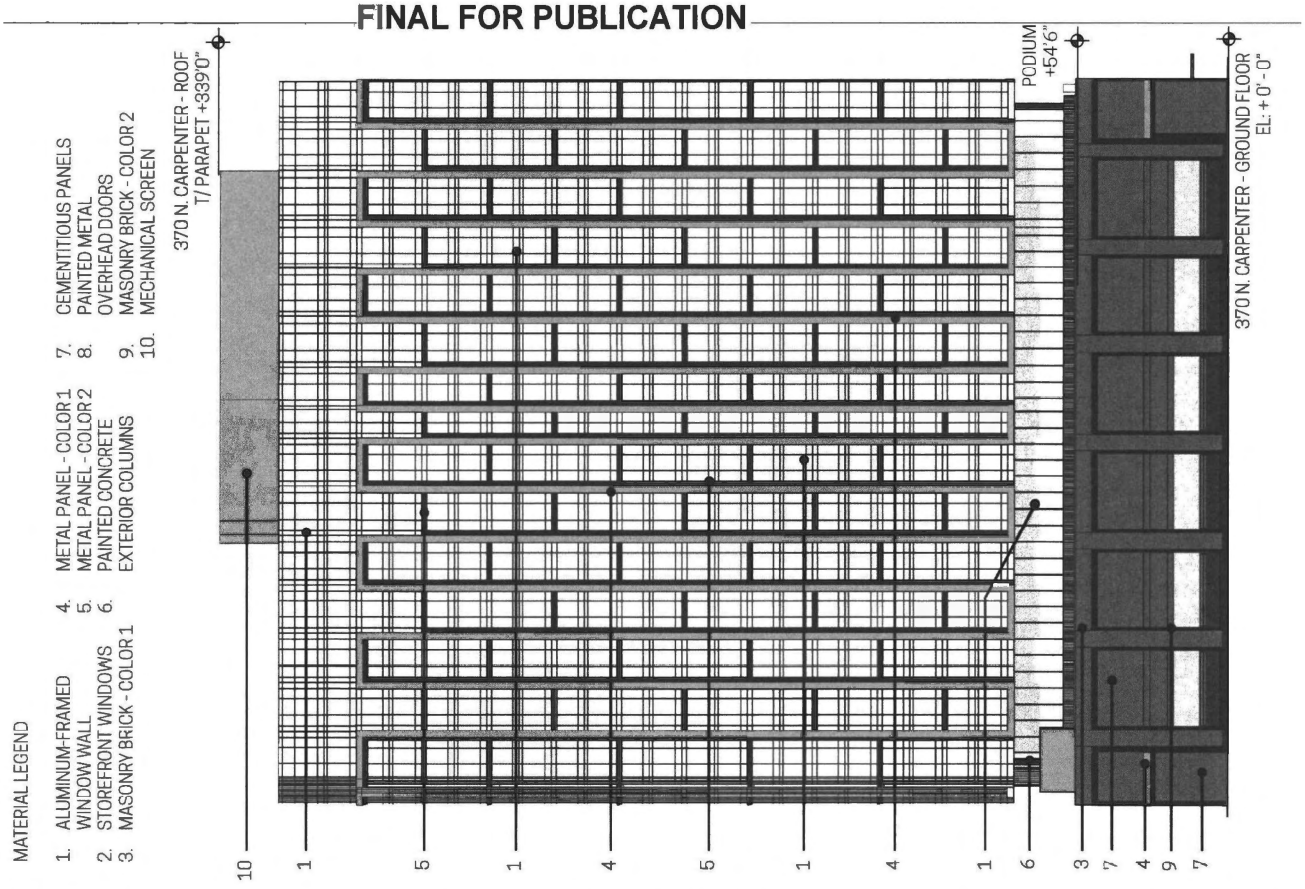

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		SOUTH ELEVATION
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024 **SCALE:** 1" = 40'	

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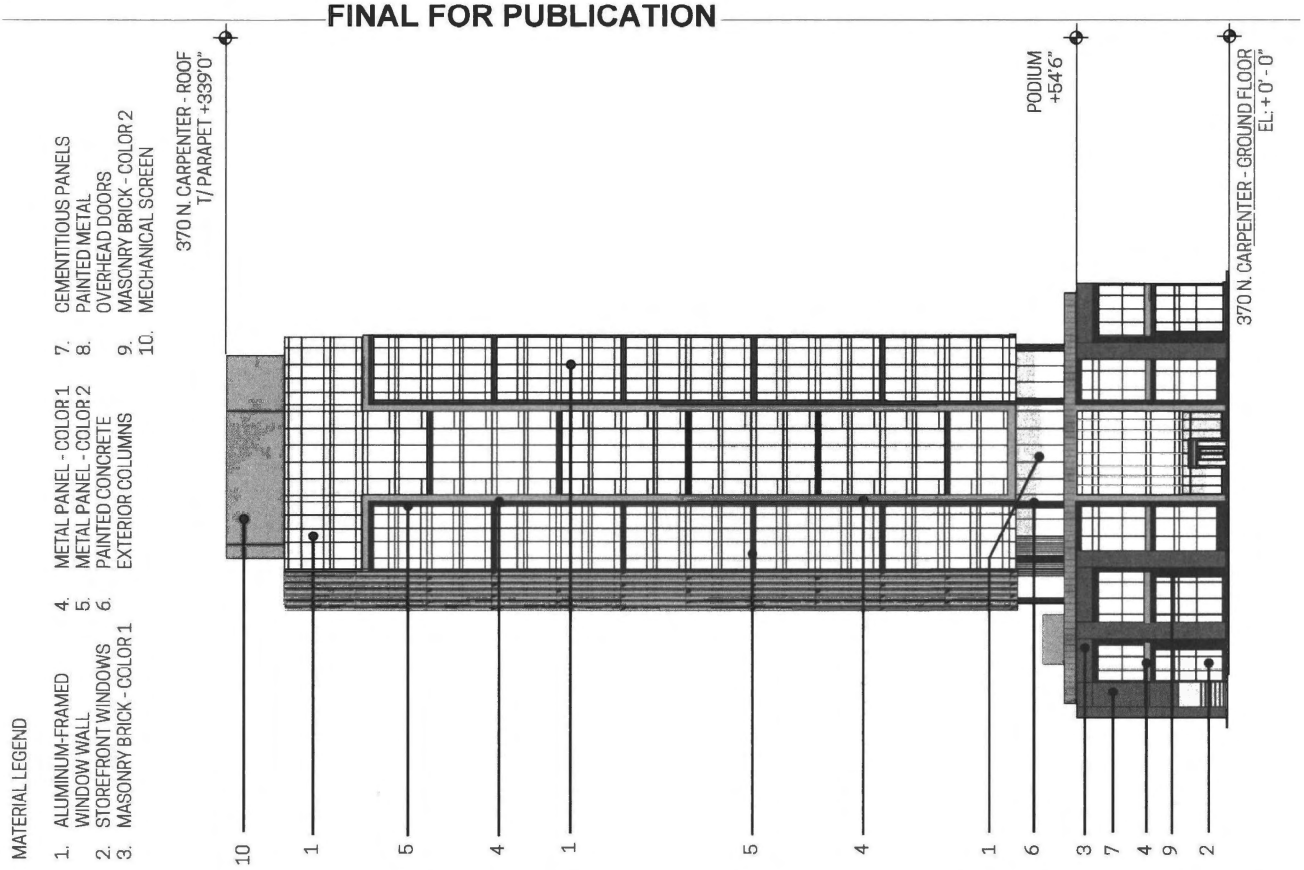

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		EAST ELEVATION
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024 **SCALE:** 1" = 40'	

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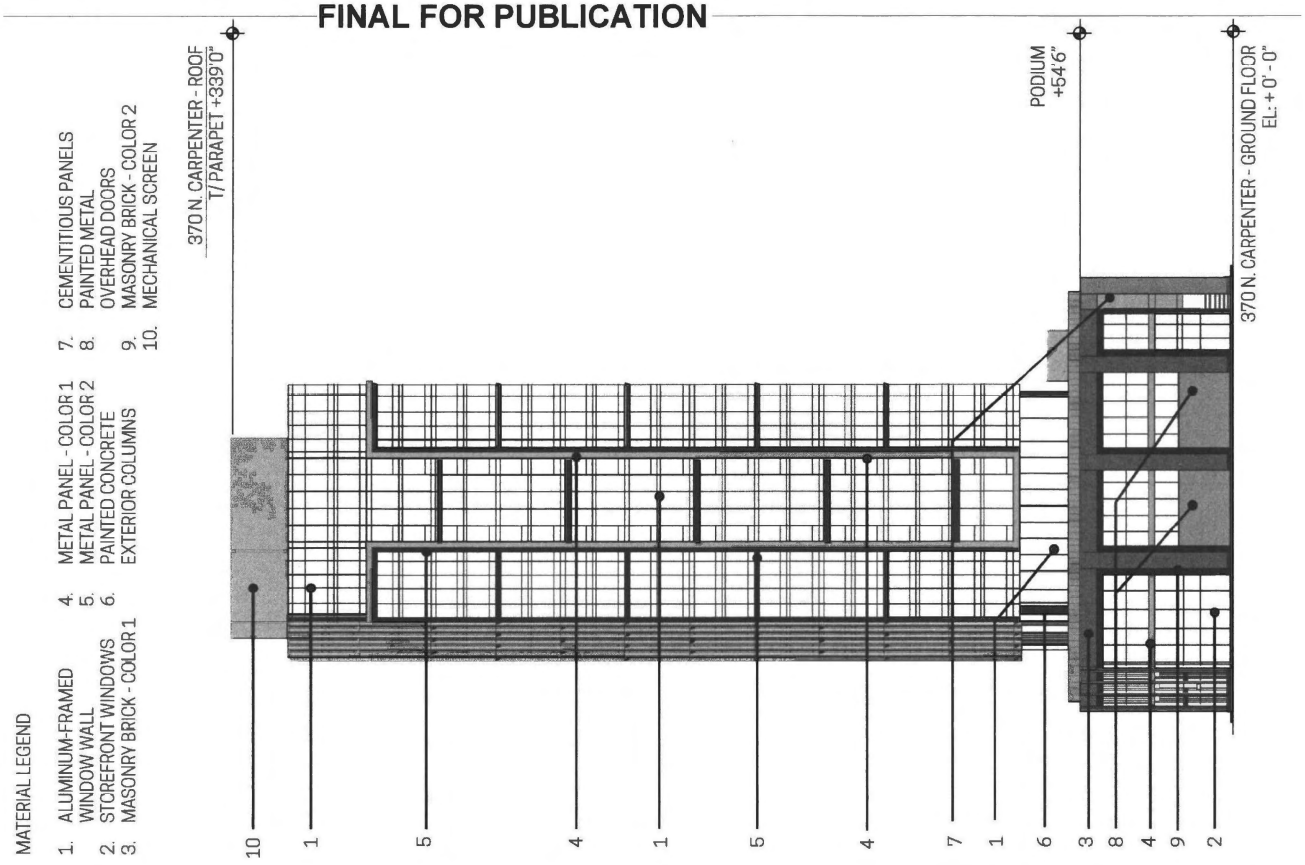

APPLICANT: 370 N. Carpenter, LLC		
ADDRESS OF PROJECT: 370 N. CARPENTER ST		WEST ELEVATION
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024 **SCALE:** 1" = 40'	

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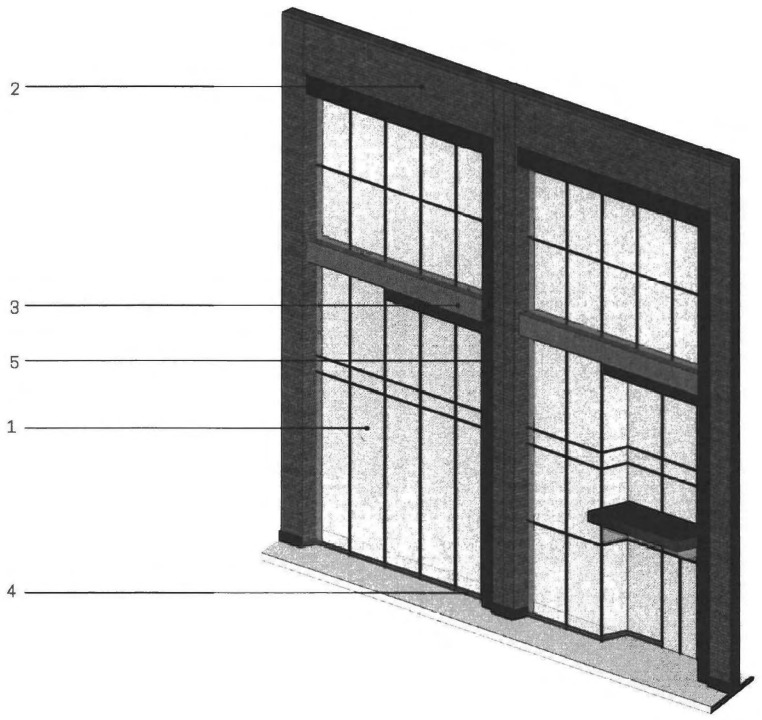
MATERIAL LEGEND

1. STOREFRONT WINDOWS
2. MASONRY BRICK - COLOR 1
3. METAL PANEL - COLOR 1
4. GRANITE BASE
5. MASONRY BRICK - COLOR 2

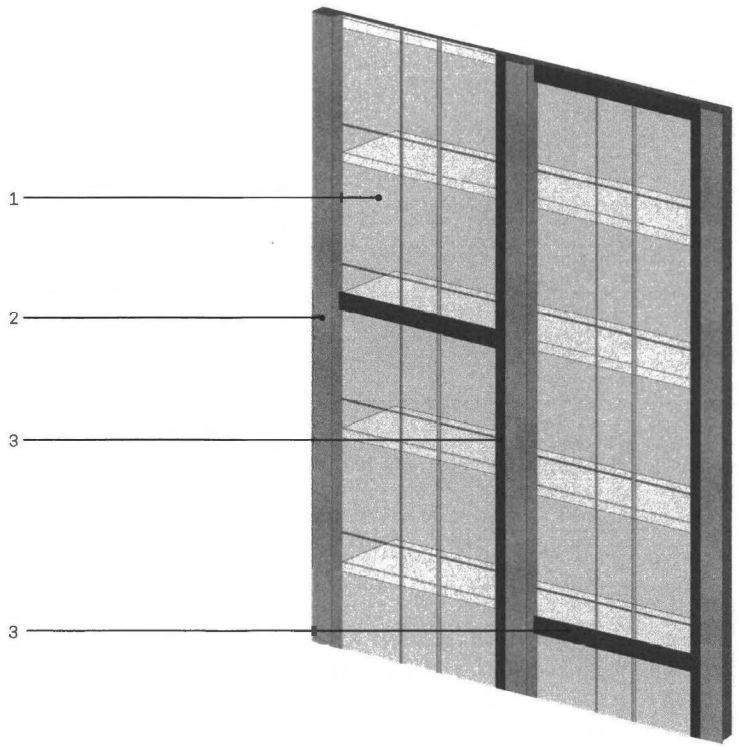


APPLICANT: 370 N. Carpenter, LLC			
ADDRESS OF PROJECT: 370 N. CARPENTER ST			AXON - BASE
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** N.T.S	

FINAL FOR PUBLICATION

MATERIAL LEGEND

1. ALUMINUM-FRAMED WINDOW WALL
2. METAL PANEL - COLOR 1
3. METAL PANEL - COLOR 2

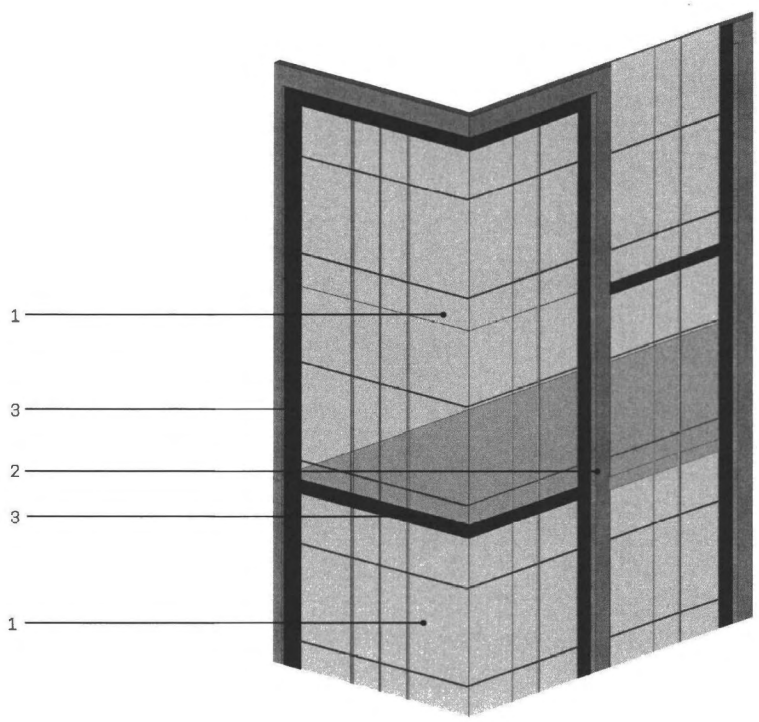


APPLICANT: 370 N. Carpenter, LLC			AXON - MIDDLE
ADDRESS OF PROJECT: 370 N. CARPENTER ST			
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** N.T.S	

FINAL FOR PUBLICATION

MATERIAL LEGEND

1. ALUMINUM-FRAMED WINDOW WALL
2. METAL PANEL - COLOR 1
3. METAL PANEL - COLOR 2



APPLICANT: 370 N. Carpenter, LLC			
ADDRESS OF PROJECT: 370 N. CARPENTER ST			AXON - TOP
INTRODUCTION: 09/13/2023	**PLAN COMMISSION:** 05/16/2024	**SCALE:** N.T.S	

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22318)
(Common Address: 400 N. Elizabeth St.)

[SO2023-0006496]

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 Business Planned Development Number 1528 symbols and indications as shown on Map Number 1-G in the area bounded by:

North Ogden Avenue; Union Pacific Railroad; North Elizabeth Street; and the south line of vacated West Kinzie Street,

to those of the DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

North Ogden Avenue; Union Pacific Railroad; North Elizabeth Street; and the south line of vacated West Kinzie Street,

to those of Residential-Business Planned Development Number 1528, as amended.

SECTION 3. This ordinance shall be in force and effect from and after its passage and publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1528, As Amended.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1528, ("Planned Development") consists of approximately 62,169 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 400 N Elizabeth Land LLC is the "Applicant" for this Planned Development and the owner of the Property.

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 "Zoning Ordinance"), the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

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 Chicago Department of Transportation ("CDOT") on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

   -- Sidewalks

   -- ADA crosswalk ramps

   -- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

The Applicant shall make the following improvements prior to the issuance of a Certificate of Occupancy:

-- Creation of a northbound left turn lane from Ogden Avenue onto Hubbard Street.

-- Creation of the pedestrian walkway further described in Statement 16 and indicated on the Plans (as hereinafter defined).

-- Installation of left turn signals for the north and south approaches of Ogden Avenue at Hubbard Street and of equipment necessary to provide the same, including supporting controller, cabinet, and foundations.

-- Ogden and Hubbard intersection incandescent signal heads and countdown pedestrian signals to be replaced with LED signal heads.

In addition, owing to the unique infrastructure challenges in the adjacent area, the Applicant has agreed to establish and fund an escrow in the amount of $600,000 (the "Escrow Amount") prior to the issuance of any building permits (the "Traffic Mitigation and Neighborhood Beautification Fund"). The Traffic Mitigation and Neighborhood Beautification Fund will fund work to be performed by CDOT or, with the approval of CDOT, by the Applicant. These improvements will be determined by CDOT and could include the following in the discretion of CDOT and to the extent that required approvals can be obtained and that funds allow:

-- Conversion of southbound Racine Avenue to one way or elimination of one leg of Racine at Kinzie Street.

-- Creation of a pedestrian park at Racine Avenue and Kinzie Avenue.

-- Increased visibility of the stop sign(s) at Grand Avenue and Racine Avenue such as flashing or one or double-sided stops.

-- If and when warranted, installation of a traffic signal at the intersection of Racine Avenue and Hubbard Street.

-- Signal modification from eastbound and westbound approaches to northbound and southbound approaches during weekday morning peak hours at intersection of Ogden Avenue and Grand Avenue.

-- Landscaping along north side of Kinzie Street between Elizabeth Street and Racine Avenue.

-- Landscaping to the north of the Union Pacific tracks adjacent to Hubbard Street between Ogden Avenue and Elizabeth Street.

-- Installation of lighting and public art at Elizabeth Street viaduct.

The Applicant's responsibility shall be limited to the Escrow Amount and any sums remaining in the Traffic Mitigation and Neighborhood Beautification Fund sixty (60) months following the issuance of a Certificate of Occupancy shall be remitted to the Applicant.

4. This plan of development consists of these 18 Statements; a Bulk Regulations and Data Table and the following exhibits and plans attached hereto prepared by Archeo Design Studio, Inc. and dated November 17, 2023 (the "Plans"): an Existing Land-Use Map; a Planned Development Property Line and Boundary Map; an Existing Zoning Map; a Site Plan/Landscape Plan; Base, Middle and Top Details; Building Elevations (North, South, East and West); and an ARO Affordable Housing Profile Form ("AHP"). In any instance where a provision of this Planned Development conflicts with the Chicago Building Code or AHP, the Building Code or AHP, as applicable, shall control.

   This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as Residential-Business Planned Development Number 1528, as amended: dwelling units above the ground floor, vacation rental, shared housing units, day care (subject to future site plan review); animal services (sales and grooming, veterinary, excluding kenneling and boarding); artist work or sales space; business support services (except day labor employment agency); eating and drinking establishments (all); financial services (all, excluding payday/title secured loan store and pawn shop); food and beverage retail sales (except as more specifically regulated); lodging (all, subject to site plan approval); liquor sales (as accessory use); medical service; office; personal service (all); retail sales; indoor participant sports and recreation; entertainment and spectator sports (Subarea B only; all, except wagering facility); co-located wireless communication facilities; accessory parking; and accessory and incidental uses.

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 DPD. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 62,169 square feet and a base FAR of 7.0.

   The Applicant acknowledges that the project has received a bonus FAR of 4.5, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 11.5. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17.4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit which includes permanent structural elements (excluding geothermal system well and boring permit(s)) for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

   The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, 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. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. 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 13-32-125 of the Municipal Code, or any other provision of that code.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance 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 title holders and any ground lessors.

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

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* Editor's Note: Numbering sequence error; (i) missing in original document.

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.

16. Prior to issuance of building permits, the Applicant will enter into a development and maintenance agreement (the "DEMA") with the City for the construction, maintenance, and management of the pedestrian walkway and all public open space indicated on the Plans. The DEMA obligations shall be binding upon the Applicant, its successors and assigns. The Commissioner is hereby authorized to enter into the DEMA and all other documents contemplated by this Statement 16 and, in his/her sole discretion, may modify by minor change the foregoing requirements, without further City Council approval, for the DEMA(s) so as to permit alternate forms of achieving compliance with the Applicant's construction, maintenance and management obligations such as, by means of example and not limitation, one or more restrictive covenants or owners' reciprocal easement and operation agreements in form and substance acceptable to the City which expressly grant the City necessary enforcement, self-help and lien rights as may be necessary to assure compliance with this statement.

17. The Applicant acknowledges and agrees that the rezoning of the Property from Business Planned Development Number 1528 to the DX-7 Downtown Mixed-Use District, and then to this Residential-Business Planned Development Number 1528, as amended, is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning of the ARO and permits the construction of 383 dwelling units in Subarea A, and 341 dwelling units in Subarea B. This statement addresses the compliance with ARO for Subarea A and Subarea B, where the Applicant intends to construct a 724-unit rental development in multiple buildings (the "Project").

    Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as

described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 144.8 affordable units (20 percent of 724) half of which (50 percent of 144.8 or 72.4) are Required Units. Pursuant to subsection (T) of the ARO, the Applicant must either pay a fractional in lieu fee or provide an additional unit on-site or off-site to satisfy the fractional obligation. The Applicant has agreed to satisfy its affordable housing obligation by providing an additional unit for its fractional obligation for a total of 146 affordable units in the Project, as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI; (y) at least one-third (or 49 units) must be affordable to households at or below 50 percent of the AMI, one-sixth of which (or 8 of the 49 units) must be affordable to households at or below 40 percent of the AMI; and (z) all income levels must be multiples of 10 percent of the AMI.

This P.D. is located in the Fulton Market Innovation District (the "FMID"). The Chicago Plan Commission adopted a plan for the FMID in July 2014, and approved an update to the plan (the "FMID Plan Update") in February 2021. The FMID Plan Update allows residential uses north of Lake Street in the FMID and establishes a 30 percent affordability goal for new residential projects in that area. In order to achieve that goal, the City's Department of Housing ("DOH") is committed to offering developers financial assistance (the "FMID Funds") to provide additional affordable units. Subject to the City's approval of the FMID Funds in an amount and on terms described below, the Applicant has agreed to explore the provision of up to an additional 72 affordable units (10 percent of 724) either on-site or in an off-site location within the boundaries of the FMID, in accordance with the FMID Plan Update (the "FMID Units"). The Applicant and DOH have begun and will continue to collaborate to determine the amount of FMID Funds necessary to create the FMID Units, which amount shall account for such factors as the change in projected net operating income

during the period of affordability and based on commercially reasonable investment criteria and empirical data. DOH has previously reviewed detailed pro formas at 20 percent and 30 percent affordability along with a market rent study provided by the Applicant, and preliminarily determined the amount of funds necessary to compensate for the loss of market rate rent for the FMID Units. The Applicant and DOH have not agreed on the amount of FMID Funds or whether the receipt of any FMID Funds can be borne by the Project. The Applicant and DOH will continue to collaborate to determine whether the Project can accept FMID Funds and, if so, the amount of FMID Funds necessary to create the FMID Units in accordance with this Statement 17. At least six (6) months prior to the issuance by the Department of Buildings of any permits for the construction of vertical improvements, the Applicant shall notify the City of the Applicant's intent to proceed with construction of the Project ("Applicant's Notice to Proceed"). The Applicant's Notice to Proceed must include an updated and detailed budget for the Project, updated pro formas at 20 percent and 30 percent affordability based on commercially reasonable investment criteria and empirical data, an updated rent market study from a reputable firm with established expertise with valuations of similar properties, its calculation of the amount of FMID Funds necessary to create the FMID Units ("FMID Funding Determination") and a detailed explanation of its FMID Funding Determination, or, if applicable, a detailed explanation as to why the Project cannot accept FMID Funds (the foregoing referred to as the "Supporting Documents"). The Applicant shall concurrently deliver a copy of the Applicant's Notice to Proceed and associated documentation to the alderman in whose ward the Project is located. Within 30 days after delivery of the Applicant's Notice to Proceed and all associated documentation to DOH, the City will either: (1) accept the Applicant's FMID Funding Determination and agree to provide the amount of FMID Funds identified by the Applicant, subject to city council approval of the FMID Funds and the Applicant's execution of a TIF RDA (defined below); (2) reject the Applicant's FMID Funding Determination and request additional information and discussion; or, (3) accept a determination by the Applicant that it is not fiscally possible, based on commercially reasonable investment criteria and empirical data, to accept FMID Funds. Furthermore, if the City fails to respond within the 30-day period following the delivery of the Applicant's Notice to Proceed (which will not be considered delivered unless each of the Supporting Documents are delivered), the Applicant may proceed with development of the Project without providing the FMID Units. If the City rejects the Applicant's FMID Funding Determination, the City and the Applicant must confer and negotiate in good faith and with due diligence to determine the amount of FMID Funds necessary to create the FMID Units. If the City and the Applicant are unable to reach agreement regarding such amount on terms acceptable to the Applicant and the City within ninety (90) days after delivery of the Applicant's Notice to Proceed, the Applicant may proceed with development of the Project without providing the FMID Units. The City intends to provide the FMID Funds from available incremental property taxes on deposit in the special tax allocation fund for the Kinzie Industrial Conservation Area Tax Increment Redevelopment Project Area, within whose boundaries the Property is located. The Applicant understands and agrees that the award of the FMID Funds is expressly conditioned on the City and the Applicant entering into a TIF Redevelopment Agreement (the "TIF RDA"), which will be approved pursuant to a separate ordinance (the "TIF Ordinance"), and the Applicant agrees to

negotiate the TIF RDA in good faith and with due diligence and to execute the TIF RDA in order to receive the FMID Funds. Among other conditions, the Applicant shall not be required to provide the FMID Units and accept FMID Funds if a lender providing construction financing does not approve the TIF RDA as a condition to providing such construction financing.

If, following the passage of this P.D., the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level, or chooses to decrease the number of dwelling units in the Project or pursue uses allowed by this P.D. other than residential, DOH may adjust the AHP as requested without amending this P.D., provided, however, the Applicant must update and resubmit the revised AHP to DOH for review and, at DOH's request, provide an informational presentation to the Plan Commission regarding such change. Prior to the issuance of any building permits for the Project, including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded with the Cook County Clerk and will constitute a lien against the Project in the P.D. If the IHA is executed before the Applicant and DOH complete negotiations regarding the FMID Units, the Applicant agrees to update and amend the IHA, and to record such amended IHA, as necessary to incorporate the FMID Units. The Commissioner of DOH may enforce remedies for any breach of this Statement 17, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Unit Matrix Plans; Existing Zoning Map; Existing Land-Use Map; Subarea Map; Site Plan -- Ground Floor Plan; Site Plan -- Landscape; Roof Plan; East and West Buildings Elevations; Detail at Crown; Detail at Facade; and Detail at Base printed on pages 12179 through 12197 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. 1528, As Amended.

Bulk Regulations And Data Table.

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Gross Site Area (sf)	**78,048**
Subarea A	40,037
Subarea B	38,011
Area in Public Rights-of-Way (sf)	**15,879**
Subarea A	7,016
Subarea B	8,863
Net Site Area (sf)	**62,169**
Subarea A	33,602
Subarea B	28,567
Maximum Number of Dwelling Units	**724**
Subarea A	383
Subarea B	341
Maximum Floor Area Ratio	**11.5**
Subarea A	11.5
Subarea B	11.5
Minimum Off-Street Parking Spaces	**300**
Subarea A	150
Subarea B	150
Bicycle Parking Spaces	**724**
Subarea A	383
Subarea B	341
Minimum Off-Street Loading Spaces	**4** (10'x25')
Subarea A	2
Subarea B	2
Maximum Building Height	**380'**
Subarea A	380'
Subarea B	360'
Minimum Setbacks	**In conformance plans**

An official website of the City of Chicago Here's how you know

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EFORMS ADMIN TOOL

ARO Intake Application

Submission ID: 870984

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirely online at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.
The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in Section 2-44-105 of the City's Municipal Code.
PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in Article 5.1.2 of the ARO Rules, and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for download here. The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.
If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.
The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.
Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *
400 N Elizabeth Property LLC

Applicant Contact Person *
Ted Weldon

Applicant Email *
tweldon@weldongrp.com

Applicant Phone *
(312) 656-8584

Applicant Address *
2525 North Elston

Attorney Name *
Katie Jahnke Dale

Attorney Email *
katie.dale@us.dlapiper.com

Development Information

Development Address:

From *
400

To
400

Direction *
N

Street Name *
ELIZABETH

Zip Code *
60642

Ward *
27

ARO Zone *
Downtown

Development Name *
400 North Elizabeth

If you are working with a Planner at the City, what is his/her/their name?
Max Lyon

Zoning Application Number (if applicable)
22318

Council Introduction Date *
12/13/2023

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *
Yes No

ARO Trigger *
Zoning Entitlement

Development Type *
Rental

Total Units *

724

Is your Project in a Transit Served Location? *

with 4.0 FAR (100% on-site requirement)

Estimated date marketing will begin *

12/25/2024

Estimated date of building permit (in-lieu fee, $5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

4/24/2024

ARO Requirements

ARO Option

- 20% at 60% average AMI
- 16% at 50% average AMI
- 13% at 40% AMI
- 10% at 30% AMI

ARO Option

- 20% at 100% AMI
- 16% at 80% AMI

ARO Option *

10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

- 10% AT A WEIGHTED AVERAGE OF 100% AMI
- 8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
145	36	72

Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
146	0	0

In-Lieu Amount Owed *	On-Site Units To CLIHTF or CHA *
$0.00	0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From	To	Direction	Street Name
		Select One	Select One

Zip Code	Ward	ARO Zone

Off-Site Type

Select One

Off-Site Admin Fee

$ 0.00

Forms

Unit Mix and Square Footage Spreadsheet *

ARO_20%_Affordable_Unit_Details_and_Sq_Ft_400 N Eliz E-W Towers v2.1.xlsx

Dimensioned Floor Plans with affordable units highlighted

400 N Elizabeth - ARO Floor Plans.pdf

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If ARO units are CLIHTF or CHA, attach signed acceptance letter
If off-site units are new construction, attach:

A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units
If off-site units are rehab, please attach the following documents:

A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units

C. A Physical Needs Assessment (PNA)

D. Surveys

E. Outstanding code violations

F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

A. Owner Sworn Statement

B. GC Sworn Statement

C. Bounday Survey

D. Draft permit application prior to submission to the Department of Buildings (DOB)

E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH

B. A copy of the front and back of each building permit for each property with all DOB signoffs

C. A copy of the Certificate of Occupancy for each property (if applicable)

D. Final GC and Owner Sworn Statements

E. All final waivers of lien or a title report showing no liens for each property

F. As built Survey (new construction)

G. Final Issued for Construction Permitted Construction Drawings

H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

DLA Piper LLP

Summary
Work Log

Submission Date: 03/11/2024 06:45:26 PM
Amended Date:
Admin Amended Date:
Admin Amended By:
Admin Amended Justification:

Options	Action
Show Notes	Accept
Email User	Deny
	Follow Up

Save

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Project Name	400 North Elizabeth St. - Phase I (East) Tower
Zoning Application number, if applicable	Amendment to PD 1528
Address	400 North Elizabeth St, 60642
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price?*	$4.51
Total Units in Project	383
Total Affordable units	77

Summary

	Market Rate			ARO			
unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordable v. market square footage**
studio	30	10%	471	8	10%	471	100%
one-bed	70	23%	616	17	22%	544	88%
two-bed	204	67%	951	52	68%	812	85%
three-bed	2	1%	2,388	0	0%	0	0%

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines.

Features and Amenities

	Market Rate Units	Affordable Units
Parking	Onsite	Onsite
Laundry	In-Unit - Electric	In-Unit - Electric
Appliances		
Refrigerator *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Dishwasher *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Stove/Oven *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Microwave *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Bathroom(s) *how many? Half bath? Full bath?*	Varie per Unit Type	Same as Market Rate Units
Kitchen countertops *material*	Quartz or Engineered Stone	Same as Market Rate Units
Flooring *material*	LVT or Engineered Wood	Same as Market Rate Units
HVAC	In-Unit Heat Pump	In-Unit Heat Pump
Other		

NOTE: DOH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the ARO Rules.

AMI Mix for ARO Units

Affordable Units - Phase I and Phase II Combined

Unit Type	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	Total Units	Average
Studio	-	3	5	4	-	4	16	58.13%
1 bed	-	7	10	4	1	11	33	59.70%
2 bed	-	14	35	13	3	32	97	60.41%
3 bed	-	-	-	-	-	-	-	0.00%
4 bed	-	-	-	-	-	-	-	0.00%
	-	24	50	21	4	47	146	**60.00%**

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Project Name	400 North Elizabeth St. - Phase II (West) Tower
Zoning Application number, if applicable	Amendment to PD 1528
Address	400 North Elizabeth St, 60642
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price?*	$4.51
Total Units in Project	341
Total Affordable units	69

Summary

	Market Rate			ARO			
unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordable v. market square footage*
studio	30	11%	471	8	12%	471	100%
one-bed	65	24%	613	16	23%	537	88%
two-bed	175	64%	949	45	65%	812	86%
three-bed	2	1%	2,388	0	0%	0	0%

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines

Features and Amenities

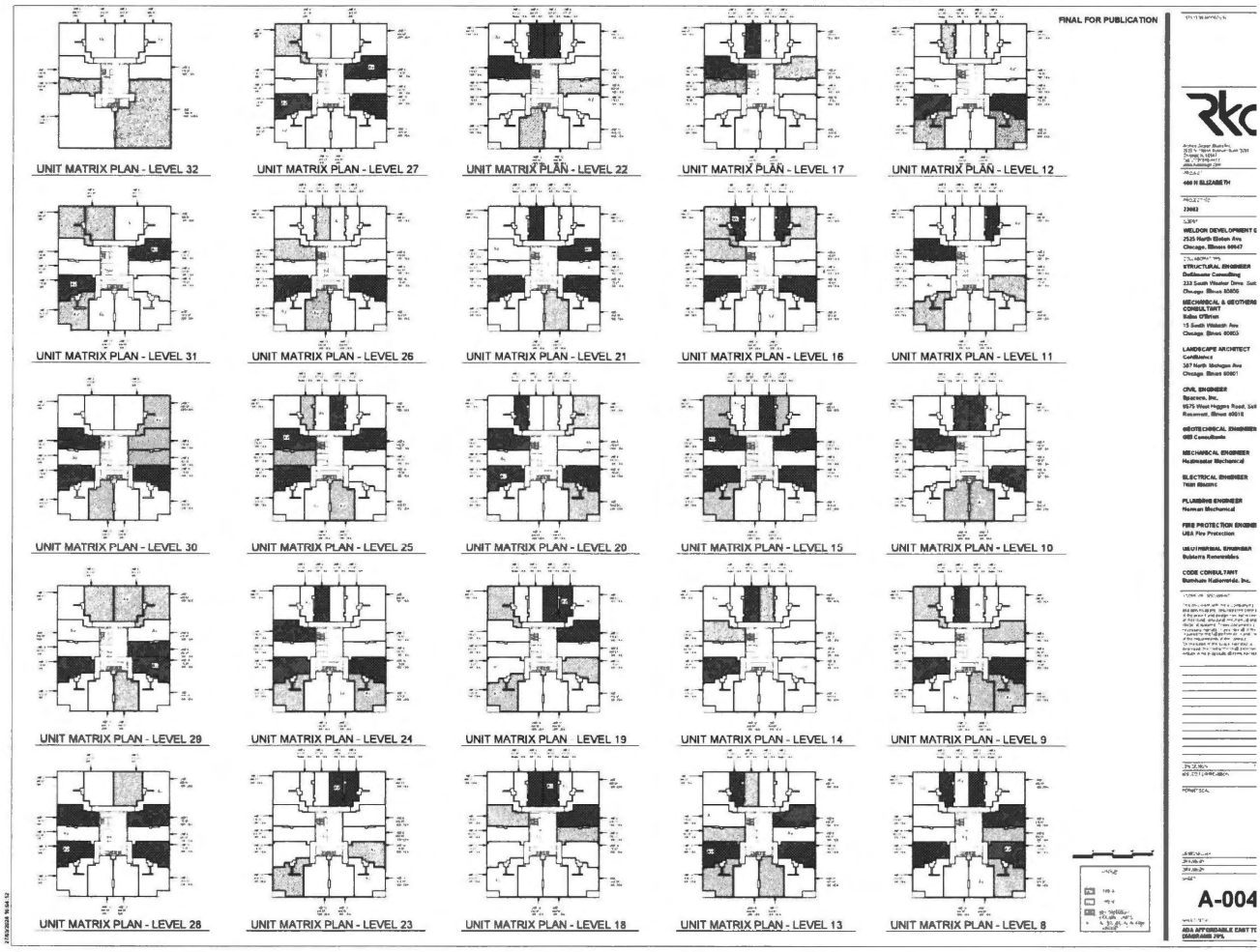
	Market Rate Units	Affordable Units
Parking	Onsite	Onsite
Laundry	In-Unit - Electric	In-Unit - Electric
Appliances		
Refrigerator *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Dishwasher *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Stove/Oven *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Microwave *age/EnergyStar/make/model/color*	New/EnergyStar/Make, Model, Color TBD	Same as Market Rate Units
Bathroom(s) *how many? Half bath? Full bath?*	Varie per Unit Type	Same as Market Rate Units
Kitchen countertops *material*	Quartz or Engineered Stone	Same as Market Rate Units
Flooring *material*	LVT or Engineered Wood	Same as Market Rate Units
HVAC	In-Unit Heat Pump	In-Unit Heat Pump
Other		

NOTE: DOH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the ARO Rules.

AMI Mix for ARO Units

Affordable Units - Phase I and Phase II Combined

Unit Type	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	Total Units	Average
Studio	-	3	5	4	-	4	16	58.13%
1 bed	-	7	10	4	1	11	33	59.70%
2 bed	-	14	35	13	3	32	97	60.41%
3 bed	-	-	-	-	-	-	-	0.00%
4 bed	-	-	-	-	-	-	-	0.00%
		24	50	21	4	47	146	**60.00%**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UNIT MATRIX PLAN - LEVEL 32
UNIT MATRIX PLAN - LEVEL 27
UNIT MATRIX PLAN - LEVEL 22
UNIT MATRIX PLAN - LEVEL 17
UNIT MATRIX PLAN - LEVEL 12
UNIT MATRIX PLAN - LEVEL 31
UNIT MATRIX PLAN - LEVEL 26
UNIT MATRIX PLAN - LEVEL 21
UNIT MATRIX PLAN - LEVEL 16
UNIT MATRIX PLAN - LEVEL 11
UNIT MATRIX PLAN - LEVEL 30
UNIT MATRIX PLAN - LEVEL 25
UNIT MATRIX PLAN - LEVEL 20
UNIT MATRIX PLAN - LEVEL 15
UNIT MATRIX PLAN - LEVEL 10
UNIT MATRIX PLAN - LEVEL 29
UNIT MATRIX PLAN - LEVEL 24
UNIT MATRIX PLAN - LEVEL 19
UNIT MATRIX PLAN - LEVEL 14
UNIT MATRIX PLAN - LEVEL 9
UNIT MATRIX PLAN - LEVEL 28
UNIT MATRIX PLAN - LEVEL 23
UNIT MATRIX PLAN - LEVEL 18
UNIT MATRIX PLAN - LEVEL 13
UNIT MATRIX PLAN - LEVEL 8
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UNIT MATRIX PLAN - LEVEL 27
UNIT MATRIX PLAN - LEVEL 22
UNIT MATRIX PLAN - LEVEL 17
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UNIT MATRIX PLAN - LEVEL 21
UNIT MATRIX PLAN - LEVEL 16
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UNIT MATRIX PLAN - LEVEL 9
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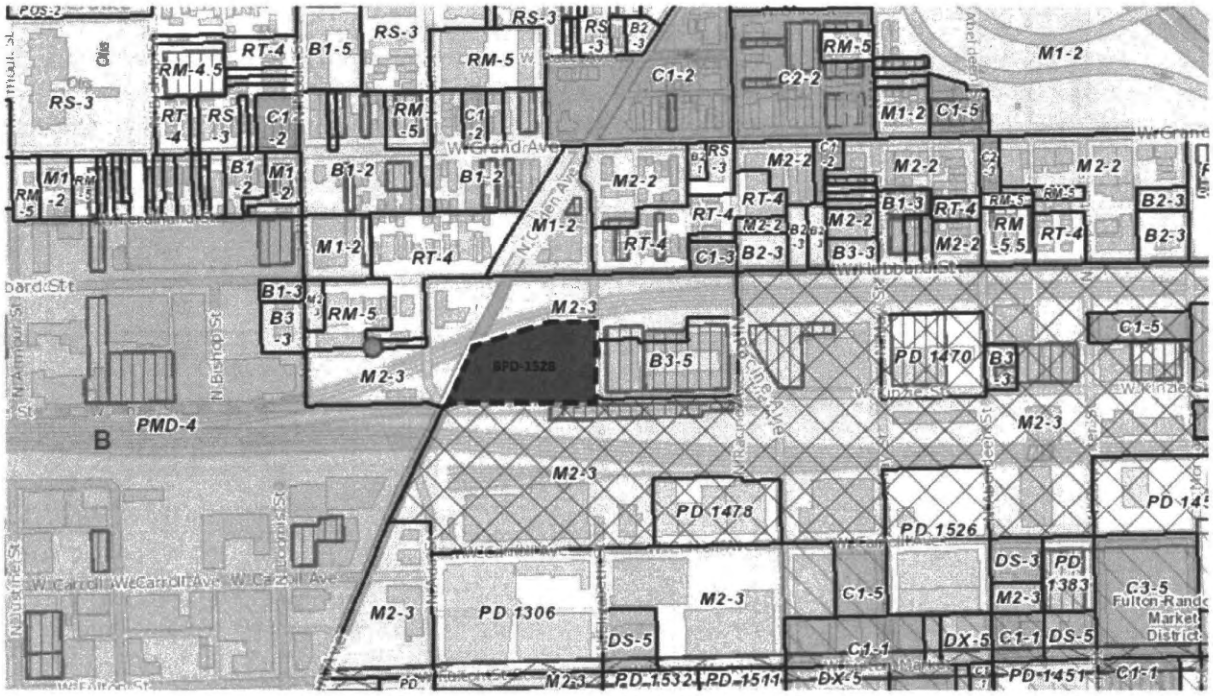
UNIT MATRIX PLAN - LEVEL 13
UNIT MATRIX PLAN - LEVEL 8
A-00

FINAL FOR PUBLICATION

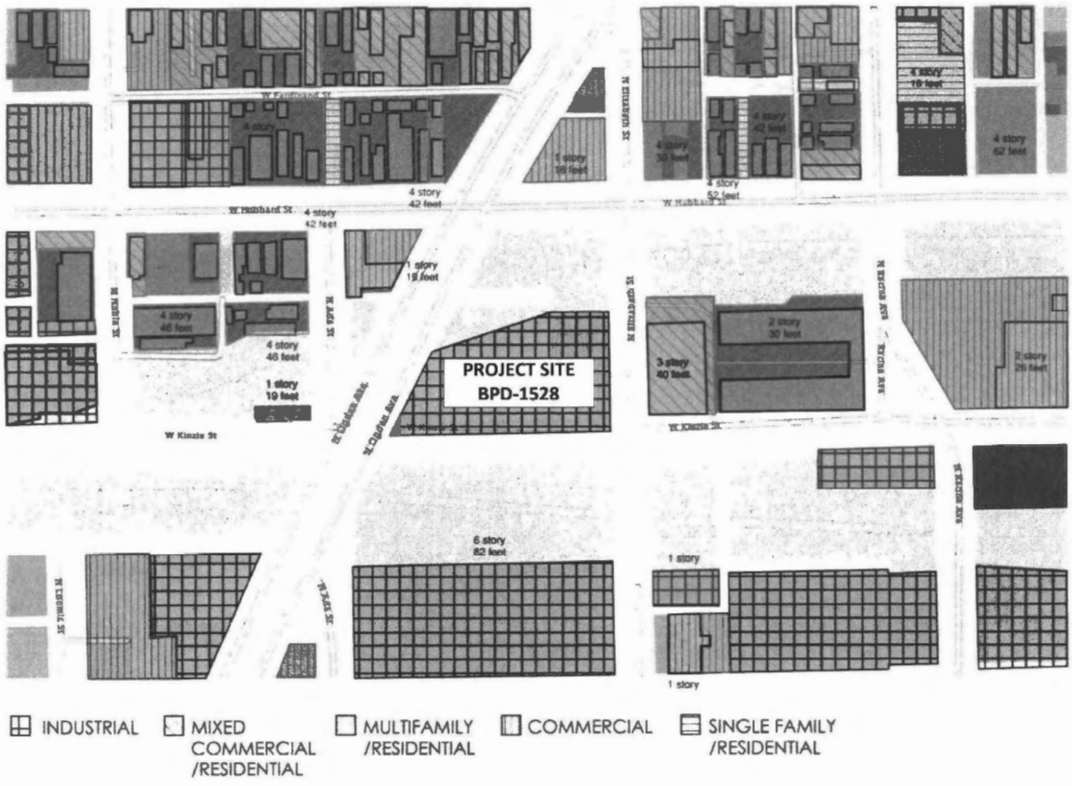


EXISTING ZONING MAP

Exhibit 01

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

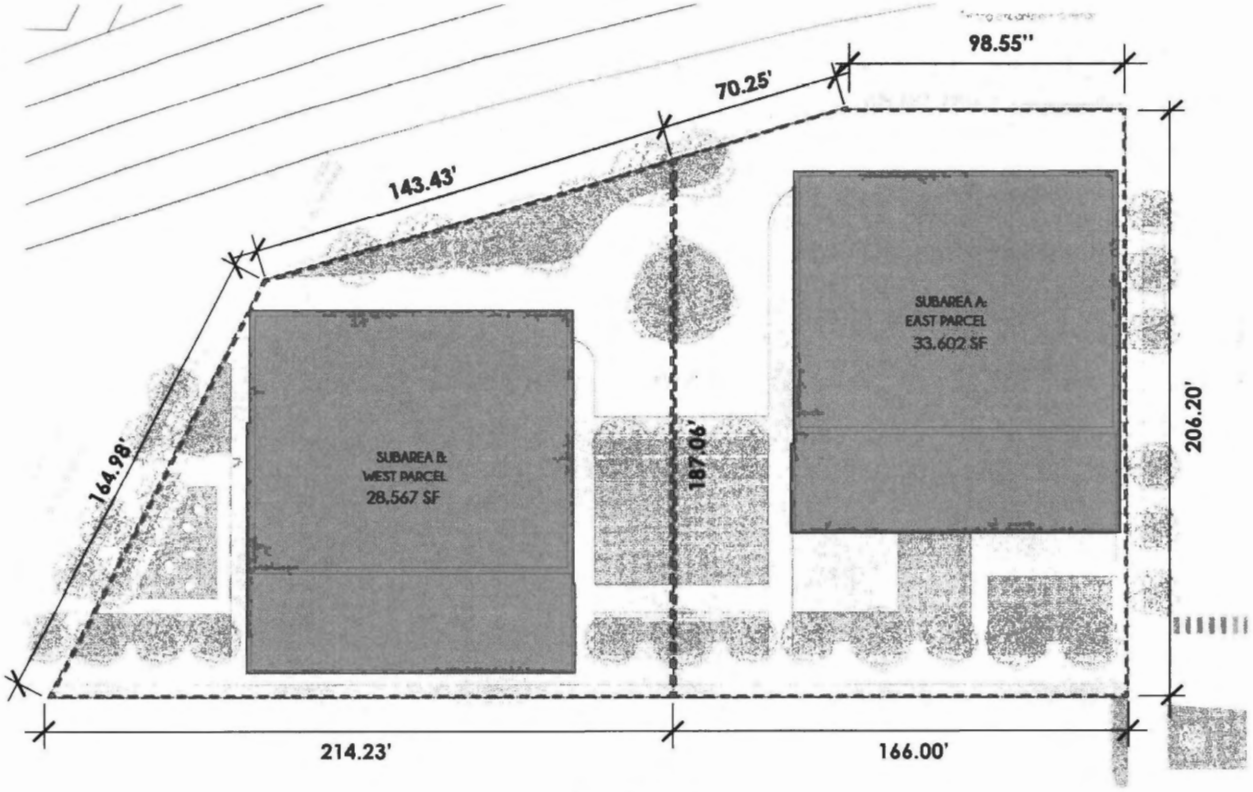


EXISTING LAND USE MAP

Exhibit 02

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

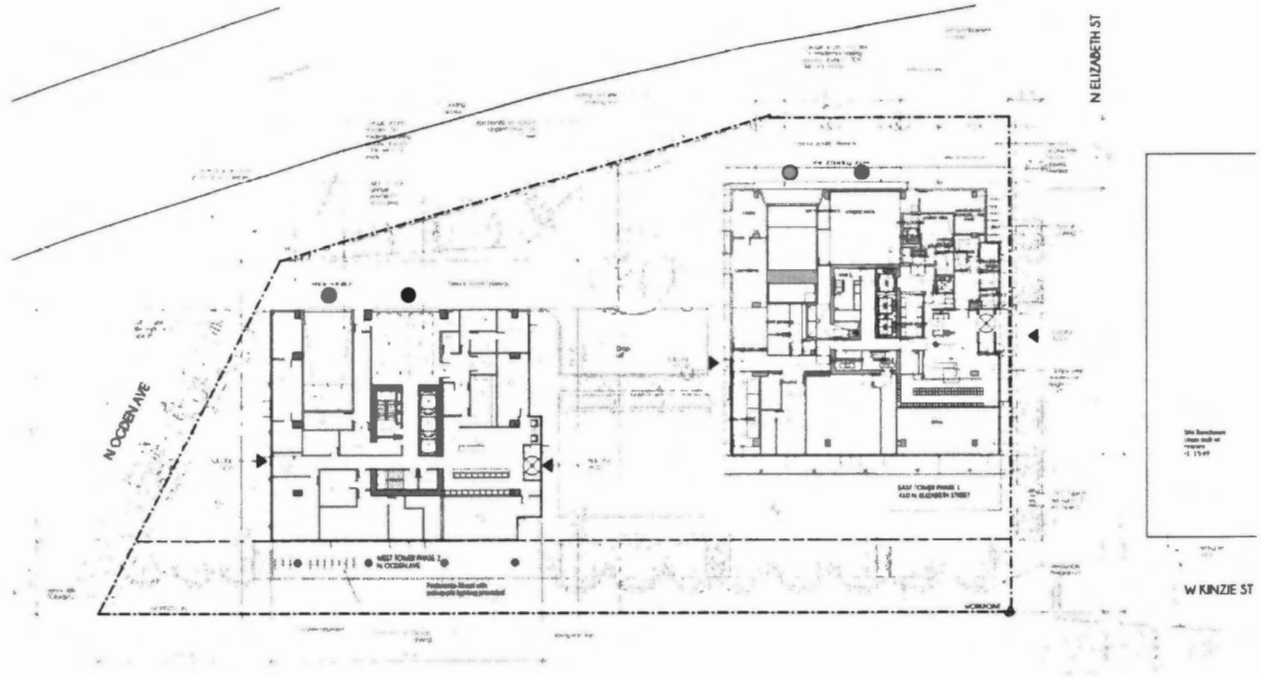


SUBAREA MAP

Exhibit 03

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION



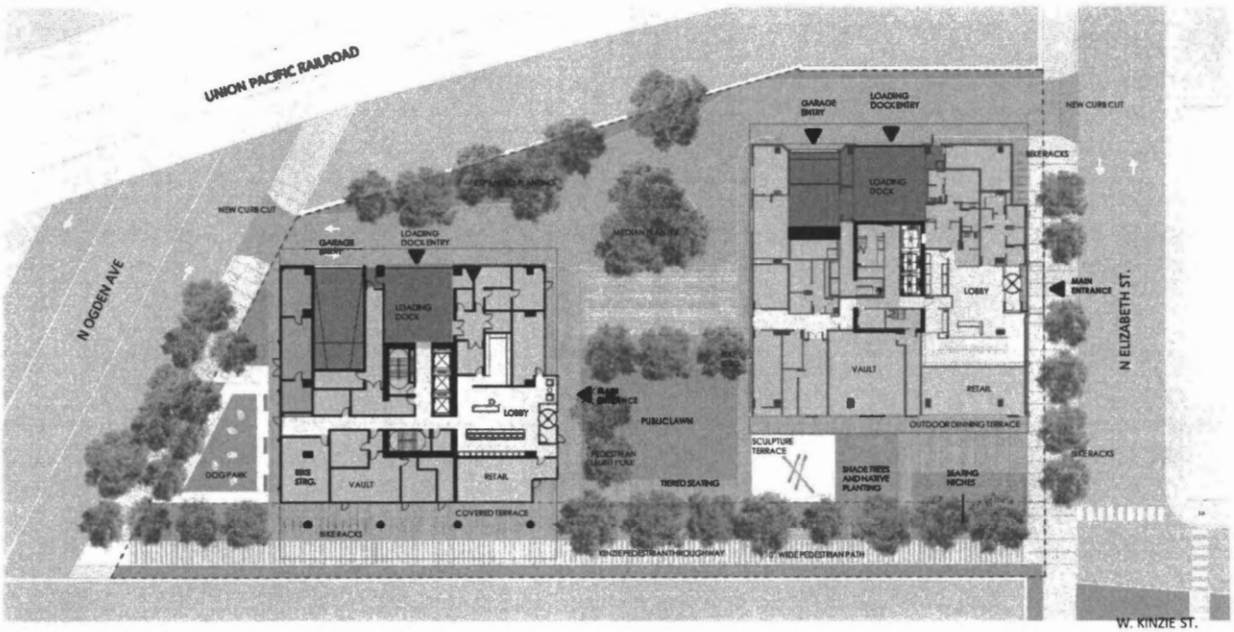
- GARAGE ACCESS
- LOADING DOCK
- MAIN RESIDENTIAL ACCESS

SITE PLAN - GROUND FLOOR PLAN

Exhibit 04

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION



Site Area: 62,169 sf
Built Area: 23,100 sf
Open Area: 39,069 sf

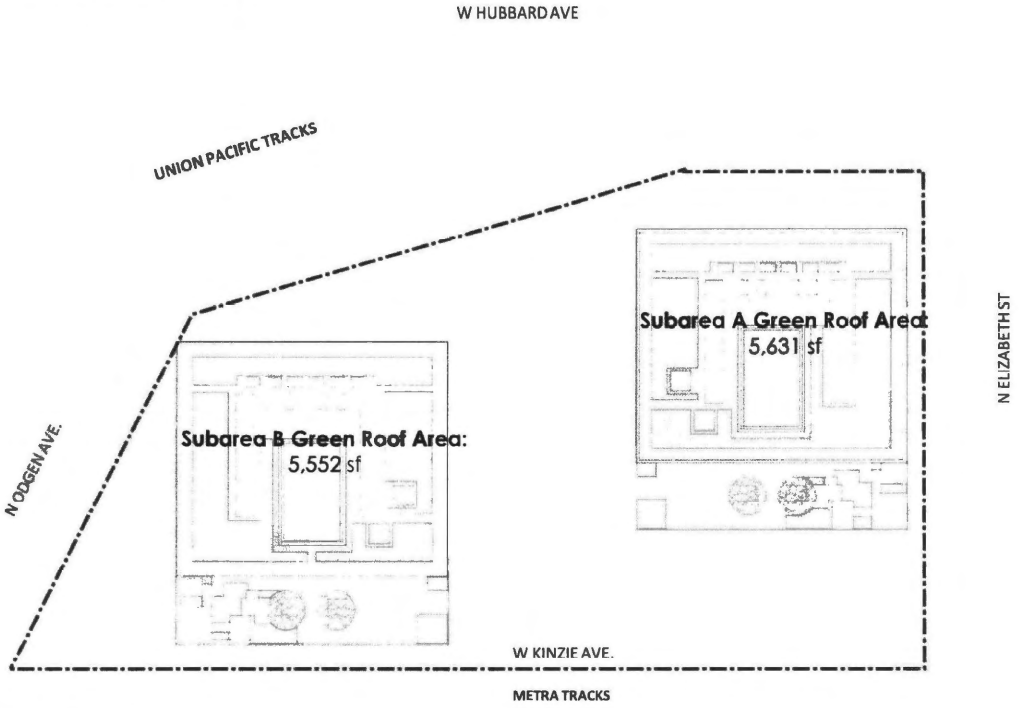
Public Areas: 28,557 sf
Kinzie Pedestrian Throughway Area: 11,173 sf
Dog Park: 2,060 sf
Public Lawn: 3,240 sf
Remaining Public Open Space: 12,084 sf

SITE PLAN – LANDSCAPE

Exhibit 05

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

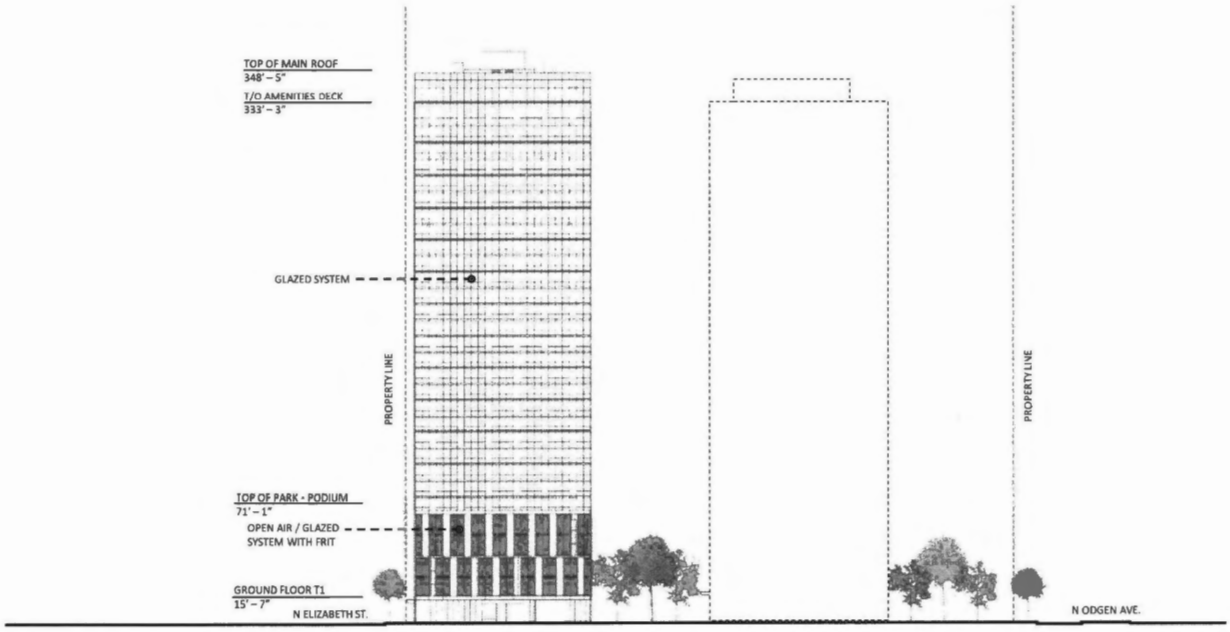


Total Green Roof Area: 11,183 sf
Subarea A Green Roof Area: 5,631 sf
Subarea B Green Roof Area: 5,552 sf

ROOF PLAN
Exhibit 06

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

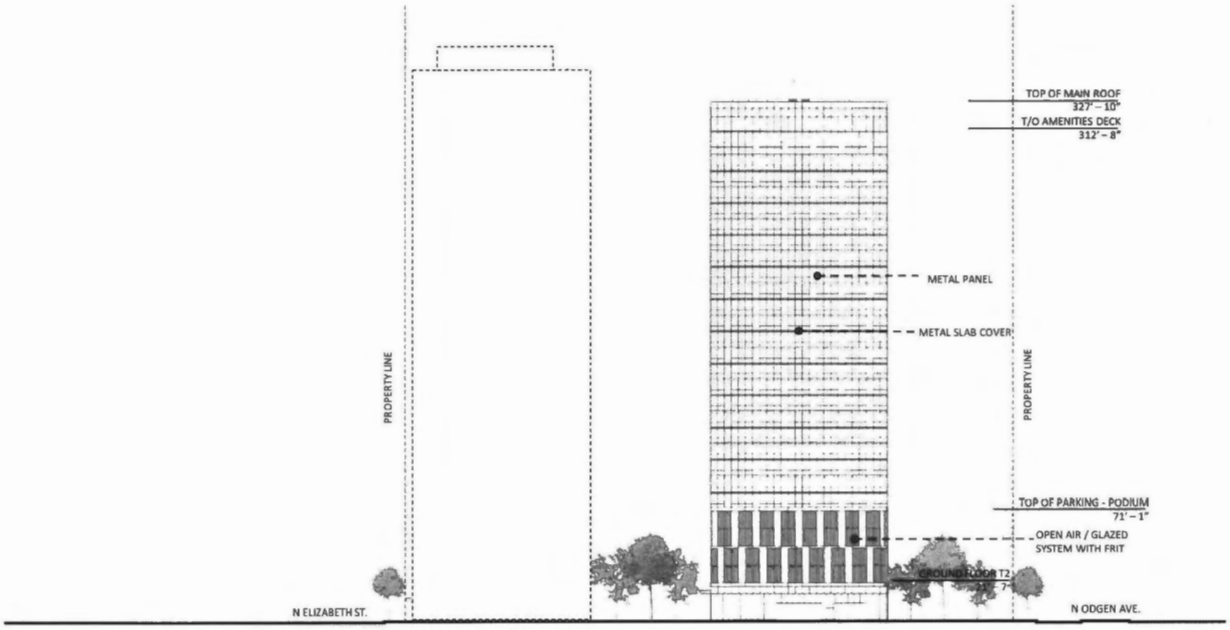


EAST BUILDING - NORTH ELEVATION

Exhibit 07

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

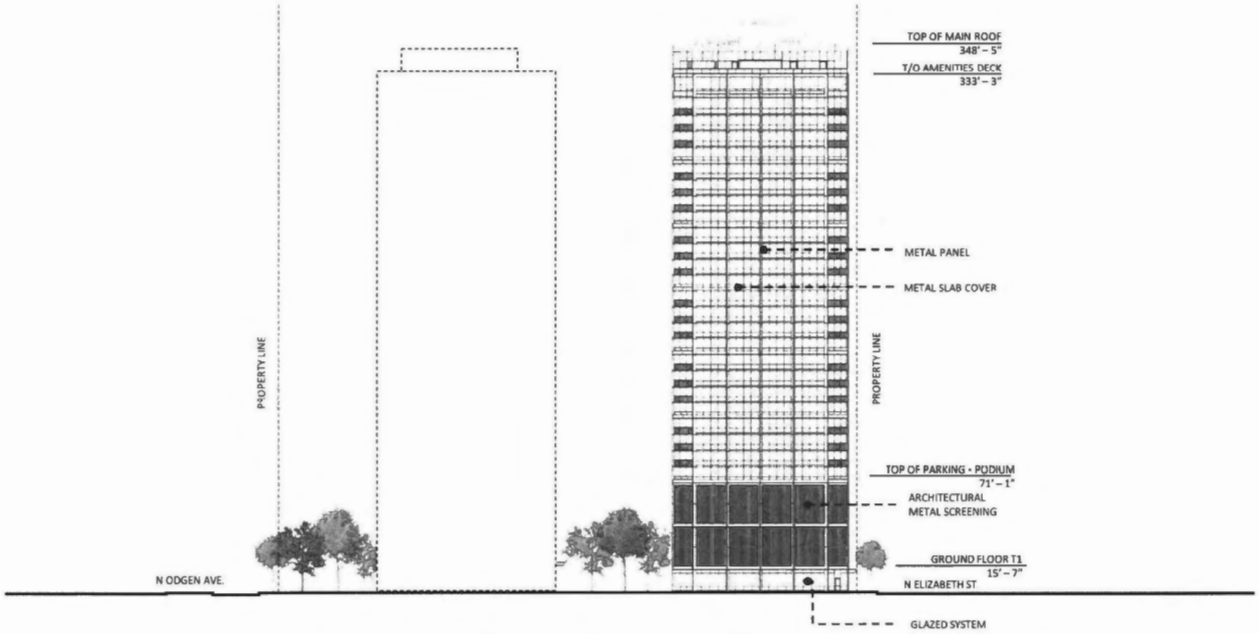


WEST BUILDING - NORTH ELEVATION

Exhibit 08

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

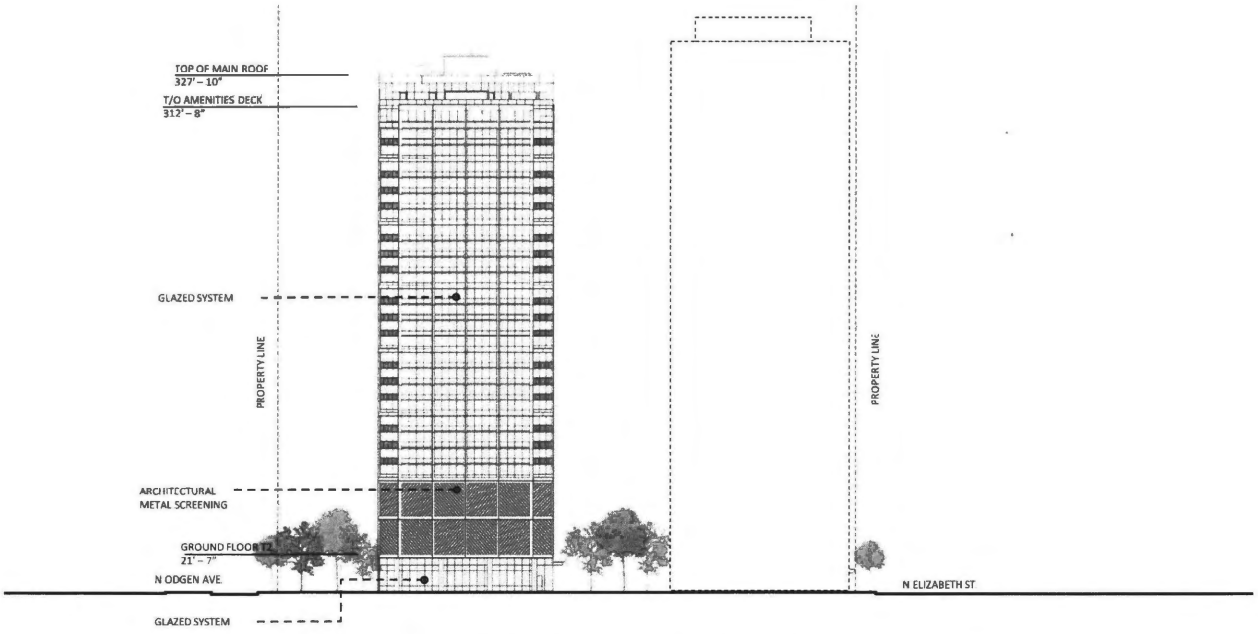


EAST BUILDING - SOUTH ELEVATION

Exhibit 09

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

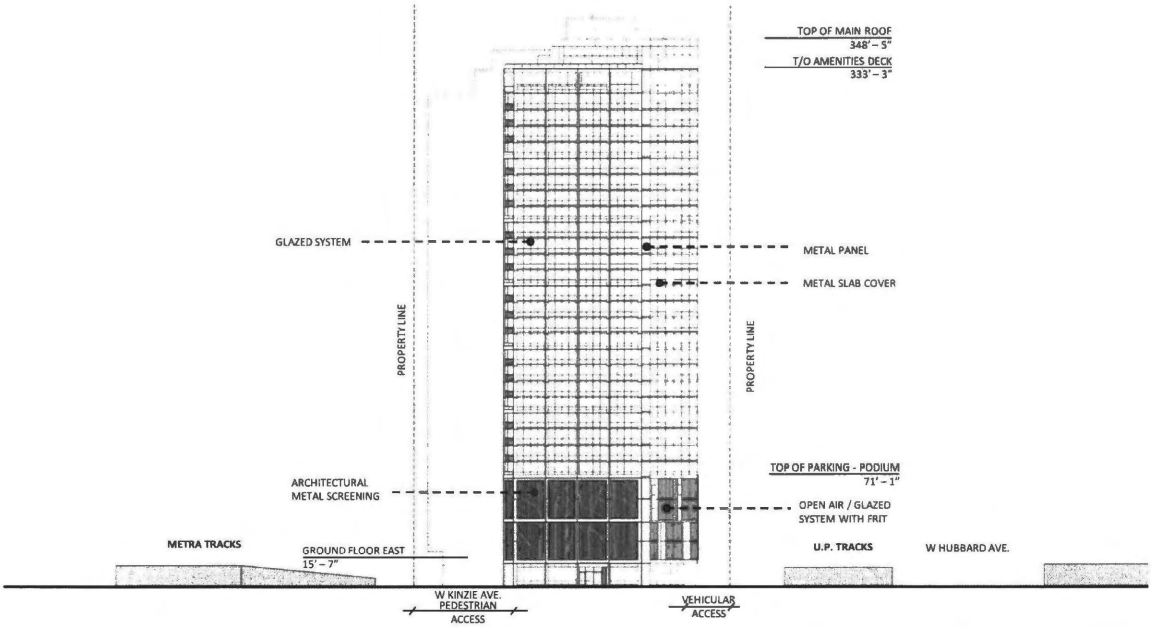


WEST BUILDING - SOUTH ELEVATION

Exhibit 10

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

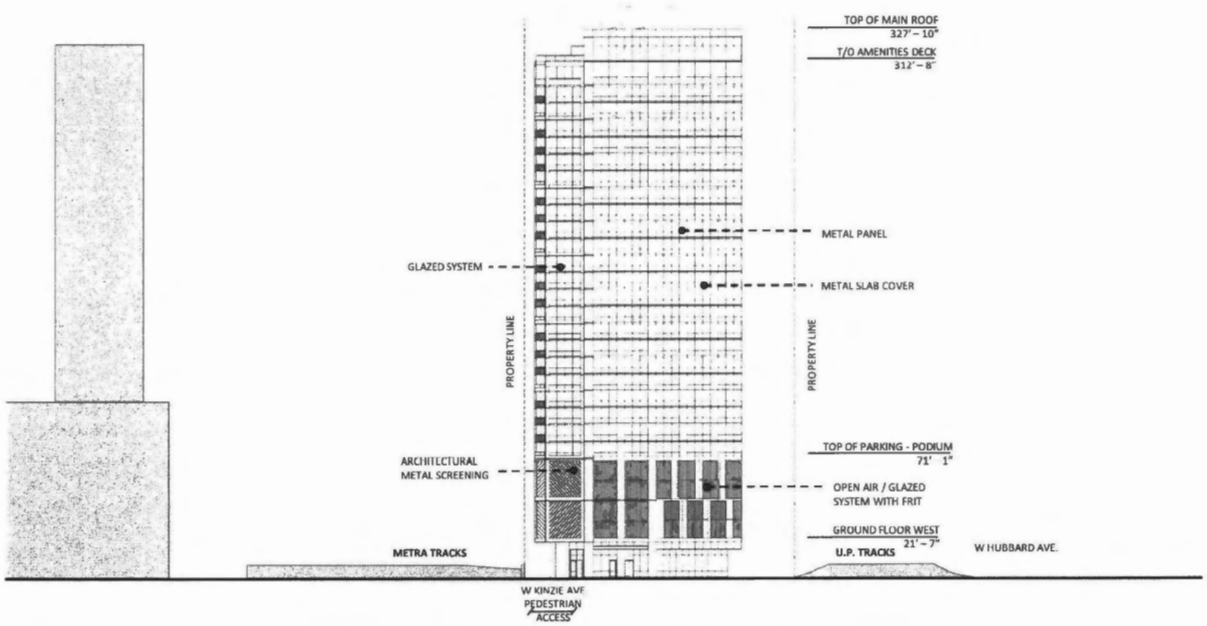


EAST BUILDING - EAST ELEVATION

Exhibit 11

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

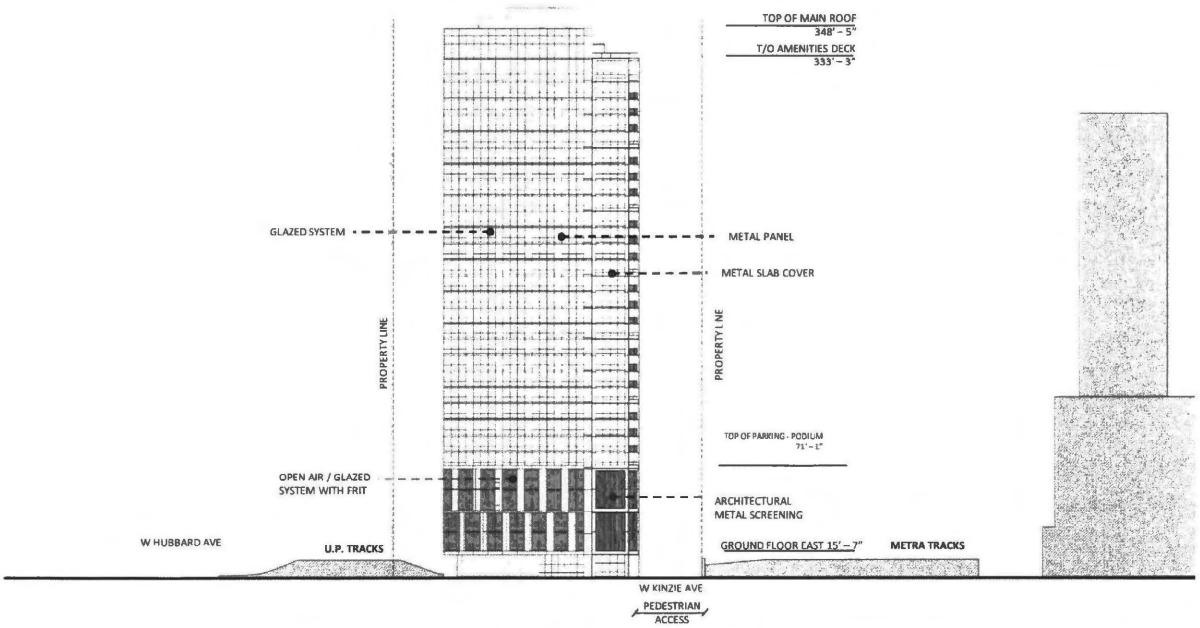


WEST BUILDING - EAST ELEVATION

Exhibit 12

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

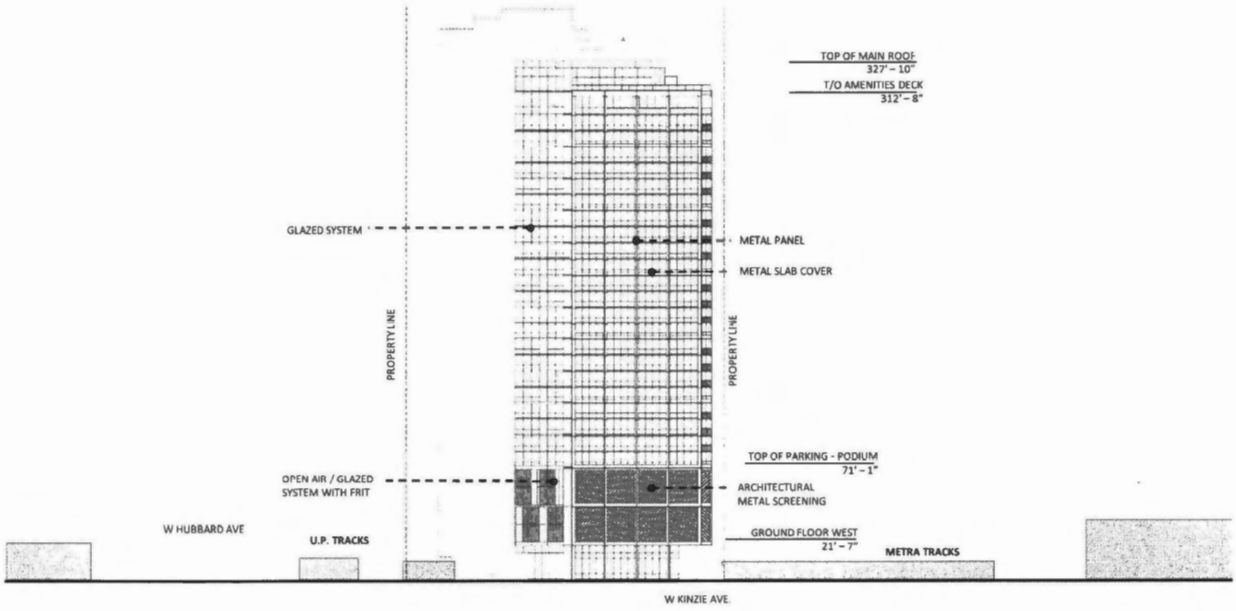


EAST BUILDING - WEST ELEVATION

Exhibit 13

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION

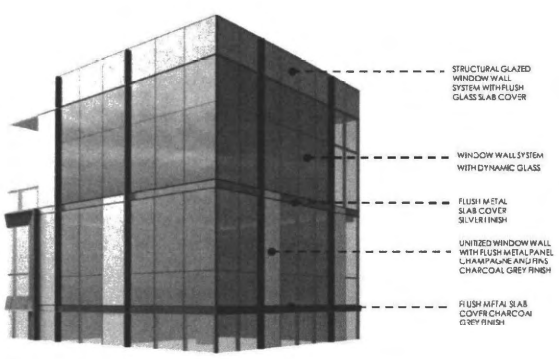


WEST BUILDING - WEST ELEVATION

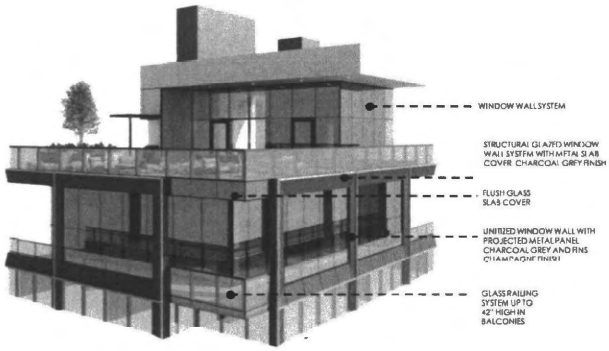
Exhibit 14

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION



NORTHEAST CORNER – EAST BUILDING



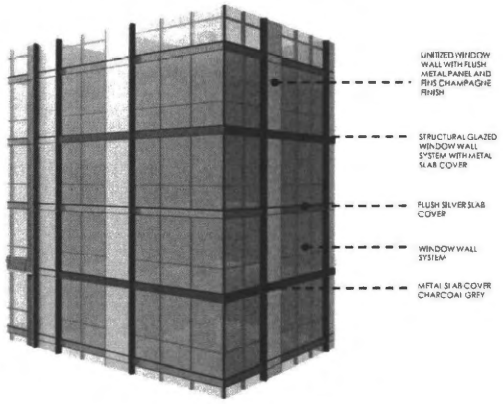
SOUTHEAST CORNER – EAST BUILDING

DETAIL AT CROWN

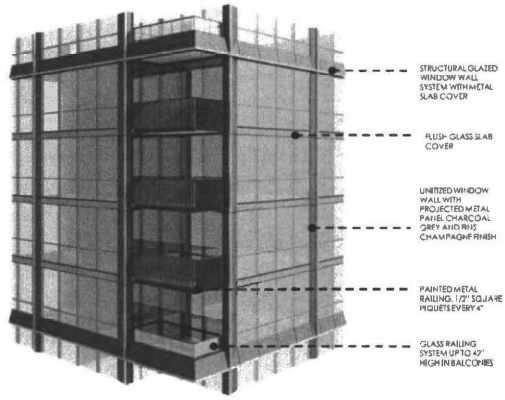
Exhibit 15

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION



NORTHEAST CORNER – EAST BUILDING



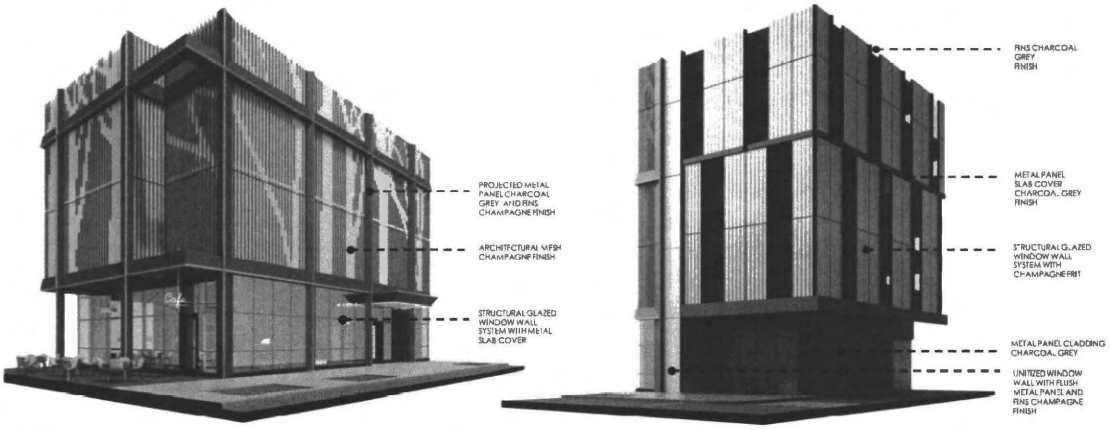
SOUTHEAST CORNER – EAST BUILDING

DETAIL AT FACADE

Exhibit 16

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

FINAL FOR PUBLICATION



SOUTHEAST CORNER – EAST BUILDING

NORTHEAST CORNER – EAST BUILDING

DETAIL AT BASE

Exhibit 17

APPLICANT: 400 N ELIZABETH LAND LLC
ADDRESS: 400 NORTH ELIZABETH ST. CHICAGO, IL 60642
INTRODUCED: 12/13/2023
PLAN COMMISSION: 05/16/2024

'Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22238T1)
(Common Address: 1153 W. Grand Ave.)

[SO2023-0002835]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M2-2 Light Industry District symbols as shown on Map Number 1-G in the area bounded by:

West Grand Avenue; a line 160 feet east of and parallel to North Racine Avenue; the public alley next south of and parallel to West Grand Avenue; and the public alley next east of and parallel to North Racine Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Plat of Survey; Proposed Basement, 1st, 2nd and 3rd Floor Plans; Building Section; Proposed Side Elevation; Conceptual Elevation; and Conceptual Rendering attached to this ordinance printed on pages 12200 through 12204 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Substitute Narrative and Plans for the
Type 1 Rezoning of 1153 W. Grand Avenue
from an M2-2 District to a B2-3 District

The subject property is currently improved with an old one-story, two-story front and three-story rear mixed-use building. The applicant needs a zoning change to meet the use, bulk and density standards to rehab the building to allow the existing building to be converted to a total of up to 6 dwelling units and ground floor commercial use to remain within the existing 2 story, front building. A partial 2nd floor addition is planned for the one-story portion of the building.

A. Proposed land use: Rezone from M2-2 to B2-3 District to rehab mixed-use building to allow the existing building to be converted to a total of up to 6 dwelling units and ground floor commercial use to remain within the existing 2 story, front building.

B. Project's floor area ratio (FAR) will be approximately 2.0.

C. Project's lot size is 3,750 and its density (lot area per dwelling unit) is no less than 625 SF per dwelling unit.

D. Amount of existing off-street parking is – none. One space is proposed. Must provide parking for the added dwelling units or seek TSL parking relief.

E. Setback existing:
Front: 0'
West: 0'
Rear: 0'
East: 0'

F. The proposed building height is +/- 35 feet.

The applicant will comply with section 17-3-0307 exceptions of the Chicago Air Quality Ordinance should such provisions be determined as applicable.

Pursuant to section 17-13-0303-D of the CZO, applicant hereby requests the following additional relief:

1. Pursuant to section 17-10-0102-B, applicant requests an administrative adjustment for a parking reduction in excess of 50%, specifically a reduction from 6 spaces to one space for this TSL location.
2. Pursuant to section 17-13-1003-I and section 17-13-1101-A and section 17-13-1101-B, applicant seeks a reduction of rear setback required by 17-3-0405-A from 30' to zero.

HORIZON SURVEY, LLC
P.O. BOX 438607
Chicago, Il 60643
Office: 312-972-7185
horizonsurveychicago@gmail.com

PLAT OF SURVEY

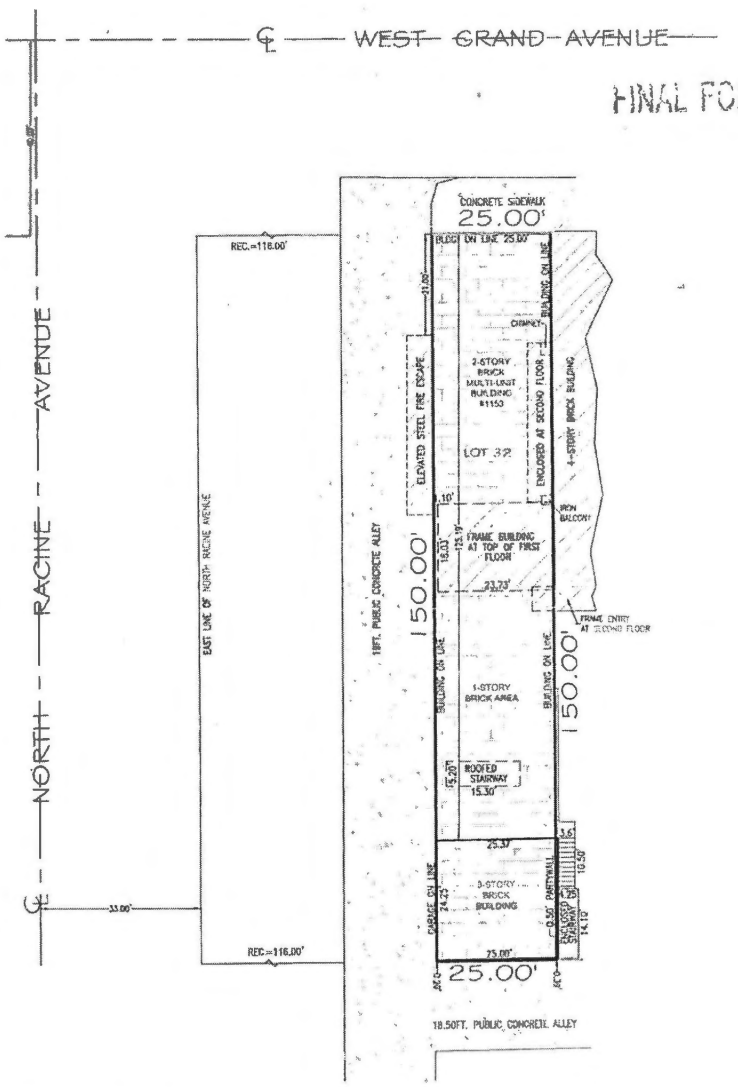
PLAT OF SURVEYS
ATLA/NSPS
CONDOMINIUMS
LAND DEVELOPMENT

LOT 32 IN SUBDIVISION OF BLOCKS 9, 10, 24 TO 27, 40 TO 42, AND THE SOUTHWEST PART OF 43 IN OGDEN'S ADDITION TO CHICAGO IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1153 W. GRAND AVE, CHICAGO, ILLINOIS.

NORTH

SCALE: 1"= 20'



FINAL FOR PUBLICATION

LAND DEVELOPMENT CONSULTANTS
CIVIL, MINING, ENVIRONMENTAL, FORENSIC
AND UTILITY ENGINEERING, LAND SURVEYING
REAL ESTATE AND CORPORATION AGENTS

COMPARE ALL POINTS BEFORE BUILDING, NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE.
CRITICAL FIELD MONUMENTATION SHOULD BE ESTABLISHED PRIOR TO THE COMMENCEMENT OF ANY AND ALL CONSTRUCTION.
PLEASE REFER TO DEED, TITLE POLICY AND/OR LOCAL ORDINANCES FOR BUILDING LINE RESTRICTIONS AND/OR EASEMENTS NOT SHOWN HEREON.
PLEASE CHECK LEGAL DESCRIPTION WITH DEED AND IMMEDIATELY REPORT ANY DISCREPANCY TO THE SURVEYOR FOR EXPLANATION AND/OR CORRECTION.
ALL DIMENSIONS AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

JOB # 1153WGRANDAVE

DATE OF COMPLETION IN THE FIELD: JULY 3, 2023

PREPARED FOR: 1153 PROPERTY LLC

P.I.N # 17-08-246-008-0000 COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1153 W. GRAND AVE., CHICAGO, ILLINOIS

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

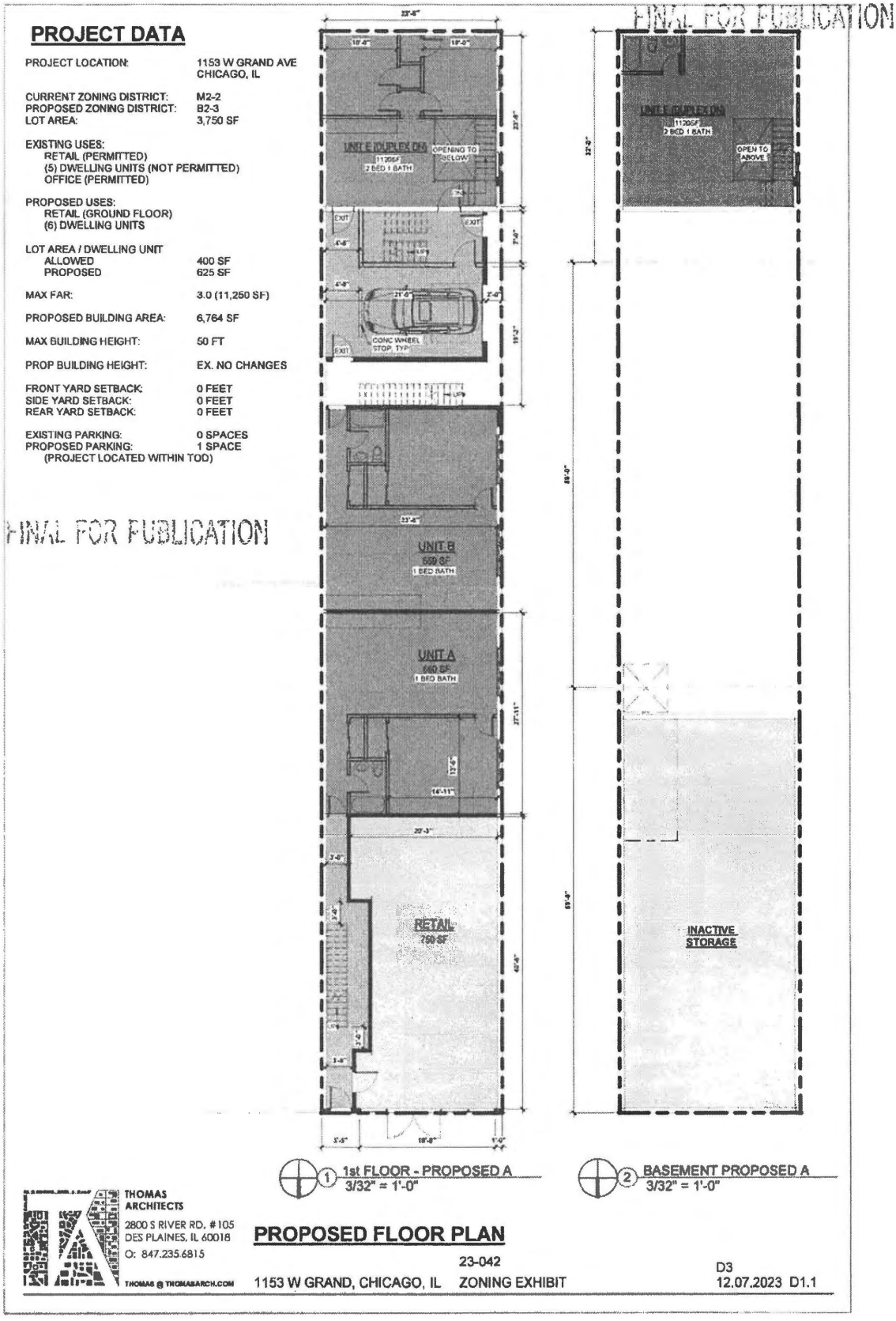
1"=20'
SCALE

This is to certify that HORIZON SURVEY, LLC., by it's managing agent George E. Stourton, P.L.S., Professional Land Surveyor #2058, whose licensure expires November 30, 2024, hereby certifies that the property described on this plat has been surveyed and that the results of the survey are shown on this plat. Dimensions are in U.S. Standard Feet and Decimals thereof, sexigisimal bearings based as assumed north. This Professional Service conforms to the current Illinois minimum standards for a boundary survey.

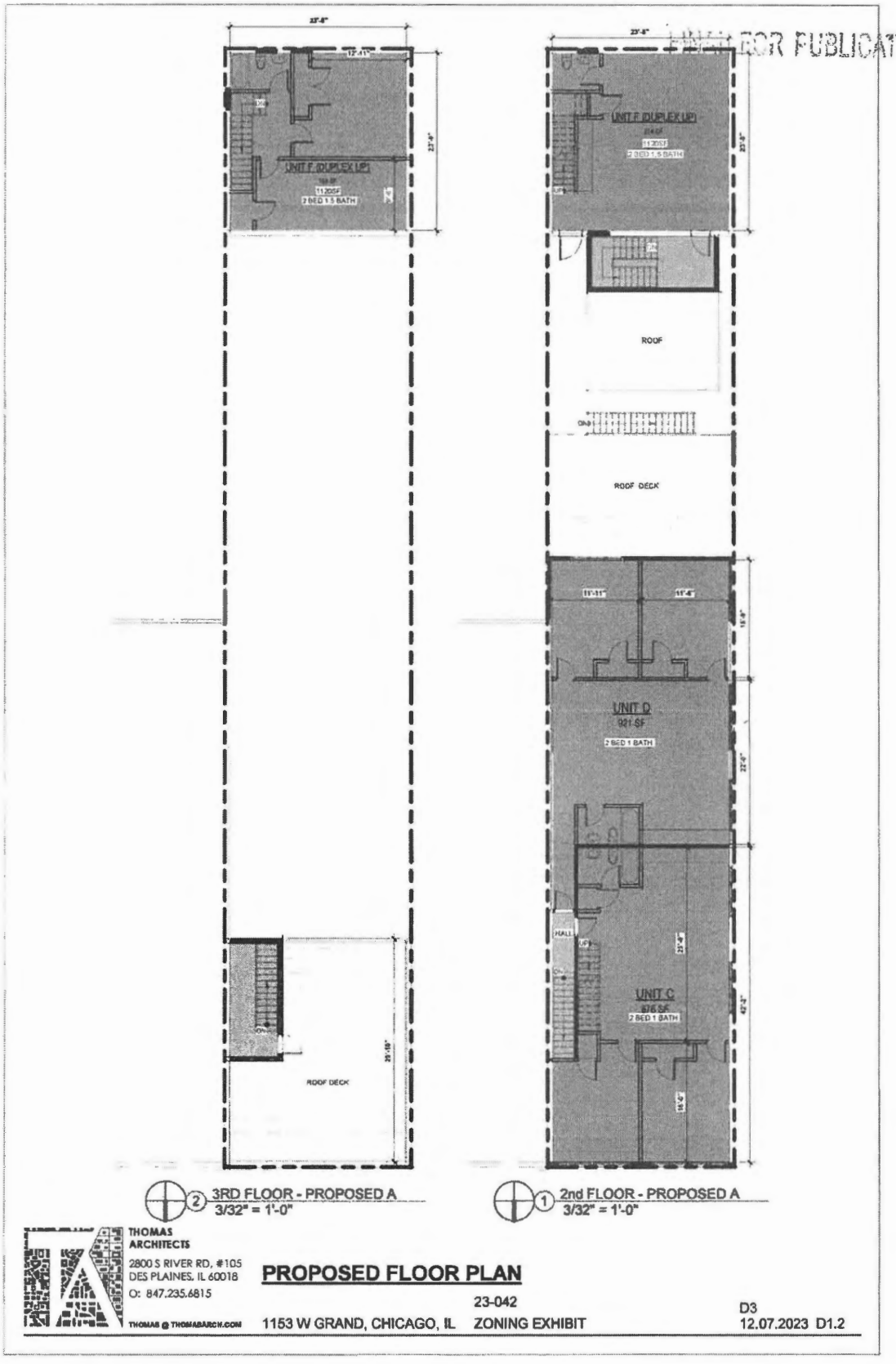
DATED THIS 3RD DAY OF JULY, 2023

PROFESSIONAL LAND SURVEYOR
GEORGE E. STOURTON
CHICAGO ILLINOIS
STATE OF ILLINOIS

GEORGE E. STOURTON PLS No. 2058
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024


PROJECT DATA
PROJECT LOCATION: 1153 W GRAND AVE CHICAGO, IL
CURRENT ZONING DISTRICT: M2-2
PROPOSED ZONING DISTRICT: B2-3
LOT AREA: 3,750 SF
EXISTING USES:
RETAIL (PERMITTED)
(5) DWELLING UNITS (NOT PERMITTED)
OFFICE (PERMITTED)
PROPOSED USES:
RETAIL (GROUND FLOOR)
(6) DWELLING UNITS
LOT AREA / DWELLING UNIT
ALLOWED 400 SF
PROPOSED 625 SF
MAX FAR: 3.0 (11,250 SF)
PROPOSED BUILDING AREA: 6,764 SF
MAX BUILDING HEIGHT: 50 FT
PROP BUILDING HEIGHT: EX. NO CHANGES
FRONT YARD SETBACK: 0 FEET
SIDE YARD SETBACK: 0 FEET
REAR YARD SETBACK: 0 FEET
EXISTING PARKING: 0 SPACES
PROPOSED PARKING: 1 SPACE
(PROJECT LOCATED WITHIN TOD)
FINAL FOR PUBLICATION
UNIT E DUPLEX DN
OPENING TO BELOW
2 BED 1 BATH
UNIT B
559 SF
1 BED BATH
UNIT A
560 SF
1 BED BATH
RETAIL
750 SF
CONC WHEEL STOP, TYP.
INACTIVE STORAGE
OPEN TO ABOVE
1 1st FLOOR - PROPOSED A
3/32" = 1'-0"
2 BASEMENT PROPOSED A
3/32" = 1'-0"
THOMAS ARCHITECTS
2800 S RIVER RD, #105
DES PLAINES, IL 60018
O: 847.235.6815
THOMAS @ THOMASARCH.COM
PROPOSED FLOOR PLAN
23-042
1153 W GRAND, CHICAGO, IL ZONING EXHIBIT
D3
12.07.2023 D1.1

NOT FOR PUBLICATION



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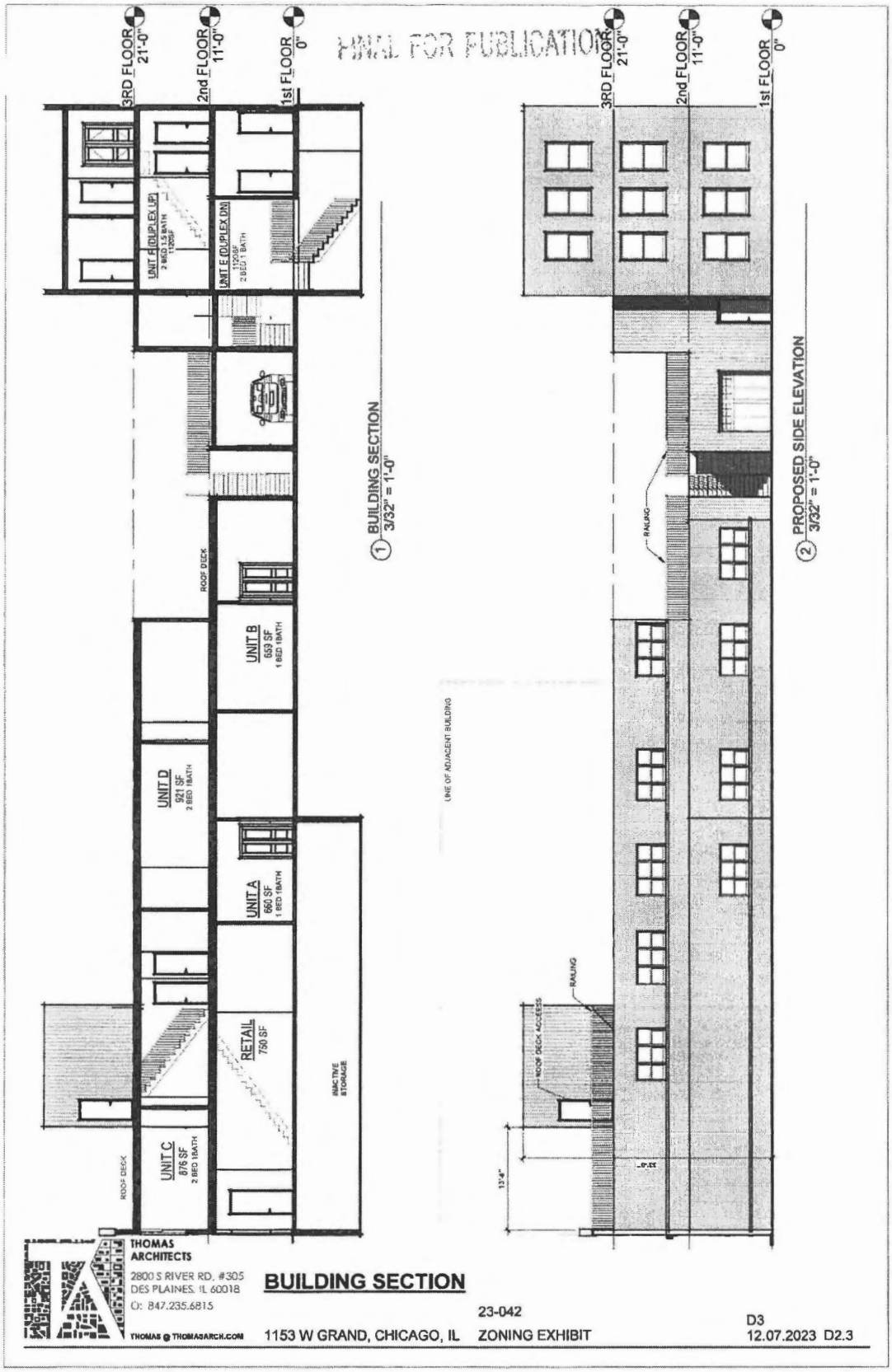
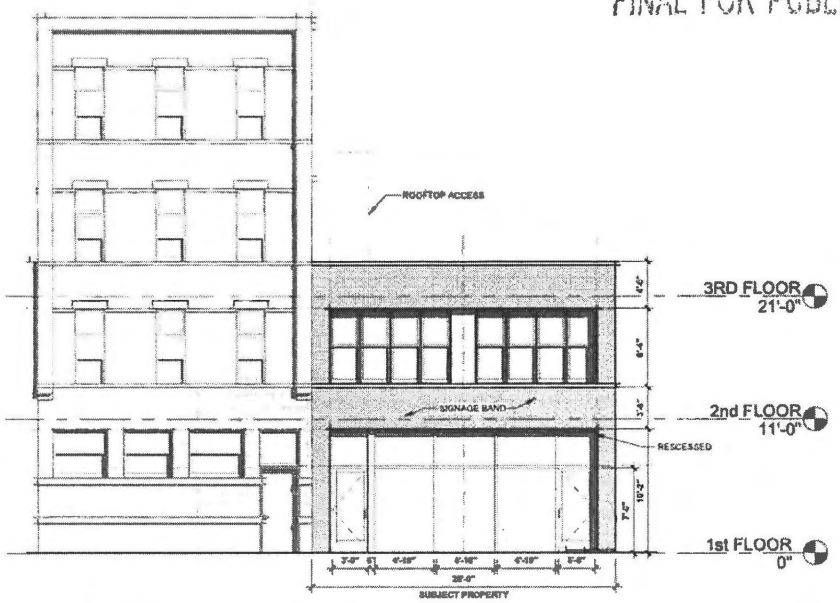
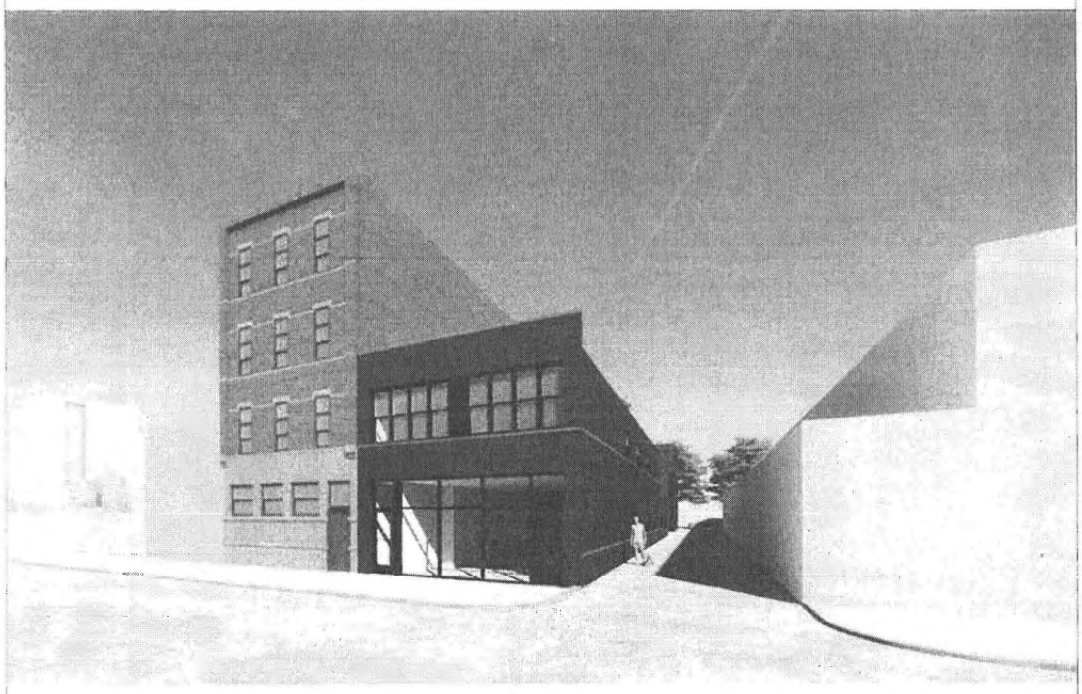


FINAL FOR PUBLICATION



① CONCEPTUAL ELEVATION
1/8" = 1'-0"



CONCEPTUAL RENDERING

THOMAS ARCHITECTS
2800 S RIVER RD, #105
DES PLAINES, IL 60018
O: 847.235.6815
THOMAS@THOMASARCH.COM

ELEVATION

1153 W GRAND, CHICAGO, IL

23-042
ZONING EXHIBIT

D3
12.07.2023 D2.2

Reclassification of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22378)
(Common Address: 1030 -- 1042 W. Huron St., 700 -- 716 N. Carpenter St., 701 -- 717 N. Aberdeen St. And 728 -- 738 N. Milwaukee Ave.)
[SO2024-0008416]

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 Residential Business Planned Development Number 1396 District symbols and indications as shown on Map Number 1-G in the area bounded by:

North Milwaukee Avenue; North Carpenter Street; West Huron Street; North Aberdeen Street; and a northeasterly line 120 feet long starting at a point 46 feet northwest of the east line of North Aberdeen Street (as measured along the northeast line of North Aberdeen Street) and ending at a point 100 feet northwest of the west line of North Carpenter Street (as measured along the southwest line of North Milwaukee Avenue),

to those of Residential-Business Planned Development Number 1396, as amended.

SECTION 2. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1396, As Amended.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1396, as amended ("Planned Development"), consists of approximately 28,344 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, 730 N Milwaukee LLC.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400

of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans.

   Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

4. This plan of development consists of 17 Statements; a Bulk Regulations Table; an Existing Land-Use Map; an existing Zoning Map; a Planned Development Boundary and Property Line Map; a Site/Ground Floor Plan; a Landscape/Green Roof Plan; and Building Elevations prepared by Tandem Development and dated April 18, 2024, and the Affordable Housing Profile form, submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Residential-Business Planned Development: multi-unit residential dwelling units, office, eating and drinking establishments (excluding drive through facilities), liquor store (packaged goods), liquor sales (as accessory use), artist work or sales space, dry cleaning drop-off or pickup (no on-premises plant), medical service, children's play center, financial services (excluding pawn shops, pay day loan stores, and drive through facilities), vacation rental, food and beverage retail sales, personal service, general retail sales, accessory uses, and accessory parking. A daycare use

may be permitted subject to site plan approval by the Department of Planning and Development and the Department of Transportation.

The Applicant may lease to members of the public on an hourly, daily, weekly or monthly basis up to twenty-five percent (25%) of the minimum required residential parking spaces.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the 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 site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a net site area of 28,327 square feet and a base FAR of 5.0. The Applicant acknowledges that the project has received a bonus FAR of 2.5, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 7.5. In exchange for the bonus FAR, the Applicant has made a corresponding payment, pursuant to Sections 17.4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

It is currently anticipated that the 10 percent to the Local Impact Fund shall be utilized for the future development of a Chicago Park District open space located at the southwest corner of North Milwaukee Avenue and West Erie Street. Any modification of the allocation of the Local Impact Fund shall be subject to Section 17-4-1005-G but in no event shall such modification cause a delay in the issuance of Part II approval, building permit or certificate of occupancy for the Planned Development.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. 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. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

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 13-32-125 of the Municipal Code, or any other provision of that code.

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.

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 approval of Planned Development Number 1396 ("P.D. 1396") on January 17, 2018, triggered the requirements of Sections 2-44-080 of the Municipal Code of Chicago (the "2015 ARO") and 2-44-090 (the "Near North/ Near West ARO Pilot Area Ordinance"). Pursuant to the 2015 ARO and the Near North/Near West Pilot Area Ordinance, the Applicant provided 39 affordable units in the new 196-unit building in P.D. 1396. The Applicant acknowledges and agrees that the further rezoning of the Property from P.D. 1396 to P.D. 1396, as amended

(the "P.D."), to construct an additional 32 dwelling units (the "Project") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code (the "2021 ARO" or the "ARO").

The P.D. is located in a "downtown district" within the meaning of the 2021 ARO. Developers of rental projects in downtown districts with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 6.4 affordable units (20 percent of 32) and half of those affordable units are Required Units. Pursuant to subsection (T) of the ARO, the Applicant must either pay a fractional in lieu fee or provide an additional affordable unit on-site or off-site to satisfy the fractional obligation. The Applicant has agreed to satisfy its affordable housing obligation by providing six (6) affordable units in the Project and making a payment to the Affordable Housing Opportunity Fund in the amount of $86,992.80 (.4 x 217,482) in lieu of the establishment of an additional affordable unit, as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that: (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI; (y) at least one-third (or 2 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 1 of the 2 units) must be affordable to households at or below 40 percent of the AMI; and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D. amendment, DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided, however, the Applicant must update and resubmit the revised AHP to DOH for review

and approval and, at DOH's request, provide an informational presentation to the Plan Commission on such change. Prior to the issuance of any building permits for the Project, including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D., and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 15, including any breach of the IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The city encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderperson 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 forgoing, 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.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to Residential-Business Planned Development Number 1396 dated January 17, 2018.

[Proposed Lower Level, First Floor, Second Floor and Third Floor Plans; Boundary and Property Line Map; Existing Land-Use Plan; Existing Zoning Map; Site/Ground Floor Plan; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 12216 through 12228 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. 1396, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	48,392 square feet
Area In Public Right-Of-Way:	20,048 square feet
Net Site Area:	28,344 square feet
Maximum FAR:	7.5
Maximum Dwelling Units:	228
Total Minimum Accessory Parking Spaces:	81
Minimum Bicycle Parking:	198 bike spaces
Off-Street Loading Berths:	1
Building Height:	250.0 feet 271.0 feet (to top of mechanical equipment)

An official website of the City of Chicago Here's how you know

EFORMS ADMIN TOOL

ARO Intake Application

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Submission ID: 870333

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirely online at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.
The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in Section 2-44-105 of the City's Municipal Code.
PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in Article 5.1.2 of the ARO Rules, and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for download here. The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.
If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.
The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.
Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *: 740 N Milwaukee LLC
Applicant Contact Person *: Chris Walsh
Applicant Email *: chris@tandeminc.net
Applicant Phone *: (312) 255-1153
Applicant Address *: 1040 W. Huron St. Suite 300, Chicago, IL
Attorney Name *: Talar Berberian
Attorney Email *: tberberian@thompsoncoburn.com

Development Information

Development Address:

From *: 1030
To: 1042
Direction *: W
Street Name *: HURON
Zip Code *: 60642
Ward *: 27
ARO Zone *: Downtown
Development Name *: 730 N Milwaukee
If you are working with a Planner at the City, what is his/her/their name?: Emily Thrun
Zoning Application Number (if applicable): 22378
Council Introduction Date *: 3/20/2024

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *
Yes No

ARO Trigger *: Zoning Entitlement
Development Type *: Rental

Total Units *

32

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Is your Project in a Transit Served Location? *

Not TSL – or FAR doesn't exceed 3.5.

Estimated date marketing will begin *

3/1/2025

Estimated date of building permit (in-lieu fee, $5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

9/2/2024

ARO Requirements

ARO Option

20% at 60% average AMI
16% at 50% average AMI
13% at 40% AMI
10% at 30% AMI

ARO Option

20% at 100% AMI
16% at 80% AMI

ARO Option *

10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

10% AT A WEIGHTED AVERAGE OF 100% AMI
8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
6.4	2	3

Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
6	0	0.4

In-Lieu Amount Owed *	On-Site Units To CLIHTF or CHA *
$86,992.80	0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From	To	Direction	Street Name
		Select One	Select One

Zip Code	Ward	ARO Zone

Off-Site Type

Select One

Off-Site Admin Fee

$ 0.00

Forms

Unit Mix and Square Footage Spreadsheet *

Affordable-Requirements-Unit-Details.xlsx

Dimensioned Floor Plans with affordable units highlighted

If ARO units are CLIHTF or CHA, attach signed acceptance letter

If off-site units are new construction, attach:

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A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units

If off-site units are rehab, please attach the following documents:

A. Schematic and design development drawings for on-site units

B. Schematic and design development drawings for off-site units

C. A Physical Needs Assessment (PNA)

D. Surveys

E. Outstanding code violations

F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

A. Owner Sworn Statement

B. GC Sworn Statement

C. Bounday Survey

D. Draft permit application prior to submission to the Department of Buildings (DOB)

E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH

B. A copy of the front and back of each building permit for each property with all DOB signoffs

C. A copy of the Certificate of Occupancy for each property (if applicable)

D. Final GC and Owner Sworn Statements

E. All final waivers of lien or a title report showing no liens for each property

F. As built Survey (new construction)

G. Final Issued for Construction Permitted Construction Drawings

H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Talar A Berberian

Summary

Work Log

Submission Date: 03/07/2024 01:39:38 PM
Amended Date:
Admin Amended Date:
Admin Amended By:
Admin Amended Justification:

Options	Action
Show Notes	Accept
Email User	Deny
	Follow Up

Close

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Project Name	730 N Milwaukee
Zoning Application number, if applicable	
Address	1030-1042 W. Huron Street/700-716 N. Carpenter Street/701-717 N. Aberdeen Street/728-738 N. Milwaukee Avenue
Is this a For Sale or Rental Project?	Rental
Anticipated average psf rent/price?*	TBD
Total Units in Project	82
	6.4

All projects with proposed ARO units must complete this tab

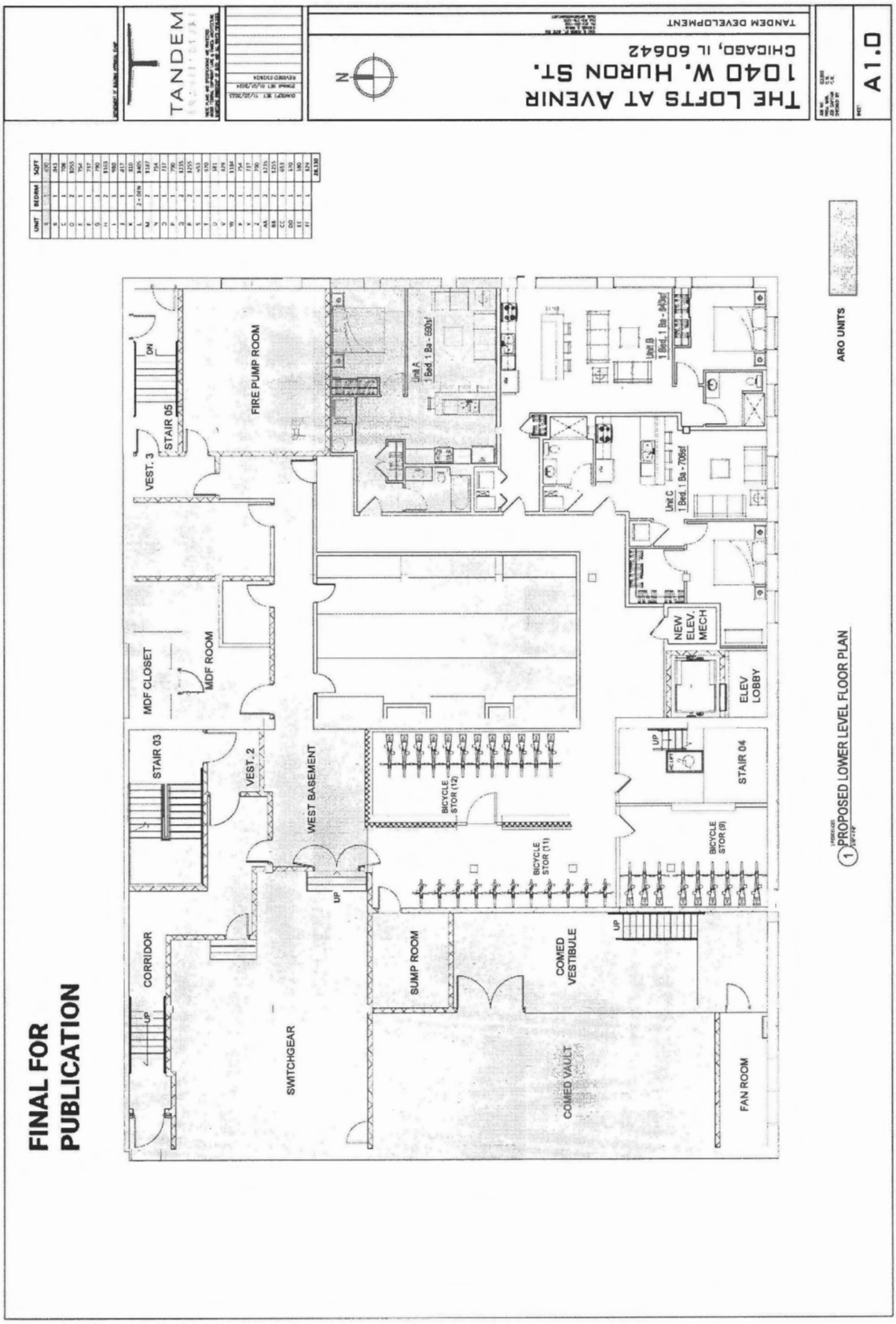
	Market Rate Units	Affordable Units
Parking	Available for rent	Available for rent
Laundry	In-unit – Energy Star - GE GUD27GSS –Washer/Dryer – Painted Finish	In-unit – Energy Star - GE GUD27GSS –Washer/Dryer – Painted Finish
Appliances		
Refrigerator *age/EnergyStar/make/model/color*	New - Energy Star – GE - GIE19JS - Stainless Steel	New - Energy Star – GE - GIE19JS - Stainless Steel
Dishwasher *age/EnergyStar/make/model/color*	New – Energy Star - GE - GDT226SS - Stainless Steel	New – Energy Star - GE - GDT226SS - Stainless Steel
Stove/Oven *age/EnergyStar/make/model/color*	New – Energy Star - HAIER Cooktop - HCC2230AGS - Stainless Steel	New – Energy Star - HAIER Cooktop - HCC2230AGS - Stainless Steel
Microwave *age/EnergyStar/make/model/color*	New – Energy Star - HAIER Microwave – Recirc Vent Over Range - HMV1472BHS – Stainless Steel	New – Energy Star - HAIER Microwave – Recirc Vent Over Range - HMV1472BHS – Stainless Steel
Bathroom(s) *how many? Half bath? Full bath?*	Studios and 1 Bedroom Units have 1 Full Bath; 2 Bedroom Units have 2 full baths	Studios and 1 Bedroom Units have 1 Full Bath; 2 Bedroom Units have 2 full baths
Kitchen countertops *material*	Engineered Stone/Quartz	Engineered Stone/Quartz
Flooring *material*	Luxury Vinyl Tile (LVT)	Luxury Vinyl Tile (LVT)
HVAC	In-Unit Individual Electric Furnaces	In-Unit Individual Electric Furnaces
Other	In-Unit Individual Electric Water Heaters	In-Unit Individual Electric Water Heaters

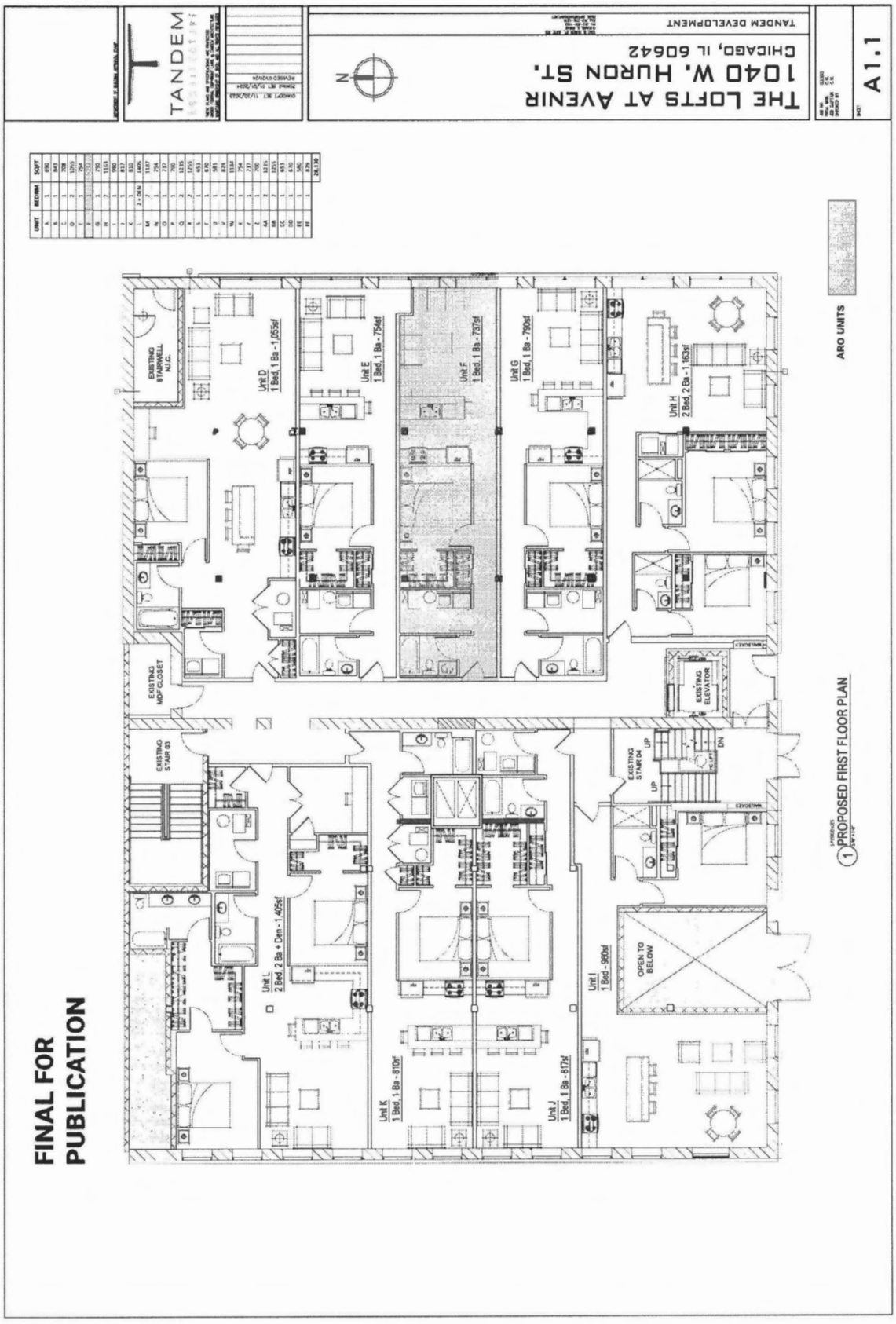
Summary							
	market rate			ARO			
unit type	how many?	% of total	avg. square footage	how many?*	% of total	avg. square footage	affordable v. market square footage**
studio	0	0%	-	0	0%	-	-
one-bed	19	73%	758	4	67%	688	91%
two-bed	7	27%	1,219	2	33%	1,221	100%
three-bed	0	0%	-	0	0%	-	-
four-bed	0	0%	-	0	0%	-	-

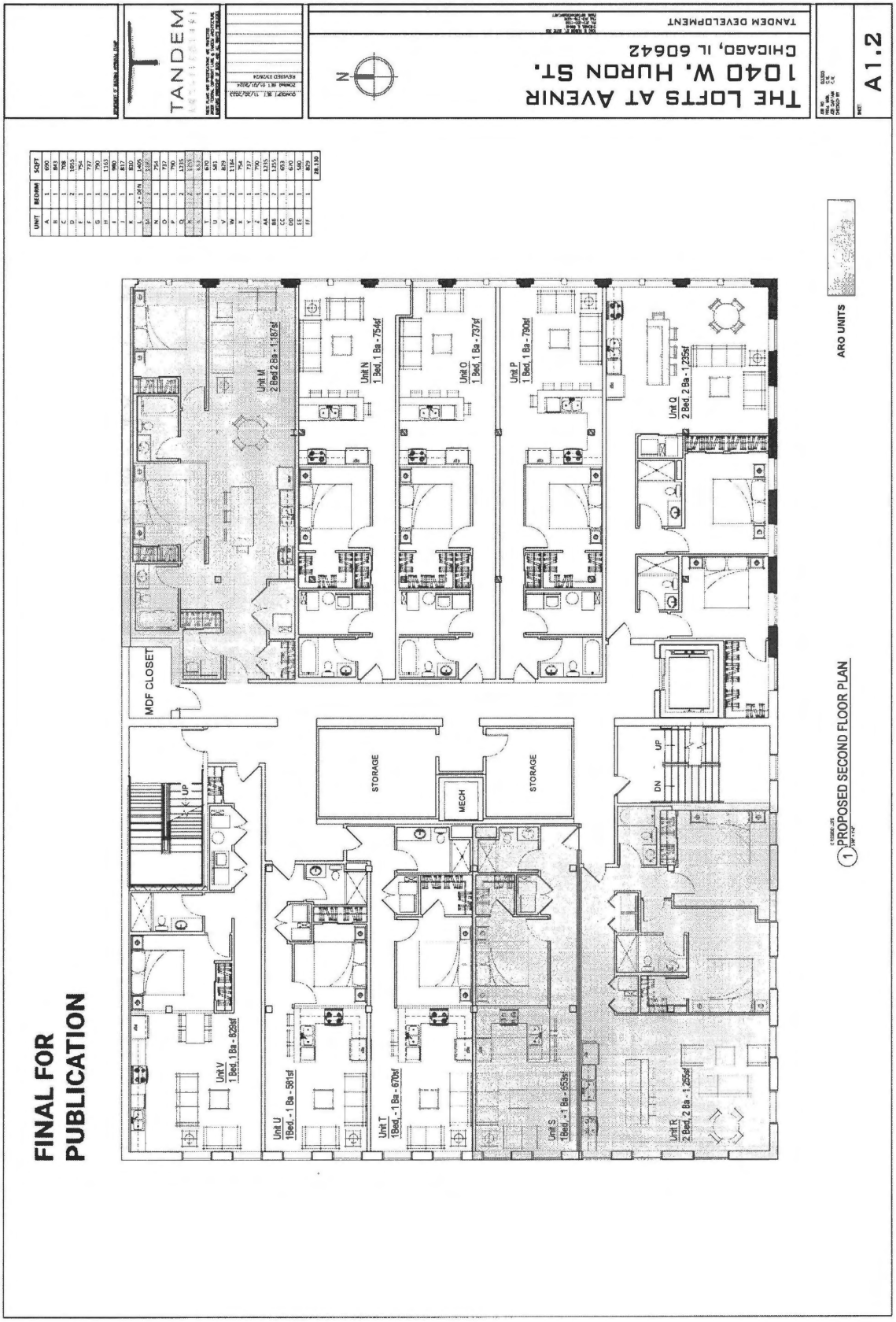
*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios).
**the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines

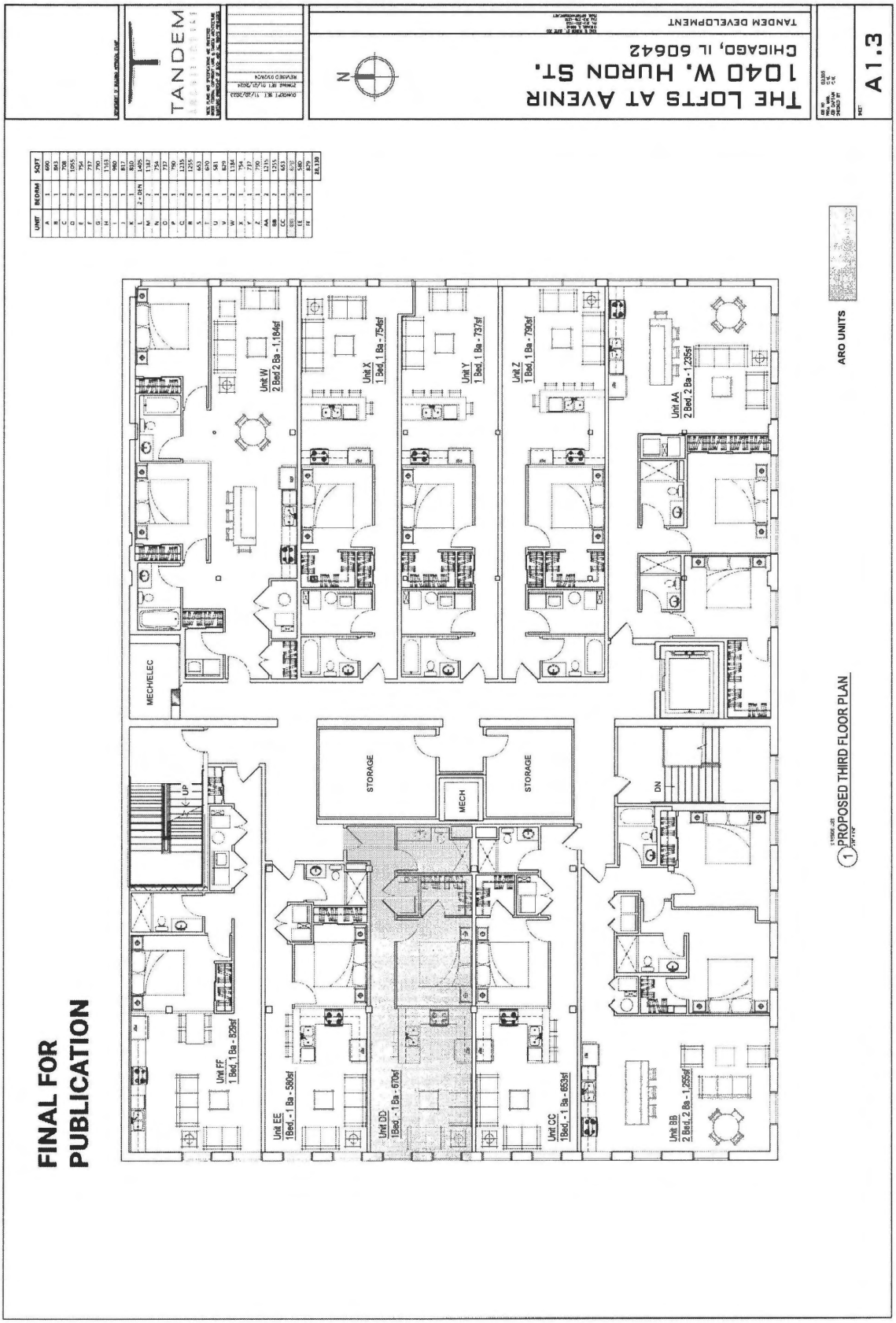
Income Level by Unit Type

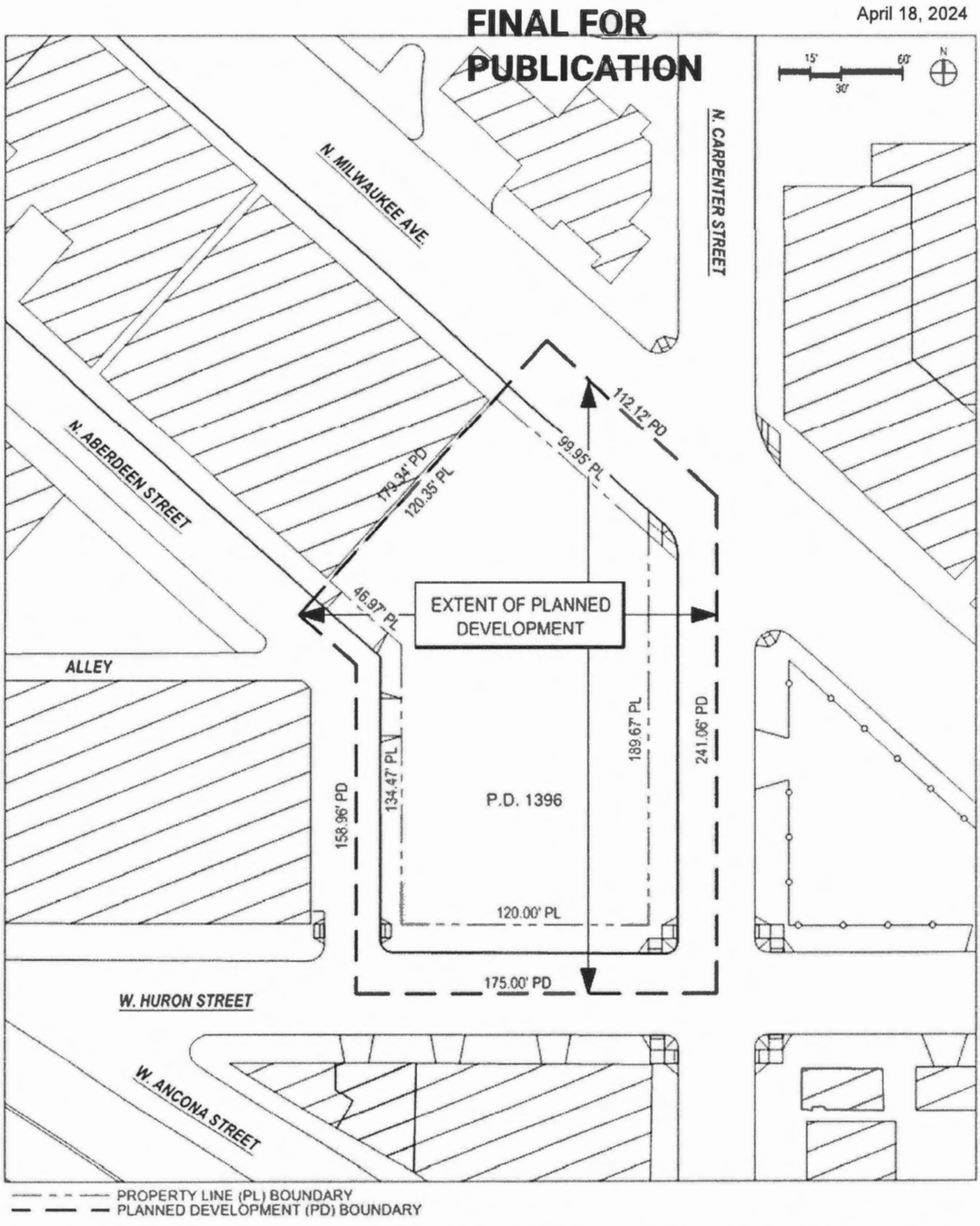
AMI Level	1 Bedroom	2 Bedroom	# of Units
80%	1	0	1
70%	1	1	2
60%	0	0	0
50%	1	1	2
40%	1	0	1
30%	0	0	0
Total Units	4	2	6
Weighted average	60.00%	60.00%	60.00%


THE LOFTS AT AVENIR
1040 W. HURON ST.
CHICAGO, IL 60642
TANDEM DEVELOPMENT
TANDEM
A1.0
PROPOSED LOWER LEVEL FLOOR PLAN
ARO UNITS
FINAL FOR PUBLICATION
FIRE PUMP ROOM
STAIR 05
VEST. 3
MDF CLOSET
MDF ROOM
STAIR 03
VEST. 2
WEST BASEMENT
CORRIDOR
SWITCHGEAR
SUMP ROOM
COMED VESTIBULE
COMED VAULT
FAN ROOM
BICYCLE STOR (12)
BICYCLE STOR (11)
BICYCLE STOR (9)
NEW ELEV. MECH
ELEV LOBBY
STAIR 04
Unit A 1 Bed 1 Ba - 693sf
Unit B 1 Bed, 1 Ba - 843sf
Unit C 1 Bed, 1 Ba - 709sf


THE LOFTS AT AVENIR
1040 W. HURON ST.
CHICAGO, IL 60642
TANDEM DEVELOPMENT
TANDEM
A1.1
ARO UNITS
1 PROPOSED FIRST FLOOR PLAN
FINAL FOR PUBLICATION
Unit D 1 Bed, 1 Ba - 1,055sf
Unit E 1 Bed, 1 Ba - 754sf
Unit F 1 Bed, 1 Ba - 737sf
Unit G 1 Bed, 1 Ba - 790sf
Unit H 2 Bed, 2 Ba - 1,163sf
Unit I 1 Bed - 980sf
Unit J 1 Bed, 1 Ba - 817sf
Unit K 1 Bed, 1 Ba - 810sf
Unit L 2 Bed, 2 Ba + Den - 1,405sf
EXISTING ELEVATOR
EXISTING STAIR 03
EXISTING STAIR 04
EXISTING MDF CLOSET
EXISTING FIREWALL N.I.C.
OPEN TO BELOW
UP
DN


THE LOFTS AT AVENIR
1040 W. HURON ST.
CHICAGO, IL 60642
TANDEM DEVELOPMENT
TANDEM
A1.2
FINAL FOR PUBLICATION
MDF CLOSET
STORAGE
MECH
STORAGE
UP
DN
Unit M 2 Bed 2 Ba - 1,187sf
Unit N 1 Bed, 1 Ba - 754sf
Unit O 1 Bed, 1 Ba - 737sf
Unit P 1 Bed, 1 Ba - 790sf
Unit Q 2 Bed, 2 Ba - 1,235sf
Unit V 1 Bed, 1 Ba - 629sf
Unit U 1Bed, - 1 Ba - 581sf
Unit T 1Bed, - 1 Ba - 670sf
Unit S 1Bed, - 1 Ba - 553sf
Unit R 2 Bed, 2 Ba - 1,255sf
ARO UNITS
1 PROPOSED SECOND FLOOR PLAN


THE LOFTS AT AVENIR
1040 W. HURON ST.
CHICAGO, IL 60642
TANDEM DEVELOPMENT
TANDEM
A1.3
FINAL FOR PUBLICATION
ARO UNITS
1 PROPOSED THIRD FLOOR PLAN
Unit HH 2 Bed 2 Ba - 1,184sf
Unit X 1 Bed, 1 Ba - 754sf
Unit Y 1 Bed, 1 Ba - 737sf
Unit Z 1 Bed, 1 Ba - 790sf
Unit AA 2 Bed, 2 Ba - 1,235sf
MECH/ELEC
STORAGE
MECH
STORAGE
UP
DN
Unit FF 1 Bed, 1 Ba - 829sf
Unit EE 1Bed, - 1 Ba - 580sf
Unit DD 1Bed, - 1 Ba - 670sf
Unit CC 1Bed, - 1 Ba - 663sf
Unit BB 2 Bed, 2 Ba - 1,255sf



Planned Development Exhibits **A – PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP**

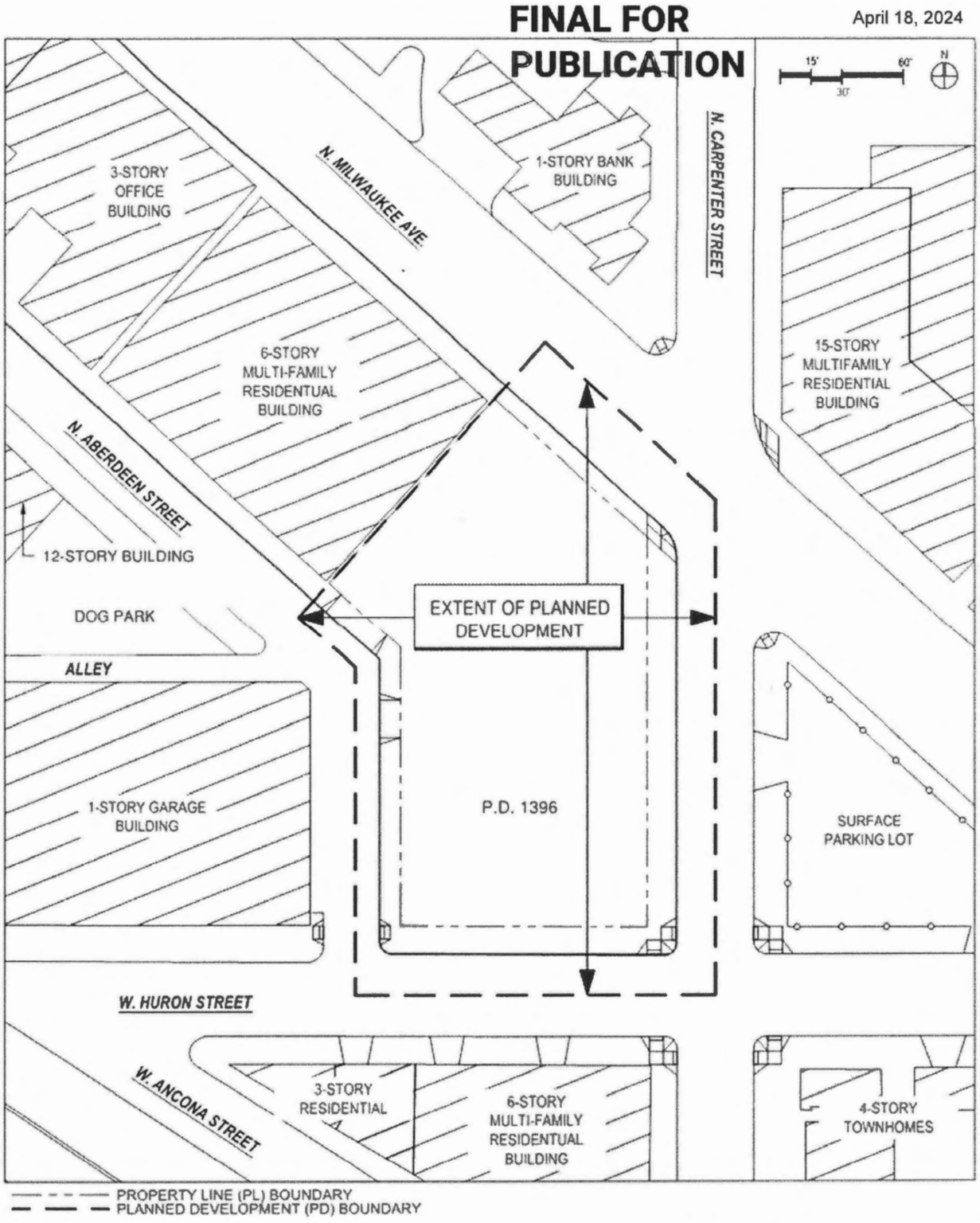
Applicant: 730 N Milwaukee LLC

Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.

Introduced: March 20th, 2024

Plan Commission: April 18, 2024

TANDEM DEVELOPMENT



Planned Development Exhibits **B – EXISTING LAND USE PLAN**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM
DEVELOPMENT

April 18, 2024

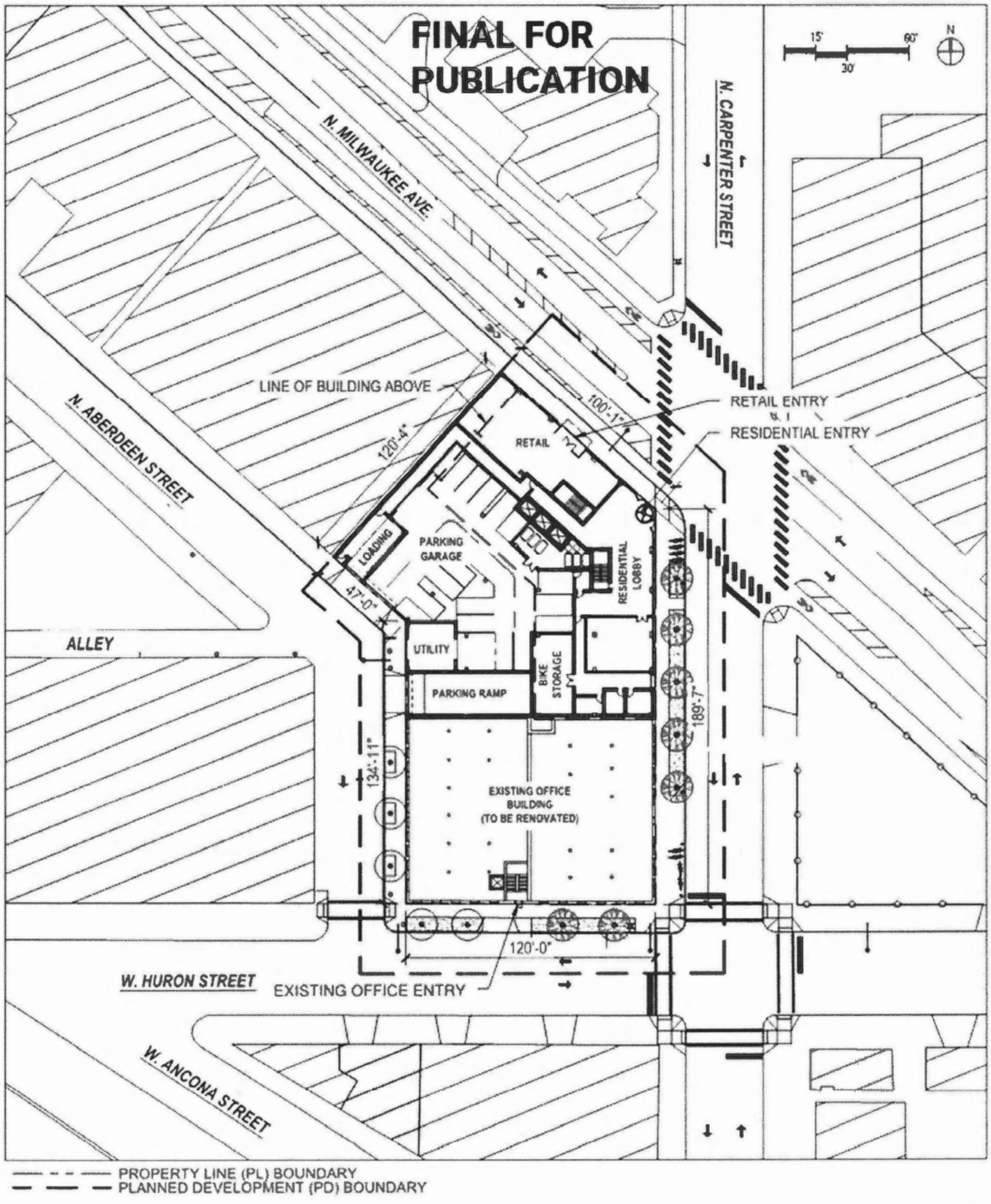


Planned Development Exhibits **C – EXISTING ZONING MAP**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM

April 18, 2024



Planned Development Exhibits **D – SITE PLAN / GROUND FLOOR PLAN**

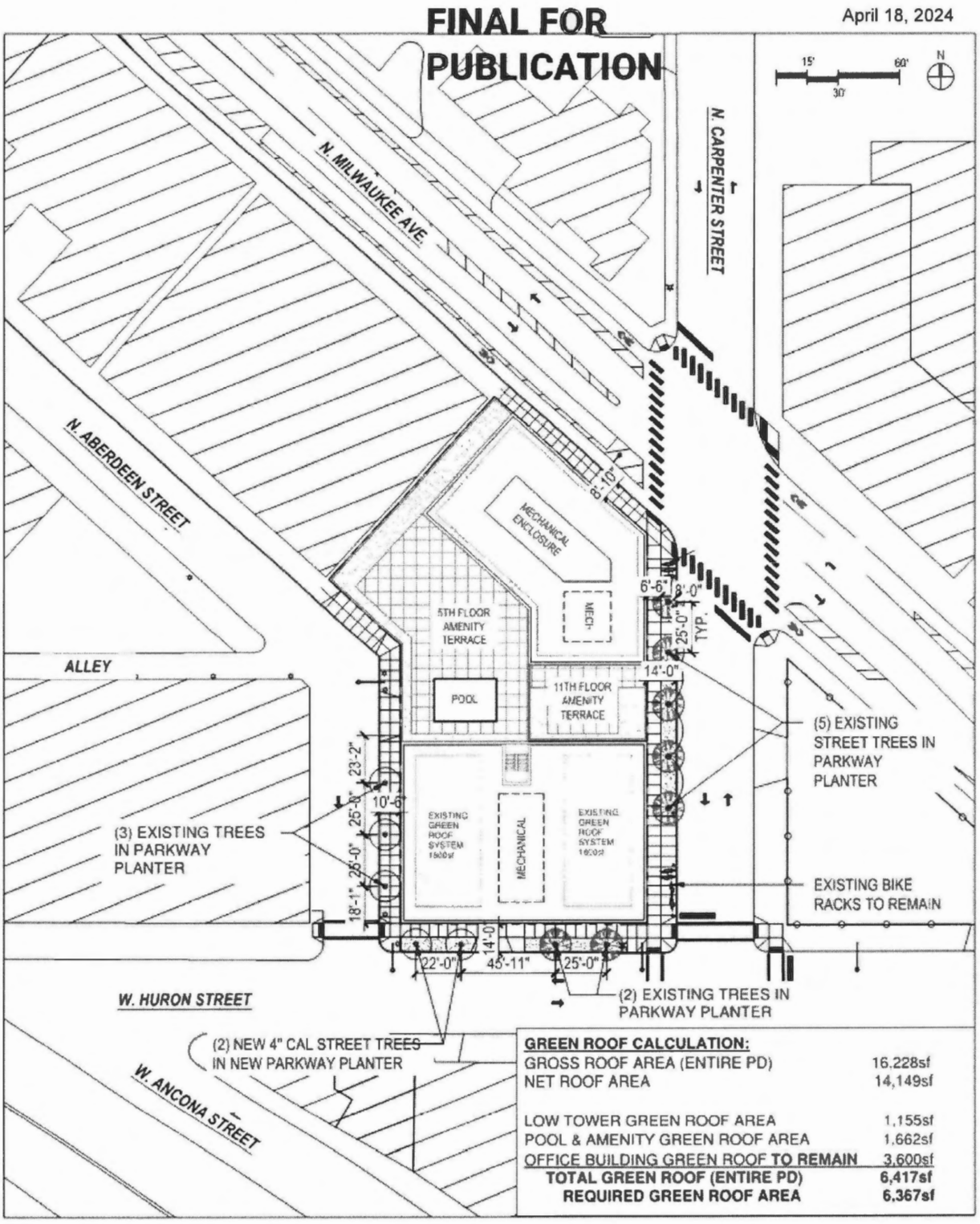
Applicant: 730 N Milwaukee LLC

Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.

Introduced: March 20th, 2024

Plan Commission: April 18, 2024

TANDEM



Planned Development Exhibits **E – LANDSCAPE PLAN & GREEN ROOF PLAN**

Applicant: 730 N Milwaukee LLC

Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.

Introduced: March 20th, 2024

Plan Commission: April 18, 2024

TANDEM

April 18, 2024

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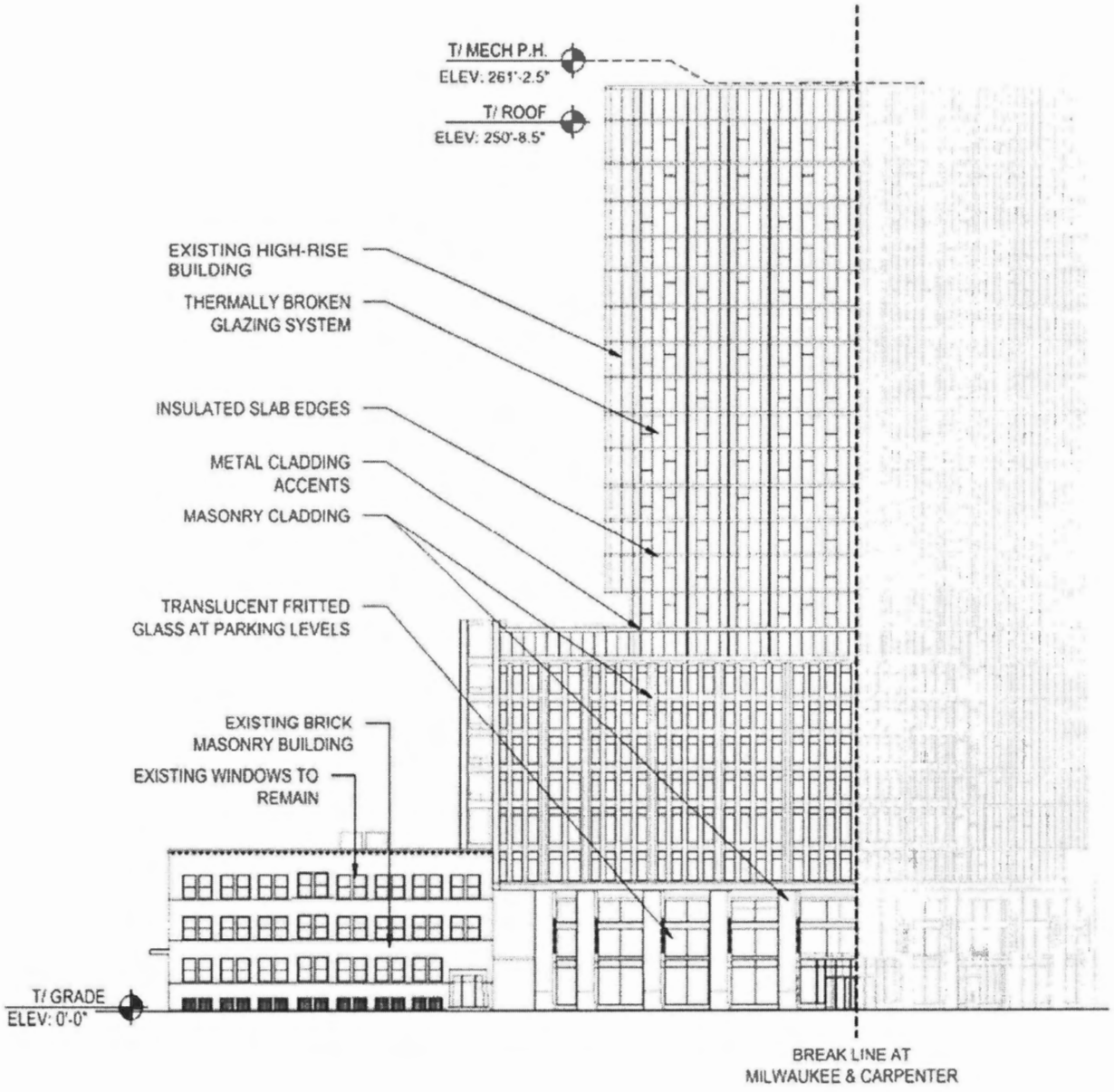


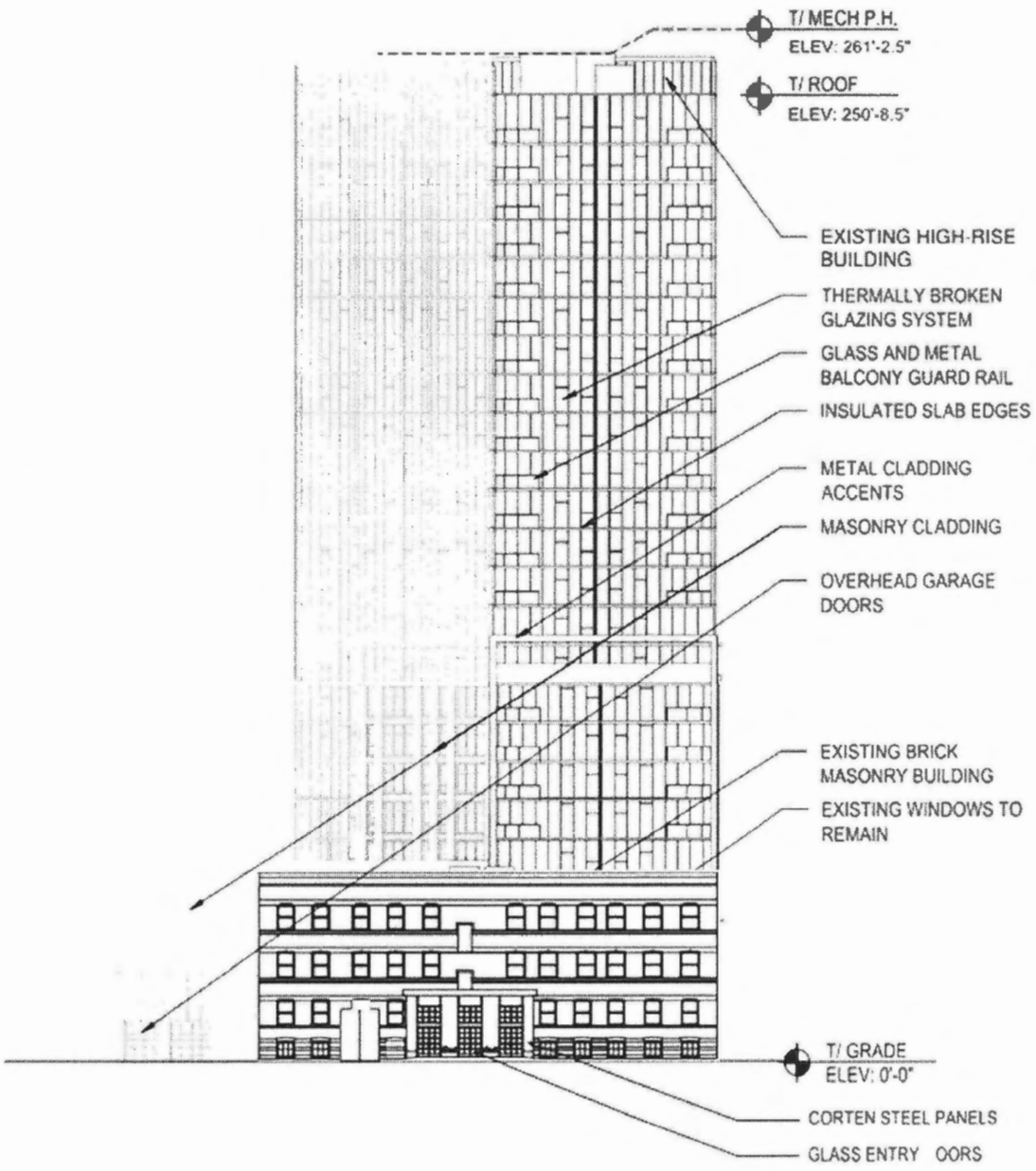
Planned Development Exhibits **F.1 – EAST ELEVATION**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM DEVELOPMENT

April 18, 2024

FINAL FOR PUBLICATION



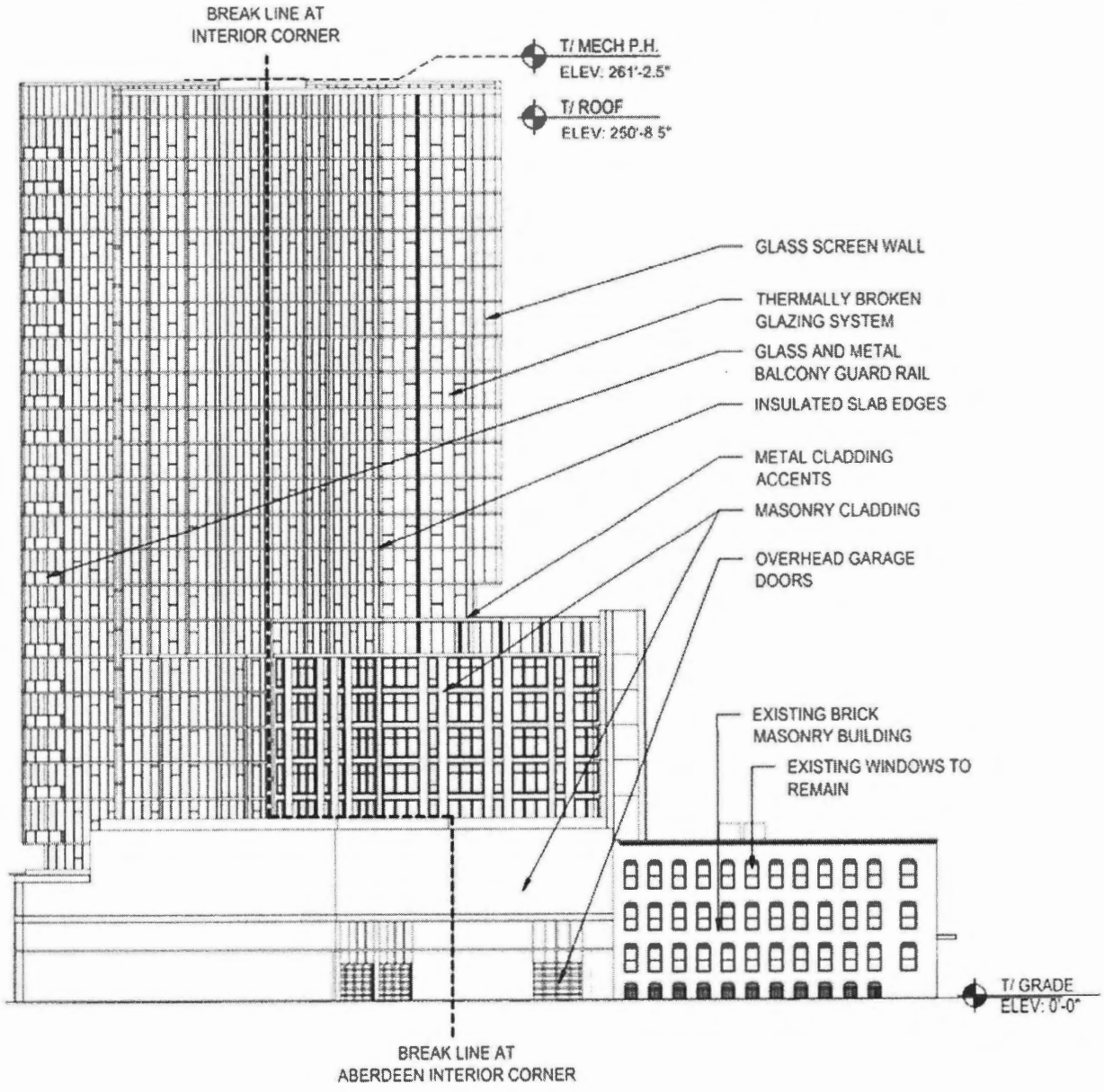
Planned Development Exhibits **F.2 – SOUTH ELEVATION**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM

April 18, 2024

FINAL FOR PUBLICATION



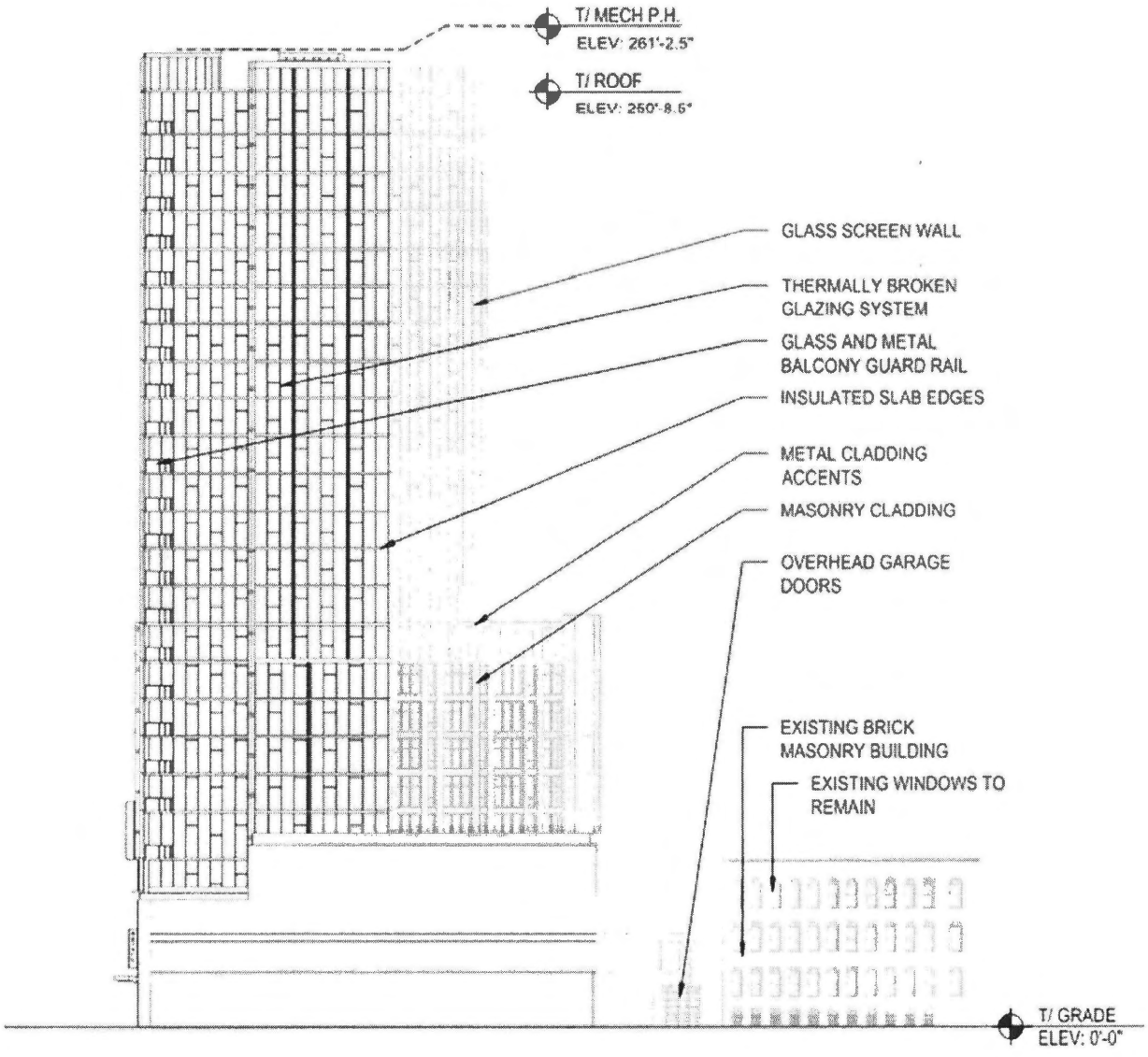
Planned Development Exhibits **F.3 – WEST ELEVATION**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM

April 18, 2024

FINAL FOR PUBLICATION



Planned Development Exhibits **F.4 – NORTH ELEVATION**

Applicant: 730 N Milwaukee LLC
Address: 734 N. Milwaukee Ave., 736 N. Milwaukee Ave., 700 N. Carpenter St., 1040 W. Huron St.
Introduced: March 20th, 2024
Plan Commission: April 18, 2024

TANDEM

Reclassification Of Area Shown On Map No. 1-I.
(Application No. 22403T1)
(Common Address: 2405 W. Grand Ave.)

[O2024-0008868]

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 C1-3 Neighborhood Commercial District symbols as shown on Map Number 1-I in the area generally bounded by:

West Grand Avenue; North Western Avenue; a line 166.5 feet north of and parallel to the northerly line of West Hubbard Street; and the public alley next west of and parallel to North Western Avenue,

to those of a C1-3 Neighborhood Commercial District in accordance with the attached narrative and plans.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[First Floor and Site Plan; Concept Second through Fifth Floor Plans; North, South, East and West Building Elevations; and TOD Arial Map attached to this ordinance printed on pages 12233 through 12239 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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TYPE 1 ZONING MAP AMENDMENT
Narrative Zoning and Development Analysis

2405 W Grand, LLC is the "**Applicant**" for a Type 1 Zoning Map Amendment for the subject property located at 2405 West Grand Avenue (the "**Property**") from the C1-3 Neighborhood Commercial District to the C1-3 Neighborhood Commercial District to authorize the construction of a 5-story mixed-use building with approximately 4,126 square feet of ground floor commercial space and 36 residential dwelling units above.

The Property is bounded by Grand Avenue to the north; Western Avenue to the east; an existing three-story mixed-use building to the south; and a 16'-wide public alley to the west. The Property contains 11,203 square feet of net site area and is currently substantially vacant and unimproved, except with respect to an existing steel monopole sign ("**Billboard Sign**") which will be demolished to accommodate the proposed development. The overall project FAR will be 3.5. The project will include 11 off-street vehicular parking spaces and 36 bicycle parking spaces.

(a) Floor Area and Floor Area Ratio:		
i.	Lot Area:	11,203 square feet
ii.	Total Floor Area:	39,210 square feet
iii.	FAR:	3.5 (transit-served location FAR increase)
(b) Density (Lot Area Per Dwelling Unit):		311.2 square feet (36 dwelling units; transit-served location MLA reduction)
(c) Amount of off-street parking:		11 vehicular spaces (transit-served location parking reduction proposed. Site is within 1,320 feet of the Western CTA bus line corridor and within 2,640 feet of the Western Avenue Metra Station)*
(d) Setbacks:		
i.	Front setback (north):	0 feet
ii.	Side setback:	0 feet
iii.	Side setback:	0 feet
iv.	Rear setback (south):	0 feet (seeking a variation)*
(e) Building height:		60 feet
(f) Off-street Loading:		1 (10 feet x 25 feet)

**Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, as part of this Type 1 Zoning Map Amendment, the Applicant seeks: (1) a variation to reduce the minimum rear setback for floors containing dwelling units from 30 feet to 0 feet; and (2) an administrative adjustment to reduce the required off-street automobile parking from 36 spaces to 11 spaces.*

The Applicant will comply with Section 17-3-0307 Exceptions of the Chicago Air Quality Ordinance should such provisions be determined as applicable.

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Compliance with Specific Criteria for Transit-Served Locations (17-3-0308)

The Property is a transit-served location due to its proximity within 1,320 feet of the Western CTA bus line corridor roadway segment and 2,640 feet of the Western Avenue Metra rail station entrance.

New construction in the C1-3 Neighborhood Commercial District and located within 2,640 feet of a Metra rail station entrance 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 Property is located immediately on the Western Avenue CTA bus line corridor and within 2,640 feet of the Western Avenue Metra rail 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 in the Type 1 plans, the proposed building meets the design standards set forth in Section 17-3-0504, including with respect to building location, transparency, location of doors and entrances, and parking location.

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 proposed development is a short walk from both Western Avenue bus line, which is served by the Western/49 and the Western Express/X49 routes, and the Western Avenue Metra station, which is served by the Milwaukee District North, Milwaukee District West, and North Central Service lines.

The CTA's Transit Friendly Development Guide ("**Development Guide**") does not establish a station area typology for the CTA bus stops or Metra stations near the proposed development. The Development Guide outlines general goals related to bus and Metra access. Specifically, the Development Guide explains that vacant parcels "offer an opportunity to reinforce and enhance a neighborhood's character...with transit friendly development" and that transit friendly development at bus locations is accomplished, in-part, when: (1) a bus facility facilitates travel throughout the region; (2) bus-served locations are destinations themselves, rather than mere transfer stops; and (3) bus service feeds other modes of transit.

The proposed development satisfies these goals by activating an underutilized site by replacing an existing Billboard Sign and otherwise vacant land with residential and active retail uses; facilitating intermodal travel throughout the Chicagoland region by increasing density and foot traffic near both CTA bus and Metra rail stations; and drawing residents and retail customers to a location that is a "destination" in its own right given its proximity to rapidly developing sections of the West Town, West Loop, and Ukrainian Village neighborhoods. The proposed development conforms to and advances the objectives of the Development Guide.

4. *The Applicant will actively promote public transit and alternatives to automobile ownership through car sharing programs or other shared modes of transportation; and*

The Applicant proposes to provide approximately 36 secure bicycle parking spaces within the proposed building, thereby promoting bicycle use as an alternative to personal vehicle ownership. In addition, the

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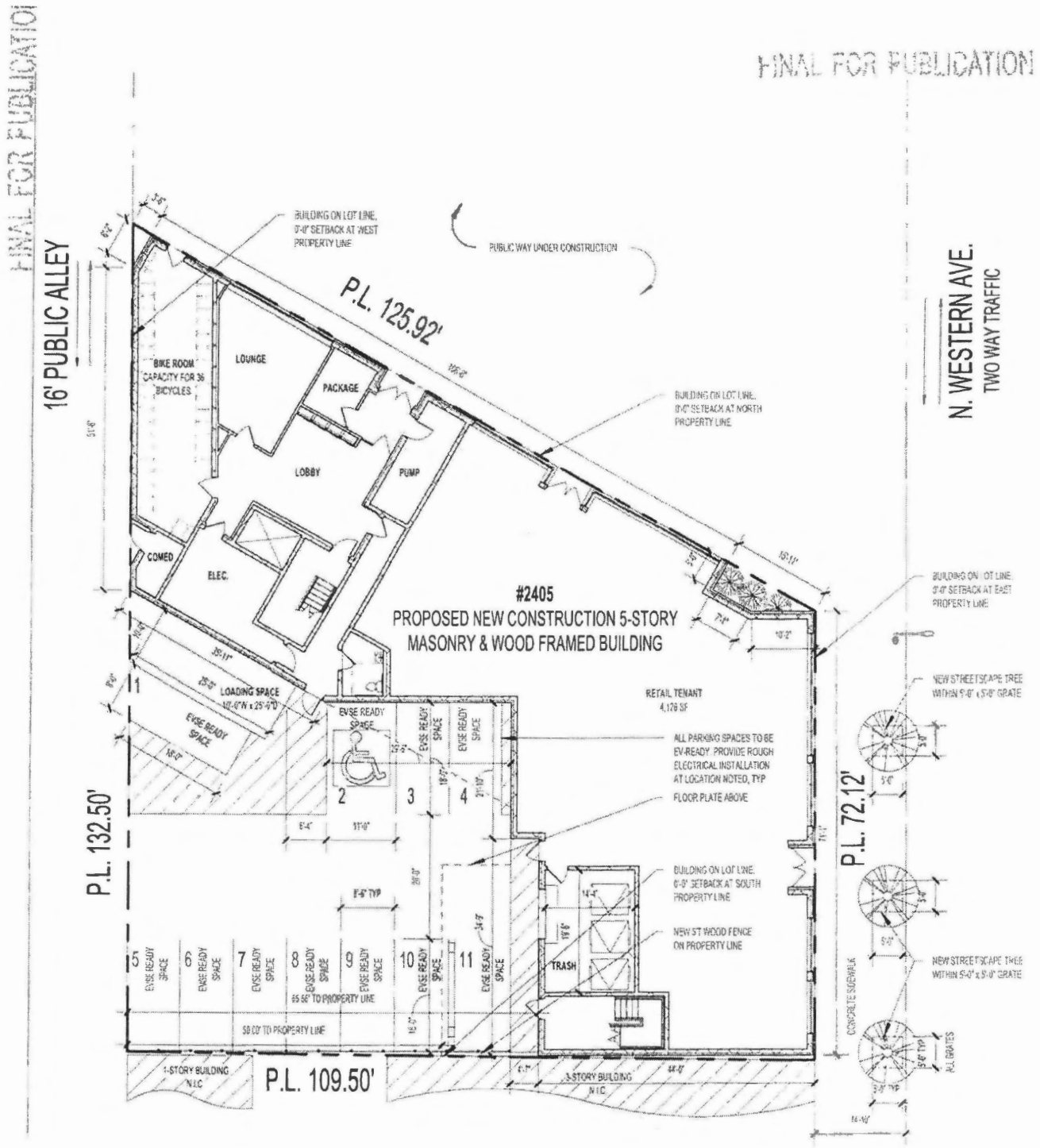
Property is located approximately 550 feet north of a Divvy bike-sharing station near the Western Avenue Metra station. The convenience of both secure bicycle storage and access to Divvy bicycle sharing will promote alternatives to car ownership.

5. *The requested reduction will be offset by enhancements to the pedestrian environment that are not otherwise required, such as wider sidewalks, decorative pavement, trees, raised planters, outdoor seating, special lighting, bus shelters or other types of weather protection for pedestrians, transit information kiosks, or other pedestrian amenities.*

The Applicant proposes to install a decorative planter along, and new trees within, the sidewalks abutting the Property. Furthermore, the Grand and Western Avenue facades of the proposed building will include levels of transparency in excess of the requirement under 17-3-0504-C.1, further improving the pedestrian experience at the Property.

Generally, the proposal will redevelop a transit-served and centrally-located site so as to better-facilitate pedestrian and transit usage. The site is currently improved with only the Billboard Sign. The development will replace the Billboard Sign with a mixed-use building that will increase the diversity of housing options near important transit infrastructure and expanding employment centers in the West Loop, River West, and Ukrainian Village. The proposed development will thereby facilitate access to housing within walking distance of some of the fastest-growing employment clusters in the City and region.

Finally, the availability of on-street parking in the vicinity of the project must also be considered when a transit-served location parking reduction is requested. There is ample street parking available on North Western Avenue to the east, on West Hubbard Street to the south, and on North Artesian Avenue to the west of the Property.



KENNEDY MANN

FIRST FLOOR & SITE PLAN

SCALE: 1" = 20'-0"

2405 W. GRAND AVE. CHICAGO IL 60612

03.27.2024

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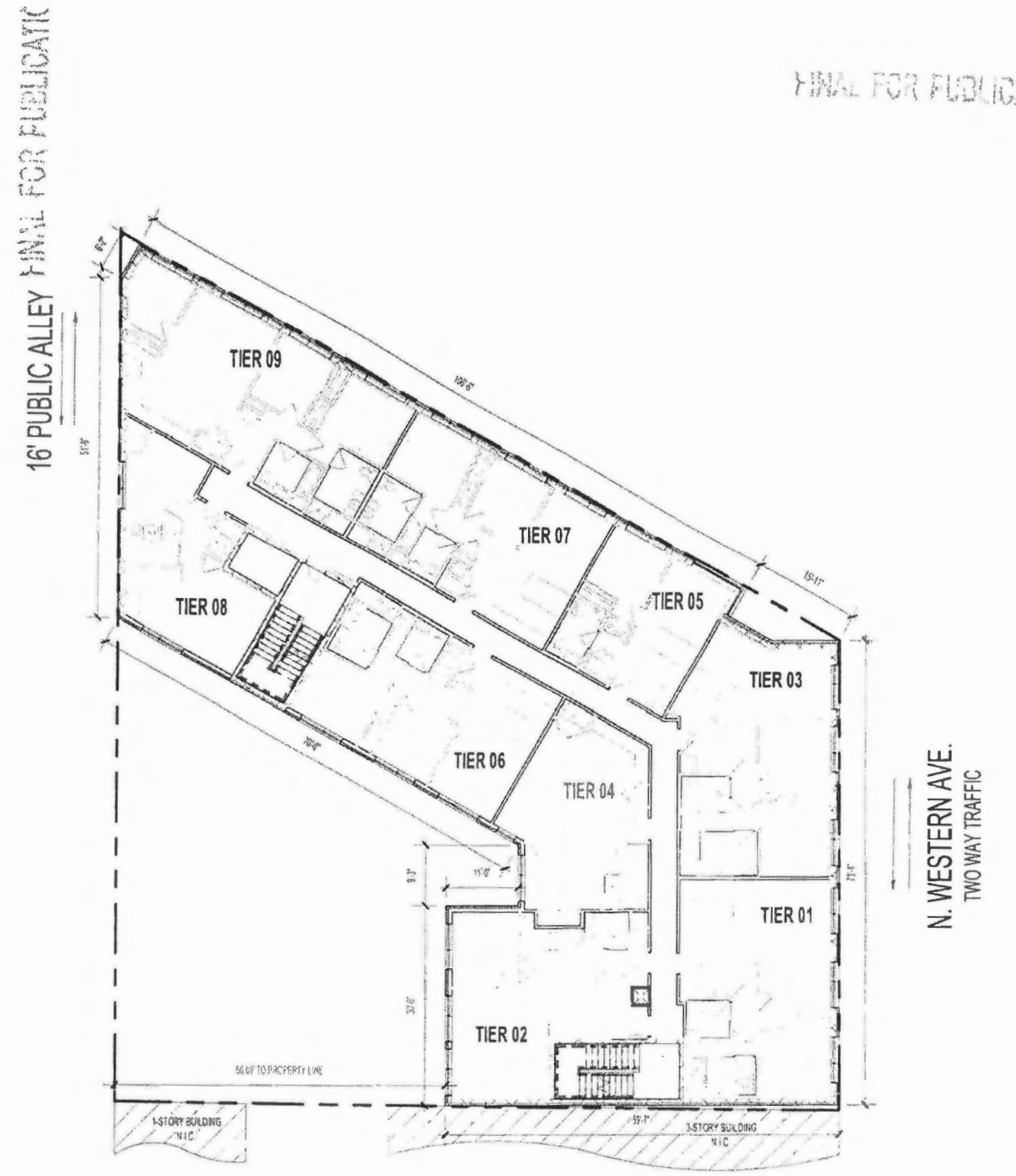


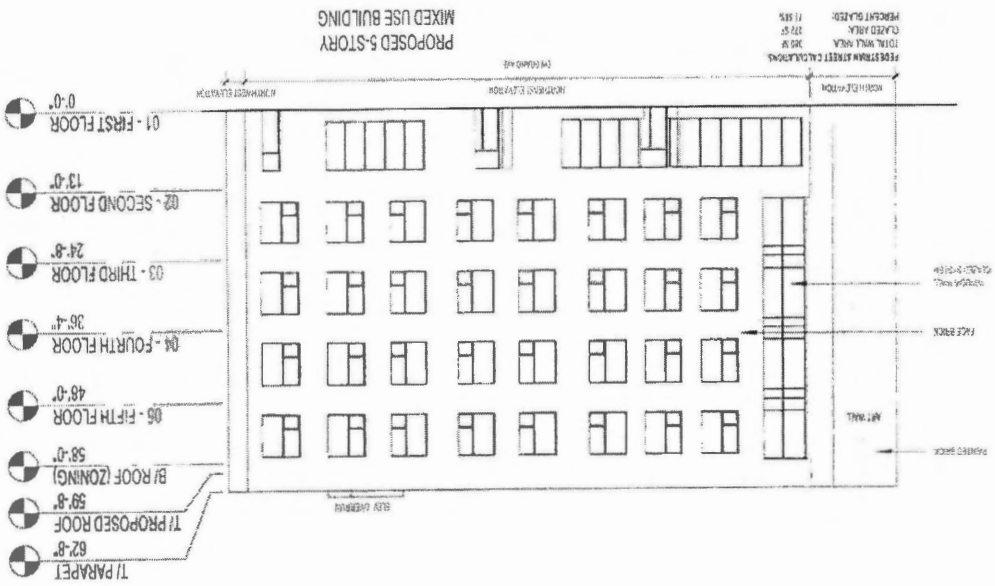
KENNEDY MANN

CONCEPT SECOND THROUGH FIFTH FLOOR

SCALE: 1" = 20'-0"

2405 W. GRAND AVE. CHICAGO IL 60612

03.27.2024



KENNEDY

NORTH ELEVATION

2405 W. GRAND AVE. CHICAGO IL 60612

SCALE: 1" = 20'-0"

03.27.2024

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PROPOSED 5-STORY
MIXED USE BUILDING
01 - FIRST FLOOR
0'-0"
02 - SECOND FLOOR
13'-0"
03 - THIRD FLOOR
24'-8"
04 - FOURTH FLOOR
36'-4"
05 - FIFTH FLOOR
48'-0"
B/ ROOF (ZONING)
58'-0"
T/ PROPOSED ROOF
59'-8"
T/ PARAPET
62'-8"
SCALE: 1" = 20'-0"
03.27.2024
SOUTH ELEVATION
2405 W. GRAND AVE. CHICAGO IL 60612
KENNEDY
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PROPOSED 5-STORY
MIXED USE BUILDING
01 - FIRST FLOOR
0'-0"
02 - SECOND FLOOR
13'-0"
03 - THIRD FLOOR
24'-8"
04 - FOURTH FLOOR
36'-4"
05 - FIFTH FLOOR
48'-0"
T/ ROOF (ZONING)
58'-0"
T/ PROPOSED ROOF
59'-8"
T/ PARAPET
62'-8"
WEST ELEVATION
SCALE: 1" = 20'-0"
2405 W. GRAND AVE. CHICAGO IL 60612
03.27.2024
KENNEDY MANN

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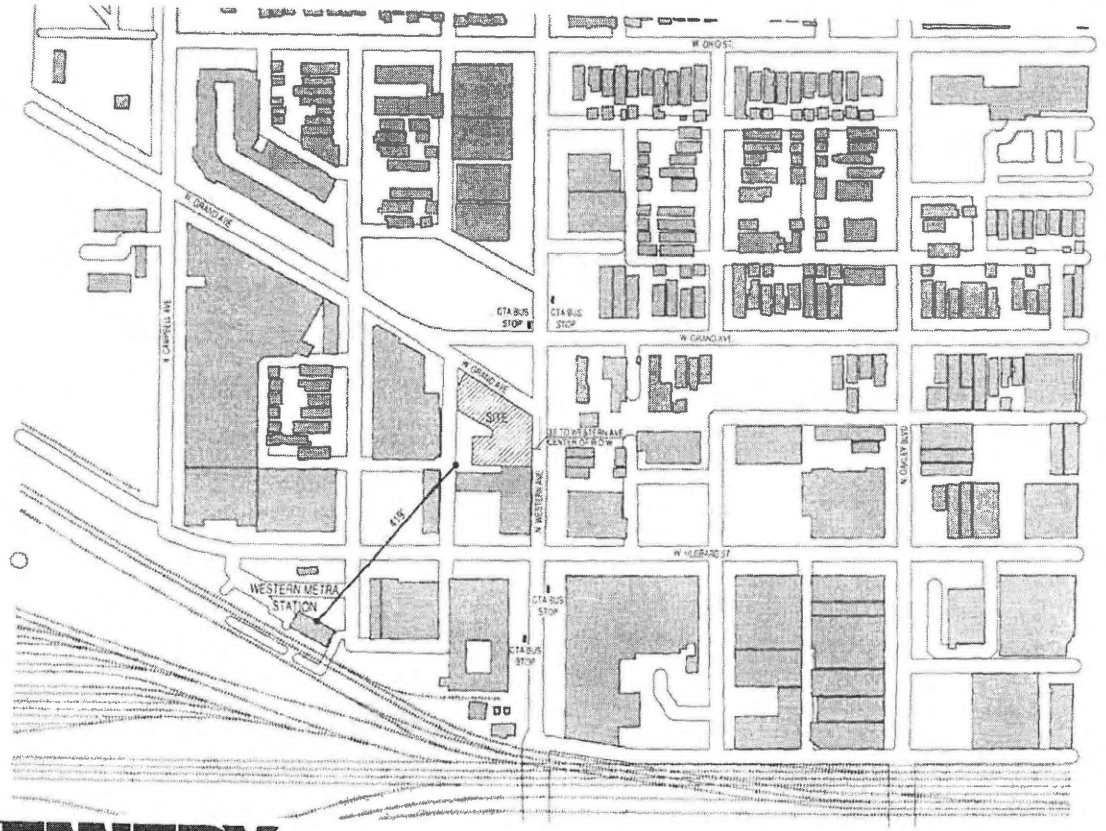

KENNEDY MANN

2822 W. Montrose Ave
Chicago, Illinois 60618 USA

1 312 384 8099
www.kennedymann.com

Western & Grand
Chicago, IL

TOD Aerial Map
N.T.S.

Reclassification Of Area Shown On Map No. 1-J.
(Application No. 22359)
(Common Address: 3601 -- 3625 W. Chicago Ave., 751 -- 757 N. Monticello Ave. And 740 -- 756 N. Central Park Ave.)

[O2024-0007715]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the B3-2 Community Shopping District symbols and indications as shown on Map Number 1-J in the area bounded by:

West Chicago Avenue; North Central Park Avenue; a line 156 feet south of and parallel to West Chicago Avenue; the alley next west of and parallel to North Central Park Avenue; a line 78.30 feet south of and parallel to West Chicago Avenue; and North Monticello Avenue,

to those of the B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 2-G.
(Application No. 22431T1)
(Common Address: 1227 W. Jackson Blvd.)

[O2024-0009009]

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 DX-3 Downtown Mixed-Use District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Jackson Boulevard; a line 261 feet west of and parallel to South Racine Avenue; West Gladys Avenue; and a line 286 feet west of and parallel to South Racine Avenue,

to those of a DR-3 Downtown Residential 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.

[Architectural Site Plan; Basement, First, Second, Third and Fourth Floor Plans; Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12243 through 12247 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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17-13-0303-C(1) Type 1 Narrative & Plans – 1227 W. Jackson Blvd., Chicago, IL

Proposed Zoning: DR-3 Downtown Residential District

Lot Area: 4,450 sq. ft.

Proposed Land Use: The Applicant is proposing to develop the subject property with a four-story residential building containing three (3) dwelling units. The proposed building will be masonry in construction and measure 52 ft.-6 inches in height. The proposed residential building be supported by three (3) off-street parking spaces. Pursuant to Type 1 Sec. 17-13-0303-D optional Administrative Adjustment and Variation, specifically Secs. 17-13-1003 and 17-13-1101 of the Chicago Zoning Ordinance, the Applicant is seeking to reduce the required front setback to zero, reduce the required rear setback to zero, increase the off-street parking ratio for a Transit Served Location to 100% (three off-street parking spaces for three residential units), Sec. 17-4-0504-B, C, D and Sec. 17-13-1101-A, to not comply with the building façade standards and main door and entrance standards on a Pedestrian Street, and to allow for driveway access on a Pedestrian Street at the rear of the subject lot.

(A) The Project's Floor Area Ratio: 9,204 square feet (2.1 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 1,483.3 square feet per D.U. (3 residential units proposed)

(C) The amount of off-street parking: 3 parking space

*The subject property is a designated Transit Served Location (Racine CTA Blue Line Rail Station). Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to increase the required number of off-street parking spaces from 2 parking spaces to 3 parking spaces (100%).

(D) Setbacks:

a. *Front Setback: none
b. Side Setbacks:
West Side: none
East Side: none
c. *Rear Setback: none

*Pursuant to Sec. 17-13-1101-B, the Applicant is seeking to reduce the required front setback to zero and reduce the required rear setback to zero.

(E) Building Height: 52 ft.-6 inches

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Sec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

1. The subject property is a designated Transit Served Location per Sec. 17-10-0102-B because it is located within approximately 710 linear feet of the entrance to the CTA Train Station at Racine and within 1,415 linear feet of the W. Madison St. CTA Bus Line Corridor roadway segment. The proposed three (3) unit residential building will be supported by three (3) off-street parking spaces. Pursuant to Section 17-13-1003-EE, the Applicant is seeking to permit an increase in the number of required off-street parking spaces, from two (2) parking spaces to three (3) parking spaces.

2. The Applicant will be seeking relief from the requirements of Sec. 17-4-0504 for the location of the residential building on the subject lot. Although the building's front balcony wall is at the front property line, the proposed location of the main building door and entryway require variations from Secs. 17-4-0504-B and 17-4-0504-D.

3. The Transit Friendly Development Guide defines 'transit friendly development' as development which is oriented towards and integrated with adjacent transit. The proposed multi-unit residential building incorporates accessibility and connectivity mass transit based on its location near both the CTA Train Station at Racine and the W. Madison St. bus route. The Applicant believes the project will help improve the pedestrian way along W. Jackson Blvd. for residents and other commuters traveling in the subject area.

4. The proposed residential building will contain three (3) dwelling units that will be supported by three (3) off-street parking spaces. The Applicant is seeking administrative approval to permit the parking increase pursuant to the eTOD Ordinance.

5. The Applicant believes the proposed residential building will provide appropriate density in the West Loop neighborhood. Based on the subject property's proximity to a designated bus route (W. Madison St. CTA Bus Line) and train station (CTA Racine Train Station), and its offer of 1:1 off-street vehicle parking, the Applicant believes the project provides transit options and otherwise complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need.

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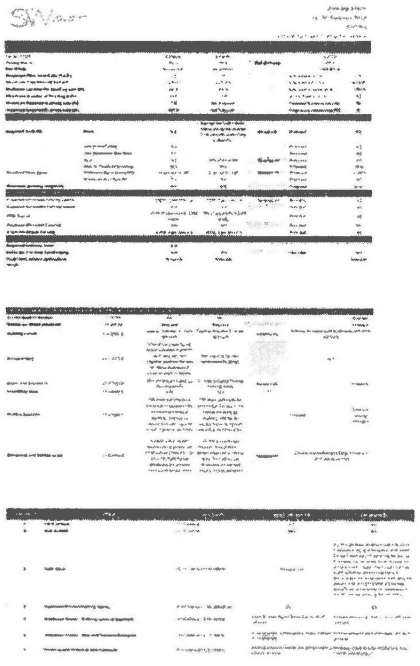

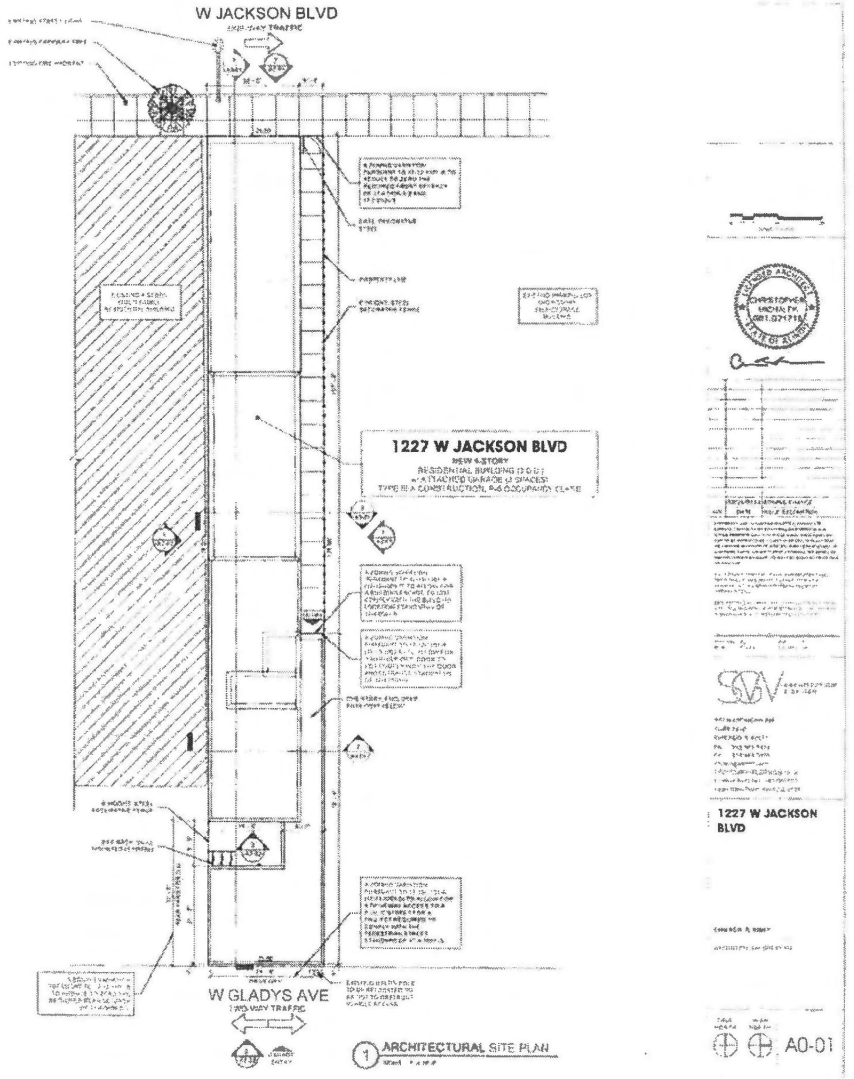

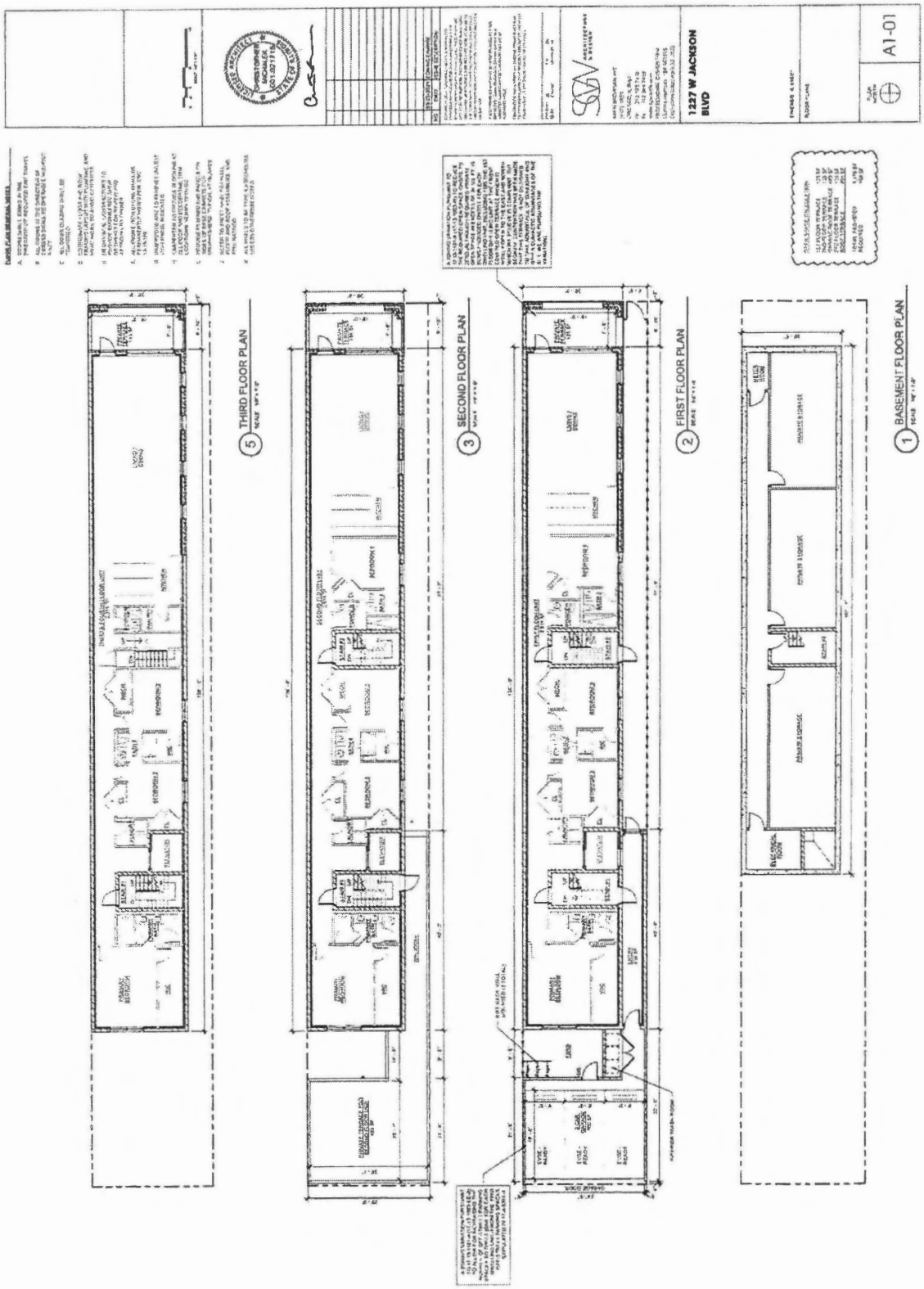
1227 W JACKSON BLVD
A1-01
5 THIRD FLOOR PLAN
3 SECOND FLOOR PLAN
2 FIRST FLOOR PLAN
1 BASEMENT FLOOR PLAN

FINAL FOR PUBLICATION

FINAL FOR PUBLICATION

FINAL FOR PUBLICATION

Reclassification Of Area Shown On Map No. 2-H.
(As Amended)
(Application No. 22204)
(Common Address: 116 -- 138 S. Paulina St.)
[O2023-2283/SO2023-0002192]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 2-H in the area bounded by:

West Adams Street; South Paulina Street; the public alley north of and parallel to West Adams Street; the public alley west of and parallel to South Paulina Street; a line 53.5 feet south of and parallel to West Arcade Place; a line 174.5 feet west of and parallel to South Paulina Street; West Arcade Place; and a line 175.5 feet west of and parallel to South Paulina Street,

to those of the B3-5 Community Shopping District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the B3-5 Community Shopping District symbols and indications as shown on Map Number 2-H in the area bounded by:

West Adams Street; South Paulina Street; the public alley north of and parallel to West Adams Street; the public alley west of and parallel to South Paulina Street; a line 53.5 feet south of and parallel to West Arcade Place; a line 174.5 feet west of and parallel to South Paulina Street; West Arcade Place; and a line 175.5 feet west of and parallel to South Paulina Street,

to those of a Residential-Business Planned Development.

SECTION 3. This ordinance shall be in force and effect from and after its passage and publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number _____ (the "Planned Development" or "P.D.") consists of approximately 41,227 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned by the Applicant, The City Church Fellowship.

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 "Zoning Ordinance"), the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.

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 Chicago Department of Transportation ("CDOT") 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 Plans (defined below).

   Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Department of Planning and Development ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

   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 CDOT'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 CDOT 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 CDOT'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 CDOT'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 CDOT.

4. This plan of development consists of these 18 Statements, a Bulk Regulations and Data Table, and the following exhibits and plans attached hereto prepared by Hutton & Hutton, Architects and Engineers (the "Plans"): an Existing Zoning Map; a Land-Use Map; a Planned Development Boundary and Property Line Map; a Site Plan; a Landscape Plan; a Green Roof Plan; and Building Elevations (North, South, East and West) dated April 18, 2024, submitted herein. 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 Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Residential-Business Planned Development: religious assembly; daycare and school (subject to site plan approval); entertainment and spectator sports (all, except wagering facility); dwelling units above the ground floor (Phases 2 and 3); vacation rental; shared

housing units (Phases 2 and 3); eating and drinking establishments; financial services (excluding payday loan stores and pawn shops); food and beverage retail sales; medical service (Phases 2 and 3); office; personal service; residential support service; general retail sales; and incidental and accessory uses.

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 DPD. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the 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 purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 41,227 square feet and a base FAR of 5.0.

9. Upon review and determination, "Part II review," pursuant to Section 17-13-0610 of the Zoning Ordinance, 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.

   The Plans are hereby approved in their entirety and no further approvals shall be required under this Planned Development or the Zoning Ordinance for the improvements to be undertaken in accordance with the Plans, other than Part II approval (per Section 17-13-0610 of the Zoning Ordinance) and approval of Phases 2 and 3 pursuant to Statement 15.

10. 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 of the Zoning Ordinance. 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 13-32-125 of the Municipal Code, or any other provision of that Code.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance 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.

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. Prior to the Part II approval (Section 17-13-0610 of the Zoning Ordinance) for any building in Phases 2 or 3, the Applicant shall submit a site plan, landscape plan and building elevations for the specific Phase(s) for review and approval in accordance with the Site Plan Review provisions of Section 17-13-0800 of the Zoning Ordinance (such a review of a Phase of this P.D., a "Subarea Site Plan Approval"; a Phase for purposes of such a review, a "Subarea"). Review and approval by DPD and review by the Chicago Plan Commission for a courtesy presentation and comment is intended to assure that specific development components substantially conform with the Planned Development 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.

    Provided the Site Plan Submittal required hereunder is in general conformance with this Planned Development and the Design Guidelines, and provided Applicant has timely provided all Site Plan Submittals, the Commissioner of DPD (the "Commissioner") shall issue such site plan approval and the Plan Commission shall conduct its review hearing of the Site Plan Submittal. Following approval of a Site Plan Submittal by the Commissioner, the approved plan shall be kept on

permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development.

After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 12. 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);

-- location and dimensions of all parking spaces and loading berths;

-- fully-dimensioned building elevations;

-- building sections of the improvements;

-- building materials list;

-- fully-dimensioned landscape plan(s);

-- statistical information applicable to the subject Subarea, including floor area, the applicable floor area ratio, uses to be established, floor area devoted to all uses; building heights and setbacks;

-- if requested by DPD, a School Impact Study may be required with a future site plan submittal; and

-- an approved Site Plan by CDOT (as provided in Statement 3), Fire Prevention Bureau, Mayor's Office for People with Disabilities, and the Building Departments Division of Stormwater Management.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design,

engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the Applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderperson 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.

17. The Applicant acknowledges and agrees that the rezoning of the Property from the C1-3 Neighborhood Commercial District to the B3-5 Community Shopping District and then to this Residential-Business Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "community preservation area" within the meaning of the ARO and permits the construction of 76 dwelling units. The Applicant intends to construct a 76-unit rental building (the "Project").

    Developers of rental projects in community preservation areas with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be

accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 15.2 affordable units (20 percent of 76) and half of those affordable units are Required Units. Pursuant to subsection (T) of the ARO, the Applicant must either pay a fractional in lieu fee or provide an additional unit on-site or off-site to satisfy the fractional obligation. The Applicant has agreed to satisfy its affordable housing obligation by providing 15 affordable units within the rental building to be constructed in the P.D. and making a payment to the Affordable Housing Opportunity Fund in lieu of the establishment of 0.2 affordable units in the amount of $155,344 per unit for a total payment of $31,068.80, as set forth in the Affordable Housing Profile (the "AHP") attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 5 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 1 of the 5 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement (the "IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 17, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Zoning Administrator of DPD shall initiate a zoning map amendment to rezone the Property to B3-5 Community Shopping District.

[Boundary and Property Line Map; Existing Land-Use Map; Phasing Plan; Composite Site Plan; Landscape Plans; Exterior Elevations; Perspectives; and Signage referred to in these Plan of Development Statements printed on pages 12260 through 12275 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	55,427
Area of Public Rights-of-Way (square feet):	14,200
Net Site Area (square feet):	41,227
Maximum Floor Area Ratio:	5.0
Maximum Number of Dwelling Units:	76
Minimum Parking Spaces:	0
Minimum Bicycle Parking:	76
Minimum Loading Berths:	1
Maximum Building Height:	184 feet
Minimum Setbacks:	In accordance with plans

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ARO Intake Application

1 2 3 4 5 6 7 8

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirely online at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874.

The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in Section 2-44-105 of the City's Municipal Code.

PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in Article 5.1.2 of the ARO Rules, and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for download here. The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.

If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency.

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.

The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name * The City Church Fellowship

Applicant Contact Person * Kent Munsey

Applicant Email * pkm@citychurchchicago.com

Applicant Phone * (312) 243-0930

Applicant Address * 777 North Green Street

Attorney Name * Katie Jahnke Dale

Attorney Email * katie.dale@dlapiper.com

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ARO Intake Application

1 2 3 4 5 6 7 8

Development Information

Development Address:

From *	To	Direction *	Street Name *
116	138	S	PAULINA

Zip Code *	Ward *	ARO Zone *
606123224	27	ARO Community Pre

Development Name *	If you are working with a Planner at the City, what is his/her/their name?
City Church	Fernando Espinoza

Zoning Application Number (if applicable)	Council Introduction Date *
22204	6/21/2023

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

○ Yes ◉ No

ARO Trigger *	Development Type *
Zoning Entitlement	Rental

Total Units *

76

Is your Project in a Transit Served Location? *

Not TSL – or FAR doesn't exceed 3.5.

Estimated date marketing will begin *

2/5/2029

Estimated date of building permit (in-lieu fee, $5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

3/5/2029

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Contact Info

info@cityofchicago.org

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ARO Intake Application

ARO Requirements

ARO Option

- ◉ 20% at 60% average AMI
- ○ 16% at 50% average AMI
- ○ 13% at 40% AMI
- ○ 10% at 30% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
15.2	4	8

Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
15	0	0.2

In-Lieu Amount Owed *	On-Site Units To CLIHTF or CHA *
$31,068.80	0

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Previous Next

THIS IS A PRELIMINARILY APPROVED AHP, WHICH WILL BE REVISED WHEN FURTHER PROJECT DETAILS ARE DETERMINED.

Ricardo Lopez, DOH ARO Project Manager

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City of Chicago

Contact Info
info@cityofchicago.org

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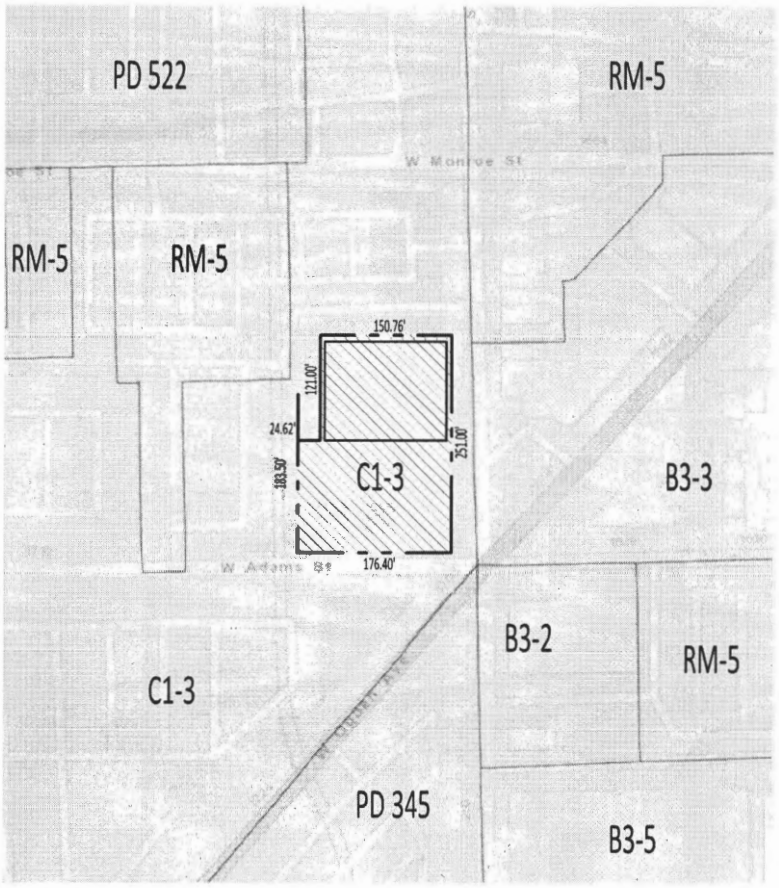

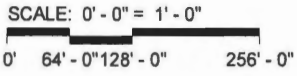

PD BOUNDARY & PROPERTY LINE

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 0[illegible]/18/2023

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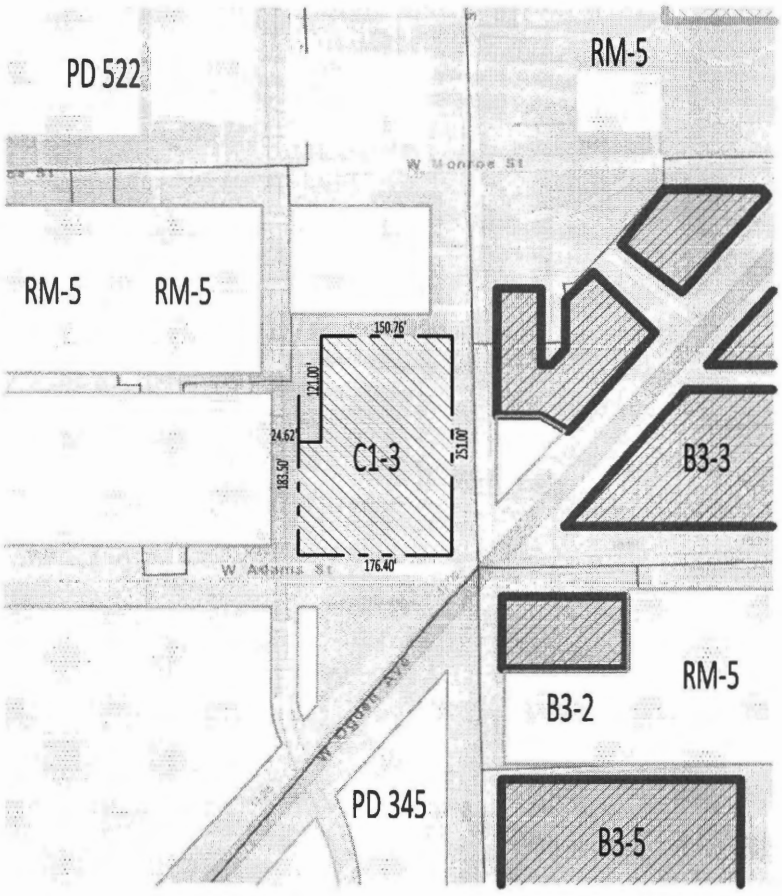

EXISTING LAND USE LEGEND	
	COMMERCIAL
	PARKING
	RESIDENTAL
	PROPERTY SITE

SCALE: 0' - 0" = 1' - 0"

0' 64' - 0" 128' - 0" 256' - 0"

EXISTING LAND USE

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

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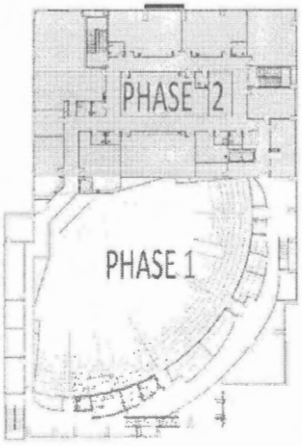
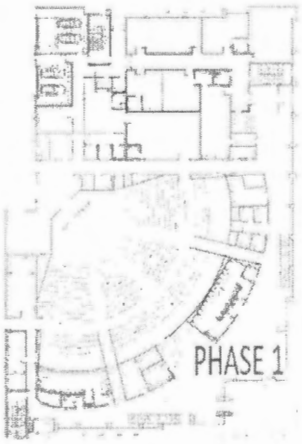
THIRD FLOOR



SECOND FLOOR

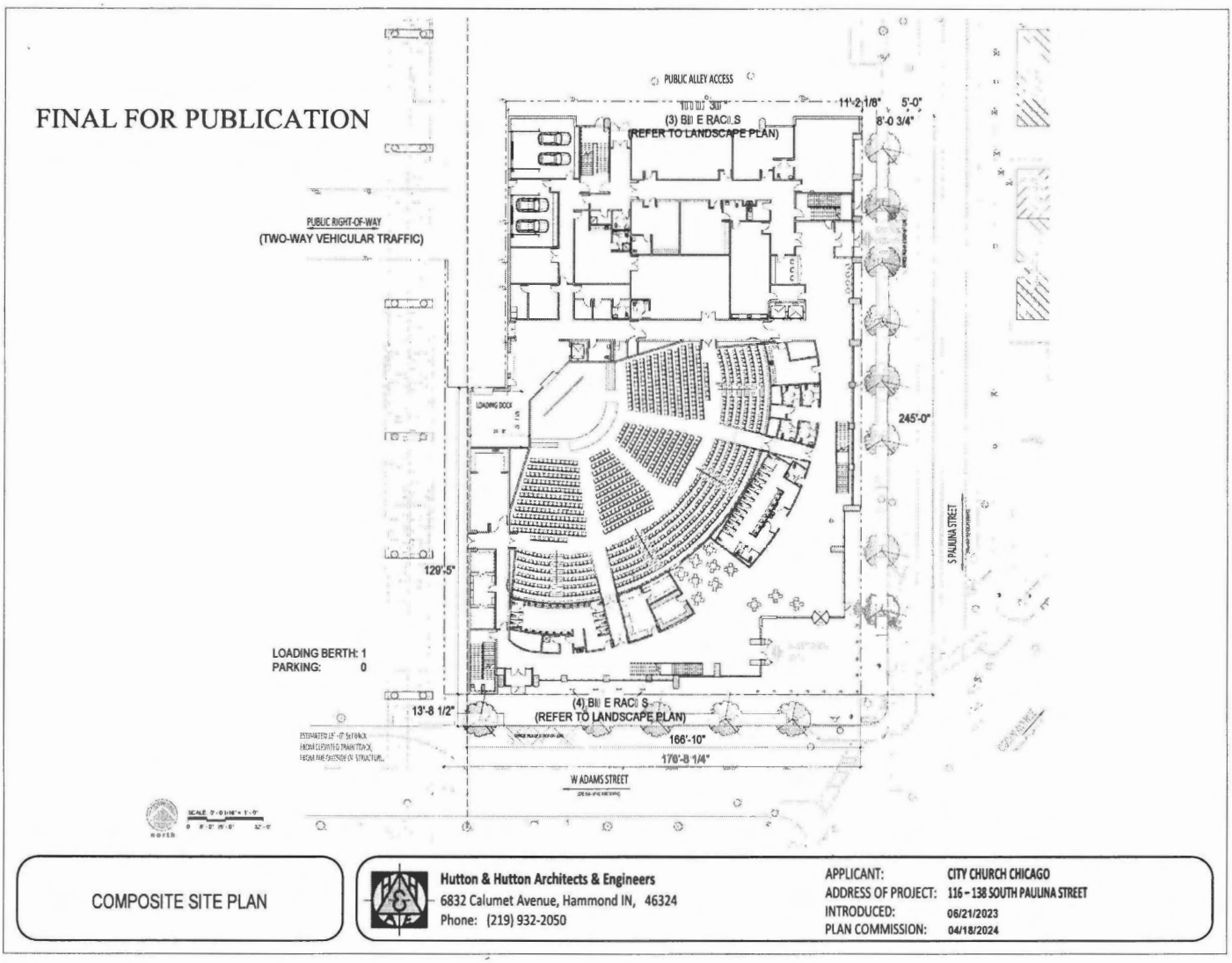


GROUND (FIRST) FLOOR

PHASING PLAN

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024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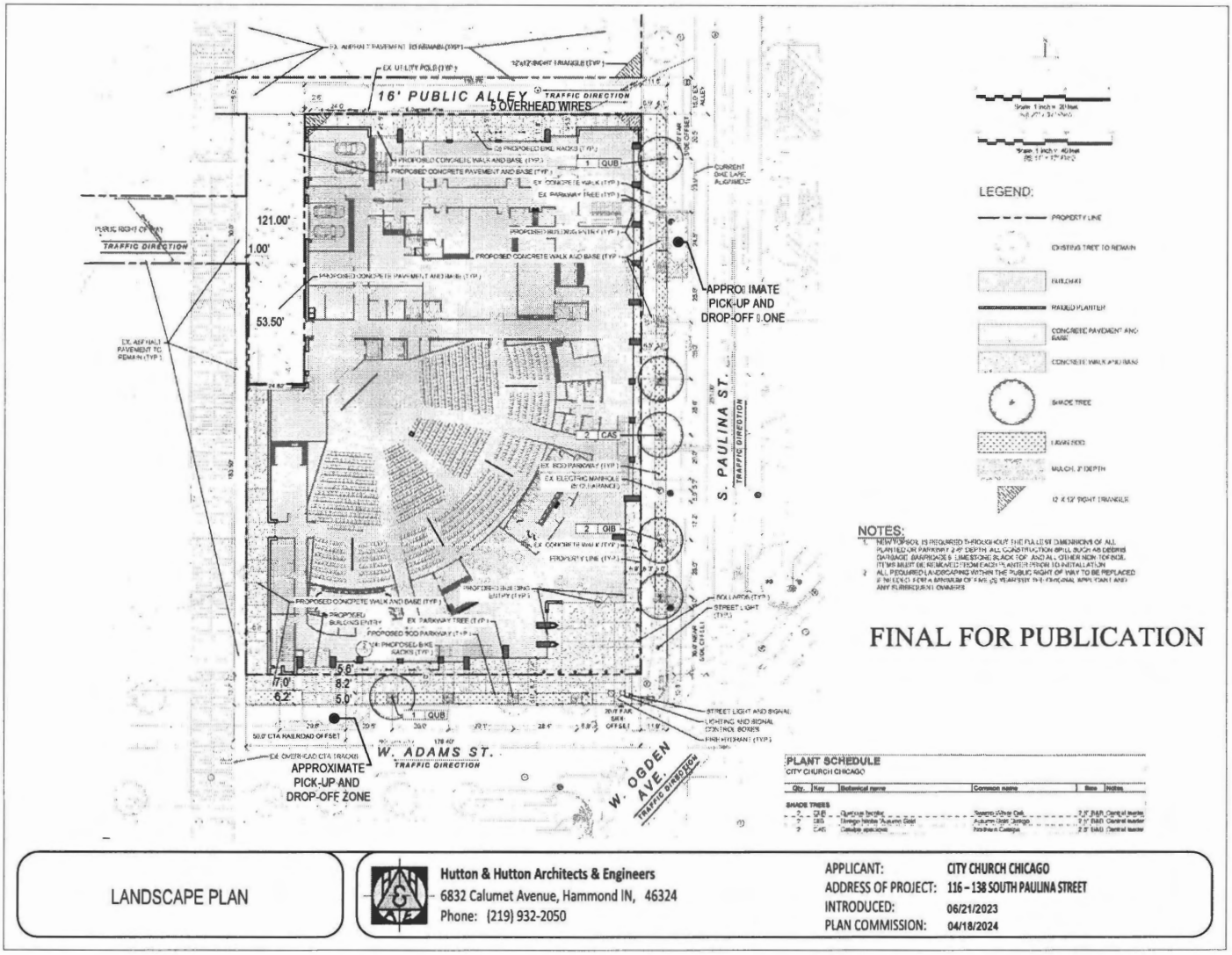
PUBLIC ALLEY ACCESS
(3) BIKE RACKS
(REFER TO LANDSCAPE PLAN)
11'-2 1/8"
5'-0"
8'-0 3/4"
PUBLIC RIGHT-OF-WAY
(TWO-WAY VEHICULAR TRAFFIC)
LOADING DOCK
245'-0"
S PAULINA STREET
129'-5"
LOADING BERTH: 1
PARKING: 0
13'-8 1/2"
(4) BIKE RACKS
(REFER TO LANDSCAPE PLAN)
166'-10"
170'-8 1/4"
W ADAMS STREET
COMPOSITE SITE PLAN
Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050
APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 - 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024



PLANT SCHEDULE
CITY CHURCH CHICAGO

Qty.	Key	Botanical name	Common name	Size	Notes
SHADE TREES					
2	QUB	Quercus bicolor	Swamp White Oak	2.5" B&B	Central leader
7	GKS	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	2.5" B&B	Central leader
2	CAS	Catalpa speciosa	Northern Catalpa	2.5" B&B	Central leader

LANDSCAPE PLAN

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

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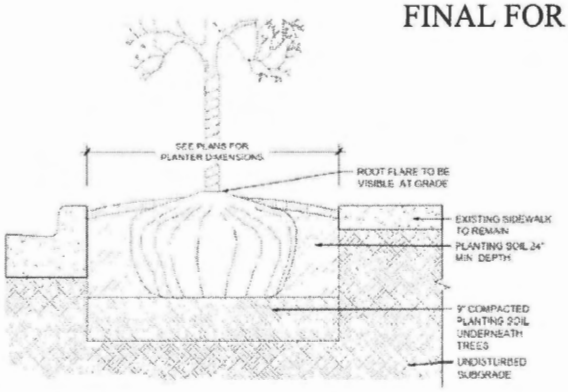

1 CONTINUOUS TREE PARKWAY DETAIL
SCALE: NTS



2 BIKE RACK DETAIL
SCALE: NTS

LANDSCAPE PLAN

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT:	CITY CHURCH CHICAGO
ADDRESS OF PROJECT:	116 – 138 SOUTH PAULINA STREET
INTRODUCED:	06/21/2023
PLAN COMMISSION:	04/18/2024

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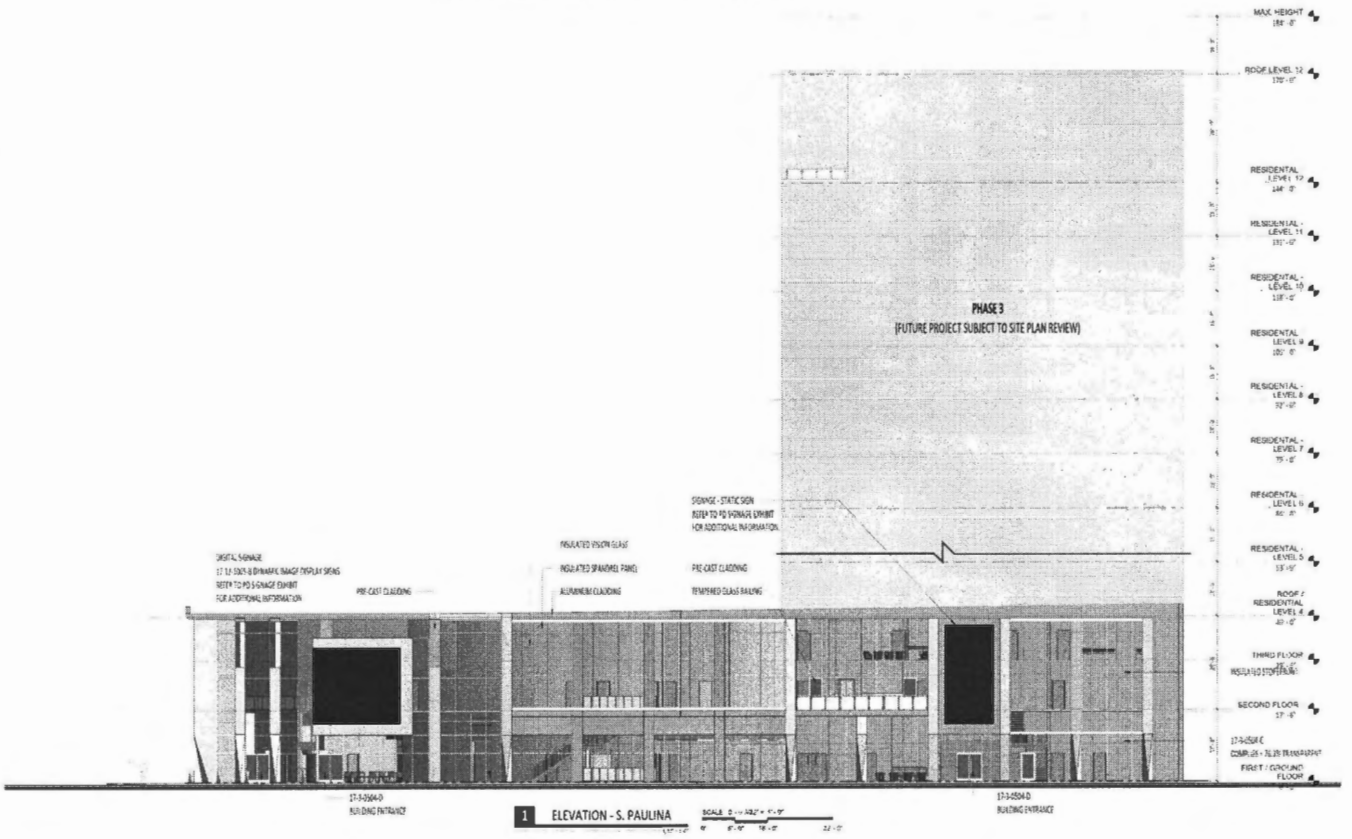

EXTERIOR ELEVATIONS

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

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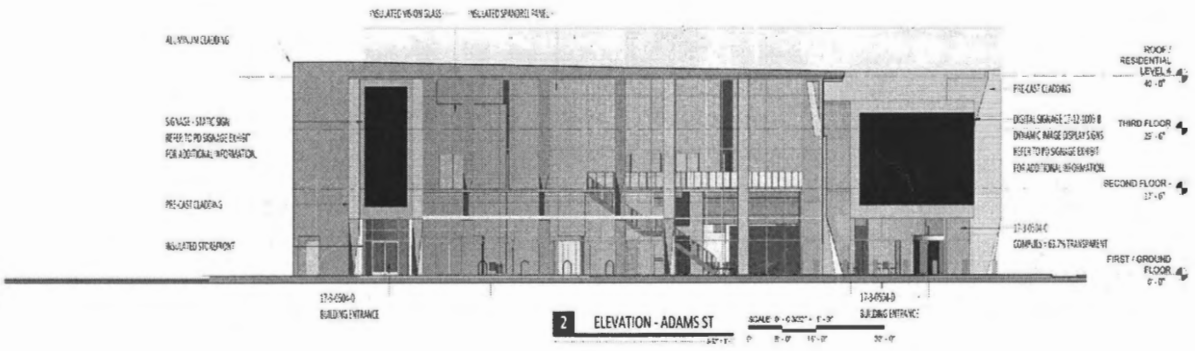
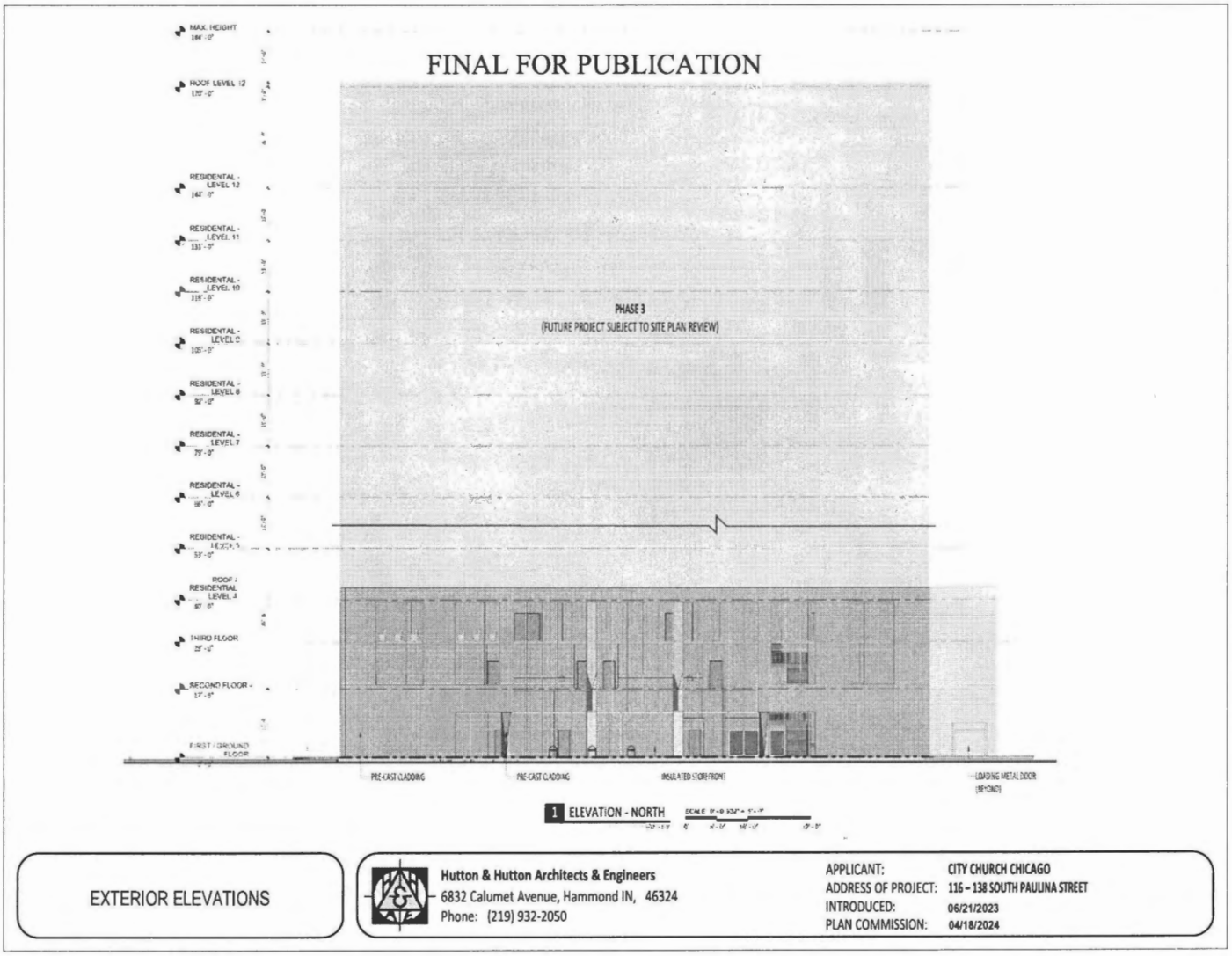


2 ELEVATION - ADAMS ST

EXTERIOR ELEVATIONS

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 - 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

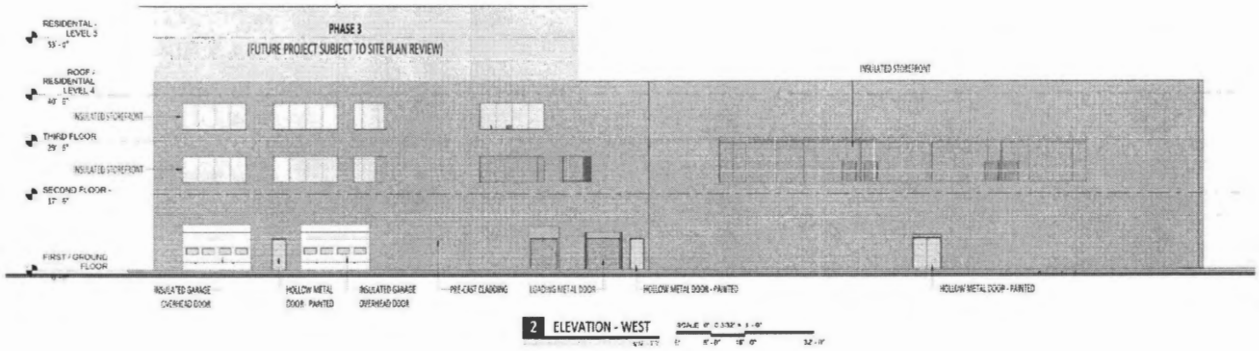


EXTERIOR ELEVATIONS

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

FINAL FOR PUBLICATION



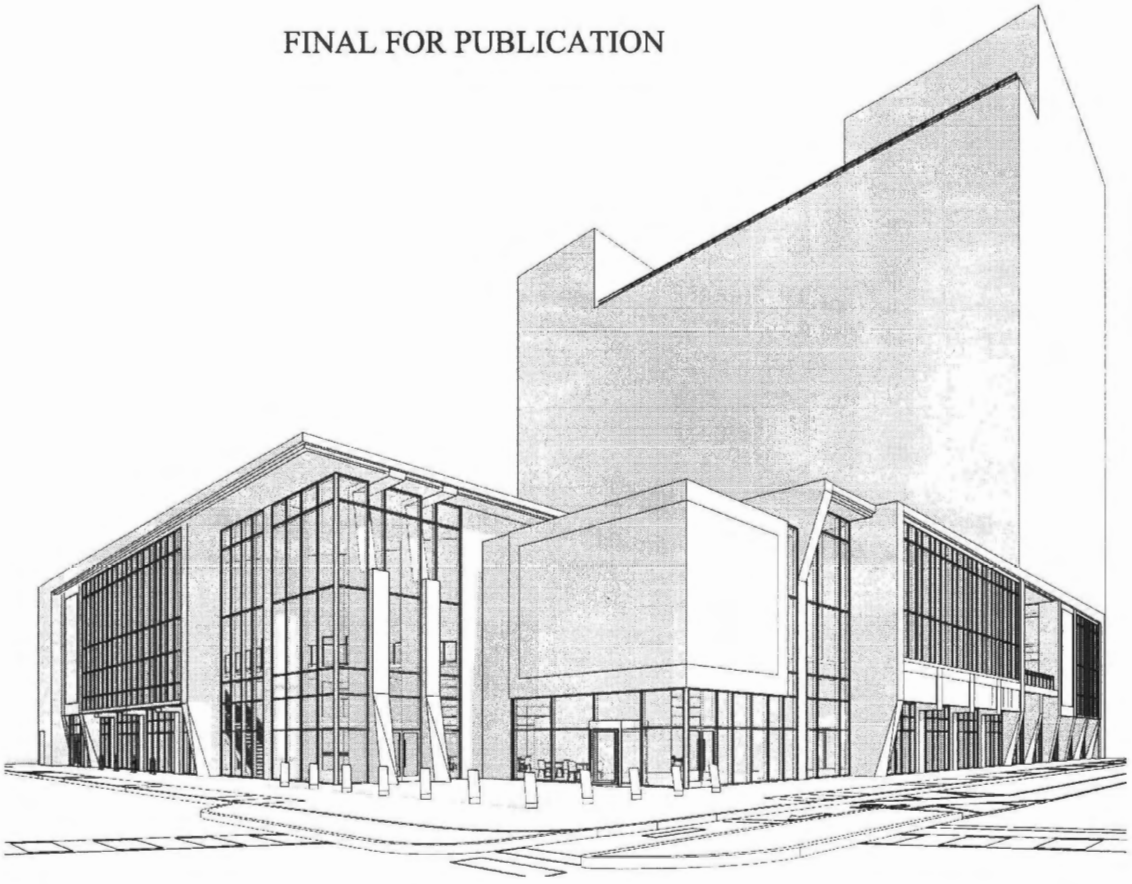
2 ELEVATION - WEST

EXTERIOR ELEVATIONS

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

FINAL FOR PUBLICATION



PERSPECTIVE - ODGEN AVE.

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
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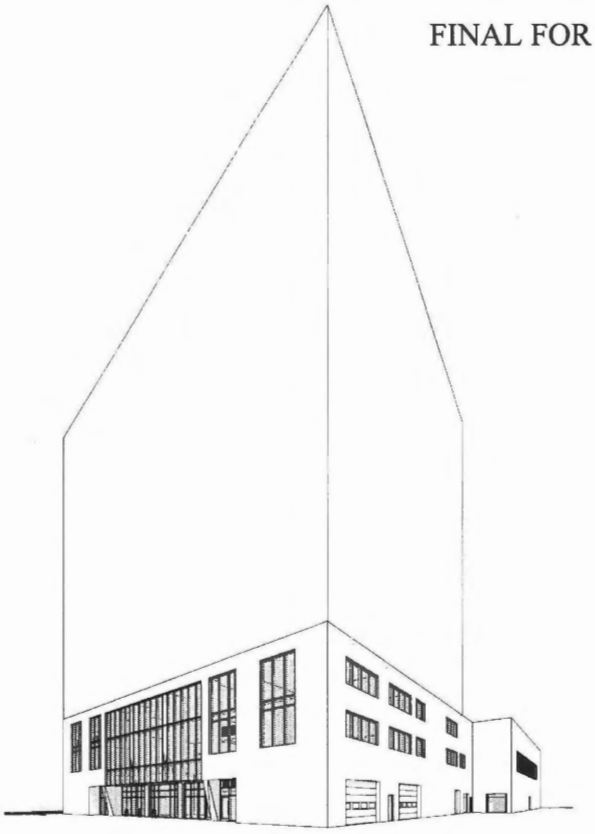

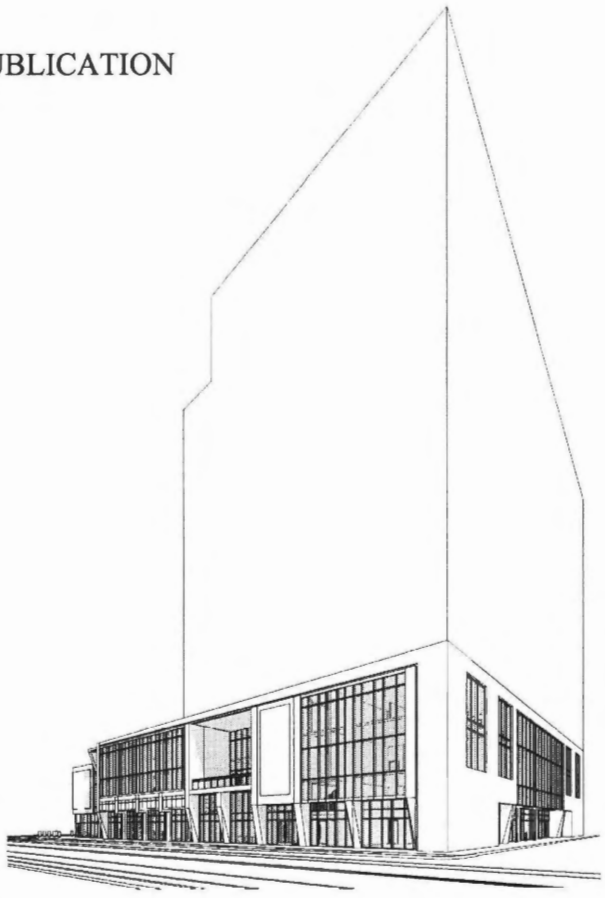

PERSPECTIVES - SE & SW

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
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PERSPECTIVE - NW

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

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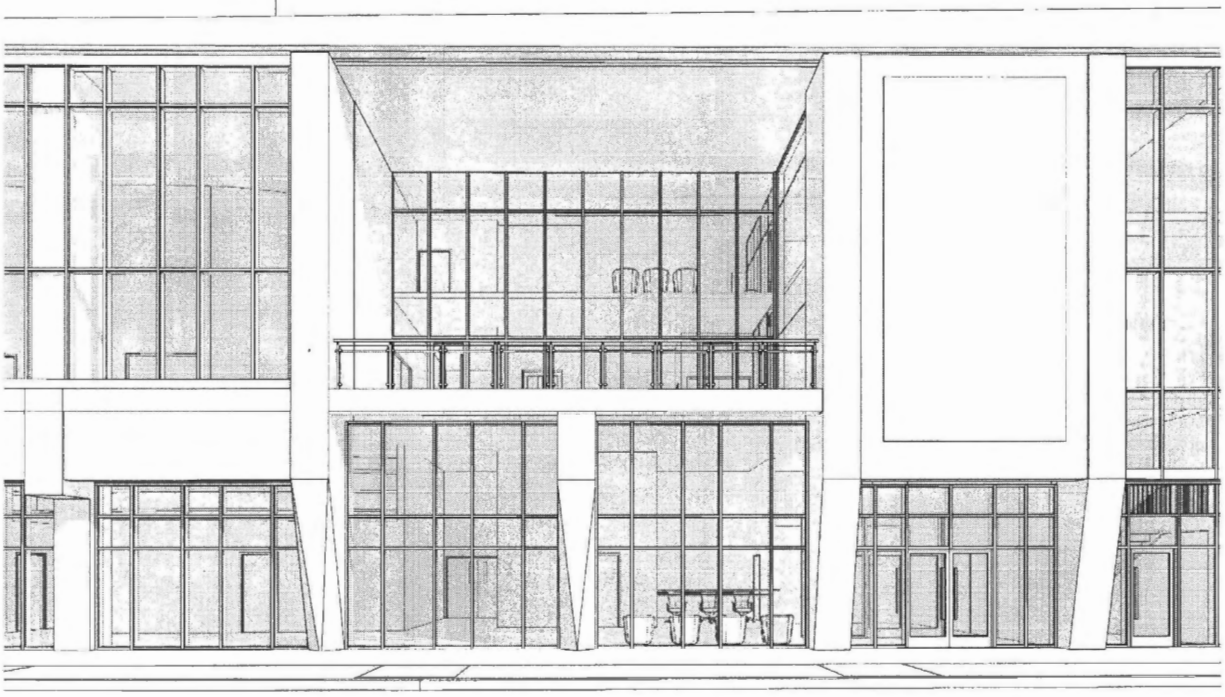

PERSPECTIVE

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
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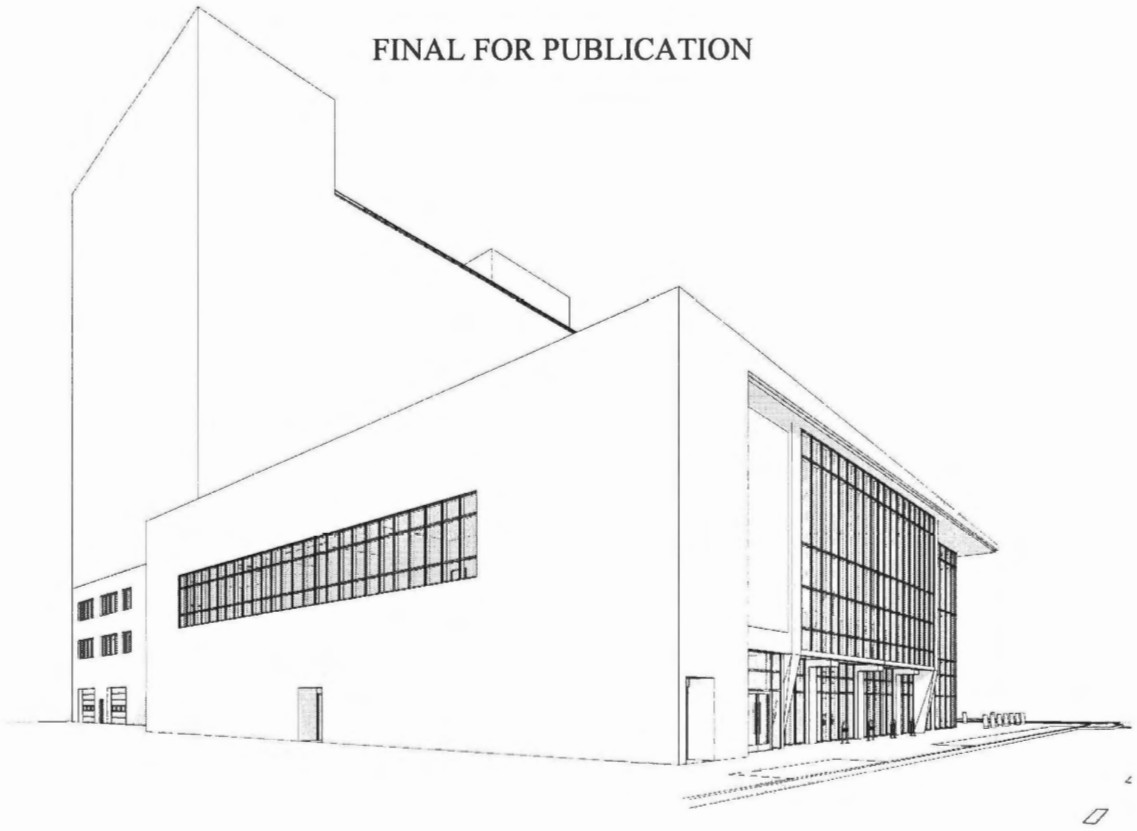

PERSPECTIVE

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6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

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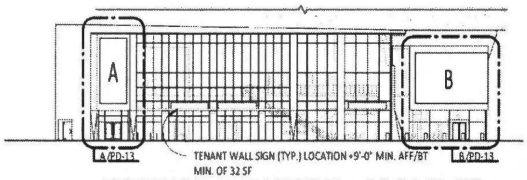
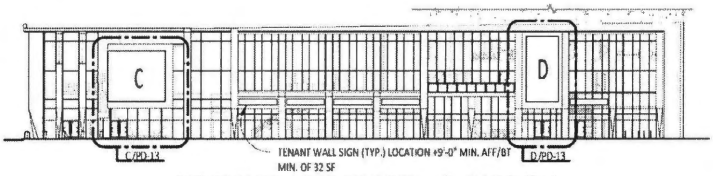


EXTERIOR ELEVATION - ADAMS ST



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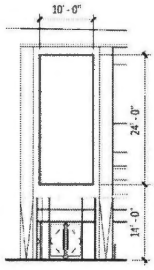
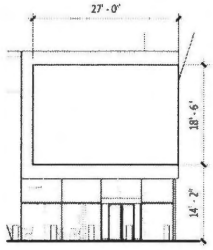


A STATIC SIGN 'A'

1/16" = 1'-0"



B DIGITAL SIGN 'B'

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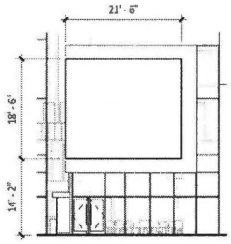
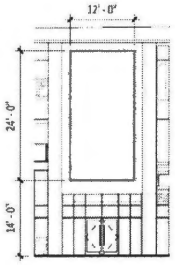


C DIGITAL SIGN 'C'

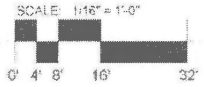
1/16" = 1'-0"



D STATIC SIGN 'D'

1/16" = 1'-0"

FINAL FOR PUBLICATION



SIGNAGE

Hutton & Hutton Architects & Engineers
6832 Calumet Avenue, Hammond IN, 46324
Phone: (219) 932-2050

APPLICANT: CITY CHURCH CHICAGO
ADDRESS OF PROJECT: 116 – 138 SOUTH PAULINA STREET
INTRODUCED: 06/21/2023
PLAN COMMISSION: 04/18/2024

Reclassification Of Area Shown On Map No. 2-I.
(Application No. 22405)
(Common Address: 2421 W. Lexington St.)

[O2024-0008873]

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 RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 2-I in the area bounded by:

West Lexington Street; a line 186.60 feet west of and parallel to South Western Avenue; the public alley next south of and parallel to West Lexington Street; and a line 211.60 feet west of and parallel to South Western Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 2-M.
(As Amended)
(Application No. 22373)
(Common Address: 5730 -- 5736 W. Roosevelt Rd.)

[SO2024-0008371]

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 M2-2 Light Industry District and Institutional Planned Development 933 symbols as shown on Map Number 2-M in the area generally bounded by:

a line 641.03 feet north of and parallel with West Roosevelt Road; a line 642.01 feet east of and parallel with South Menard Avenue; West Roosevelt Road; and a line described as follows: beginning at a point along West Roosevelt Road and 207.00 feet east of South Menard Avenue; thence 306.25 feet to a point of tangency; thence northeasterly on a curved line convex to the northwest, the radius of which curved line is 313.67 feet, a distance of 158.27 feet to a point of reverse curve; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 453.85 feet, a distance of 69.77 feet to a point of tangency; thence northeasterly on a straight line tangent to

said last described curved line, a distance of 53.25 feet to a point of tangency; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 438.40 feet, a distance of 101.32 feet to a point in the north line of the south 674.00 feet of the southeast quarter of the southeast quarter of Section 17, aforesaid, which point is 2.67 feet west of the east line of the west quarter of the southeast quarter of the southeast quarter of Section 17, aforesaid, said point being also 307.50 feet east of South Menard Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District and corresponding use district, which is hereby established in the area above described.

SECTION 2. 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-M in the area generally bounded by:

a line 641.03 feet north of and parallel with West Roosevelt Road; a line 645.01 feet east of and parallel with the east right-of-way line of South Menard Avenue; West Roosevelt Road; and a line described as follows: beginning at a point on the south line of said Section 17, said south line being the centerline of West Roosevelt Road, 234 feet east of the west line of the southeast quarter of the southeast quarter of said Section 17, said west line being a line drawn 27.00 feet (as measured perpendicularly) west of and parallel with the east right-of-way line of South Menard Avenue; thence north on a line parallel with the west line of said quarter section, 306.25 feet to a point of tangency; thence northeasterly on a curved line convex to the northwest, the radius of which curved line is 313.67 feet, a distance of 158.27 feet to a point of reverse curve; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 453.85 feet, a distance of 69.77 feet to a point of tangency; thence northeasterly on a straight line of tangent to said last described curved line, a distance of 53.25 feet to a point of tangency; thence northeasterly on a curved line convex the southeast, the radius of which curved line is 438.40 feet, a distance of 101.32 feet to a point in the north line of the south 674 feet of said Section 17, which is 2.67 feet west of the east line of the west quarter of the southeast quarter of the southeast quarter of Section 17, aforesaid, said east line being a line drawn 307.50 feet east of and parallel with the east line on South Menard Avenue,

to those of an Institutional Planned Development Number 933, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the plan of development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development No. 933, As Amended.

Planned Development Statements.

1. The area delineated herein as Institutional Planned Development Number 933 ("Planned Development") consists of approximately 260,312 square feet of net site area together with certain portions of adjacent rights-of-way, which are depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by UHS of Hartgrove, Inc. (the "Applicant").

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 ("CDOT") on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Department of Planning and Development ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

4. This plan of development consists of these 12 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; Planned Development Boundary and Property Line Map; Right-of-Way Adjustment Map; Land-Use Plan; Aerial Map; and Site Plan prepared by Mackie Consultants; Architectural Site, Floor, and Phasing Plans (3 sheets) and Building Elevations (2 sheets) prepared by Stengel-Hill Architects; Landscape Plans (4 sheets); Roof Plan (1 sheet); and Tree Preservation Plans (3 sheets) prepared by Trippiedi Design. Full-sized copies of the Site Plans, Landscape Plans and Building Elevations are on file with DPD. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies

the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development: hospital; medical service; professional offices (except those more specifically regulated); health services; school; food service; assembly; recreational; accessory parking and other related and accessory hospital uses, utilities and services (minor); wireless communication facilities (co-located); retail sales.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 260,312 square feet and a base FAR of 2.2.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. 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. 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.

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: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, 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.

16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a Zoning Map Amendment to rezone the Property to the M2-2 Light Industry District and Institutional Planned Development 933.

[Existing Zoning Map; Existing Land-Use Map; Boundary Map; Right-of-Way Adjustment Map; Aerial Map; Generalized Land-Use Plan; Site Plan; Phasing Plan; Composite First Floor Demolition Plan; Composite First Floor Plan; South and East Building Elevations; Tree Preservation Plan -- South and North Sites; Tree Protection Barrier; Landscape Plan -- South and North Sites; Green Roof Landscape Plan; Landscape Schedules, Parking Lot Data and Notes; and Landscape Details referred to in these Plan of Development Statements printed on pages 12282 through 12300 of this *Journal*.]

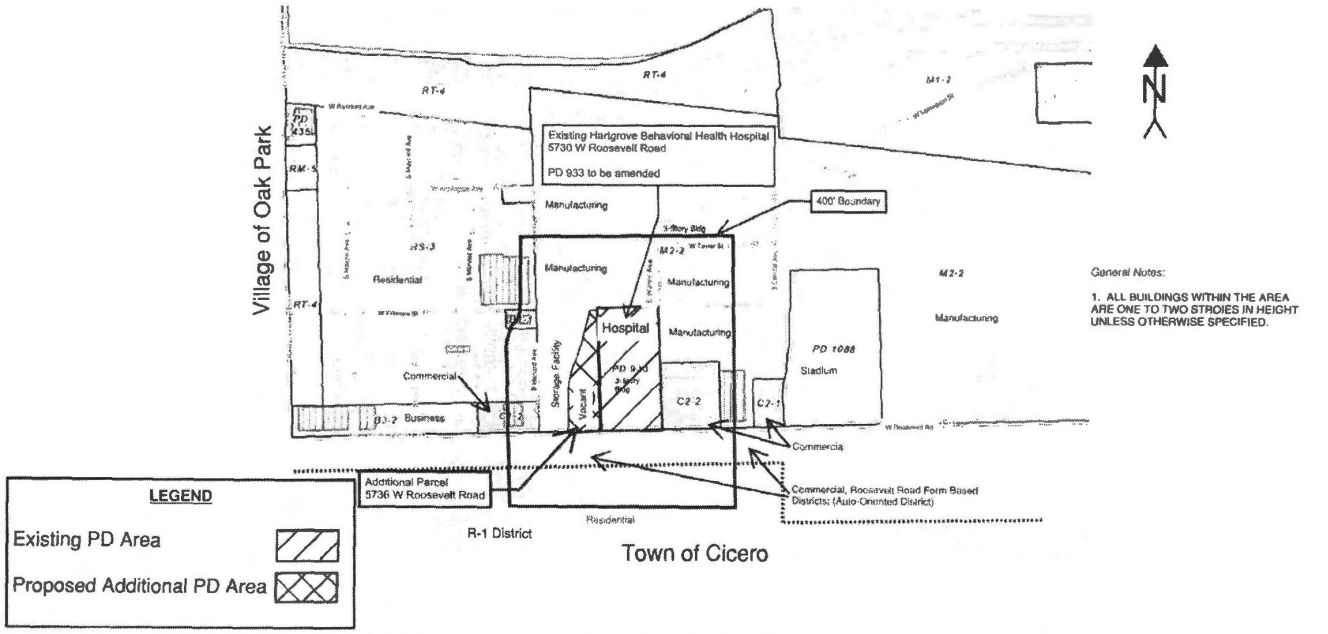
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development No. 933, As Amended.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	284,160
Area of Public Rights-of-Way (square feet):	23,848
Net Site Area (square feet):	260,312
Maximum Floor Area Ratio:	2.2
Maximum Dwelling Units:	0
Minimum Off-Street Parking Spaces (passenger vehicles):	150
Minimum Off-Street Loading Spaces:	1
Maximum Building Height -- Existing Building:	45 feet, 10 inches
Maximum Building Height -- Proposed Building Addition:	14 feet, 5 inches
Minimum Setbacks:	Per the approved site plan

Final for Publication

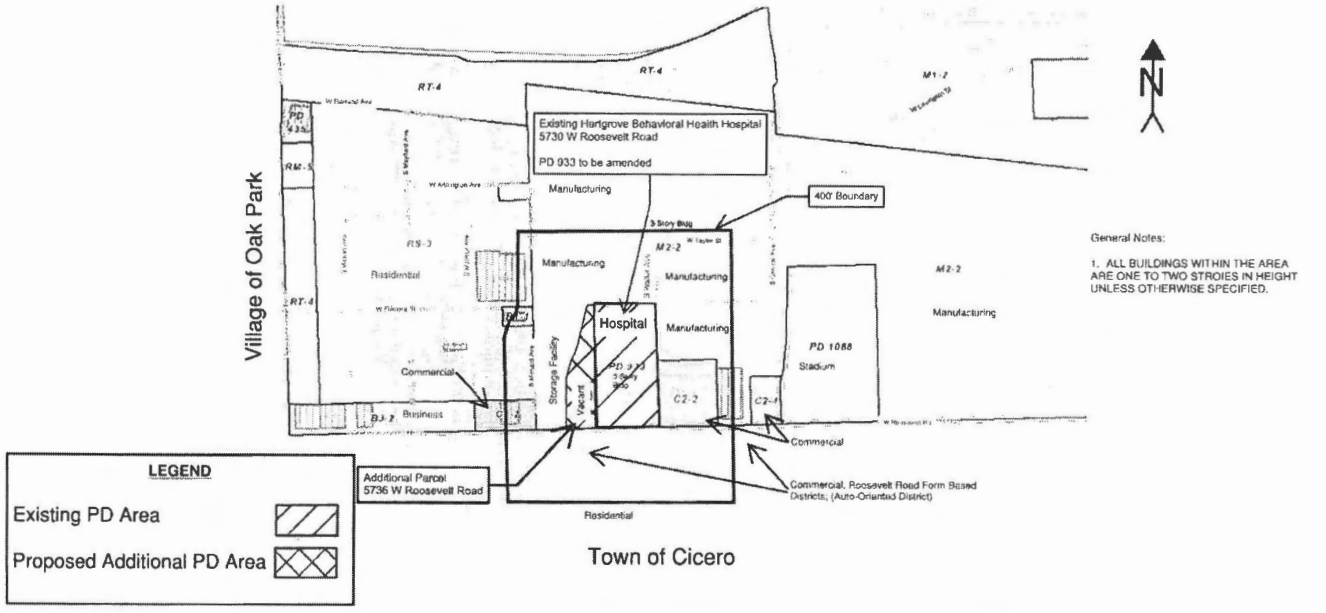


Applicant: UHS of Hartgrove, Inc. DBA Hartgrove Behavioral Health System

Address: 5730/5736 W Roosevelt Road

Prepared by: Mackie Consultants LLC, 9575 W Higgins Road Suite 500
Rosemont IL, 60018
Phone: 847-696-1400
Email: tbuehler@mackieconsult.com
Date: April 24, 2023

Final for Publication



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Address: 5730/5736 West Roosevelt Road

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Rosemont IL, 60018
Phone: 847-696-1400
Email: tbuehler@mackieconsult.com
Date: April 24, 2023

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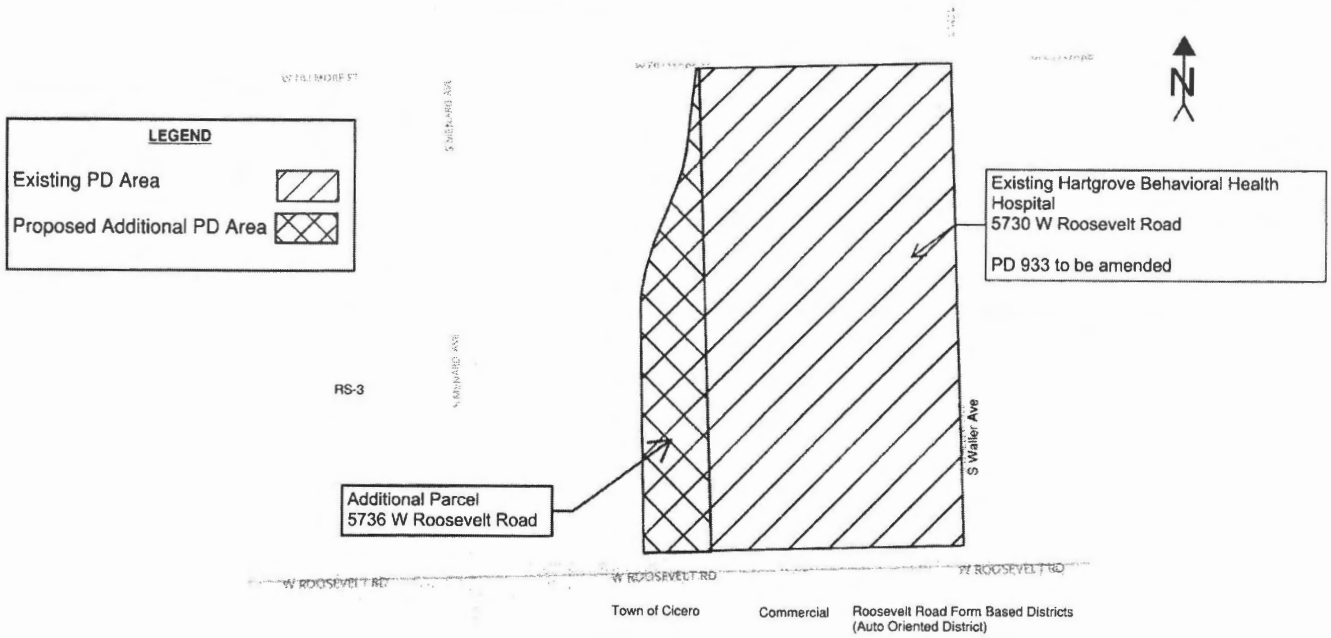

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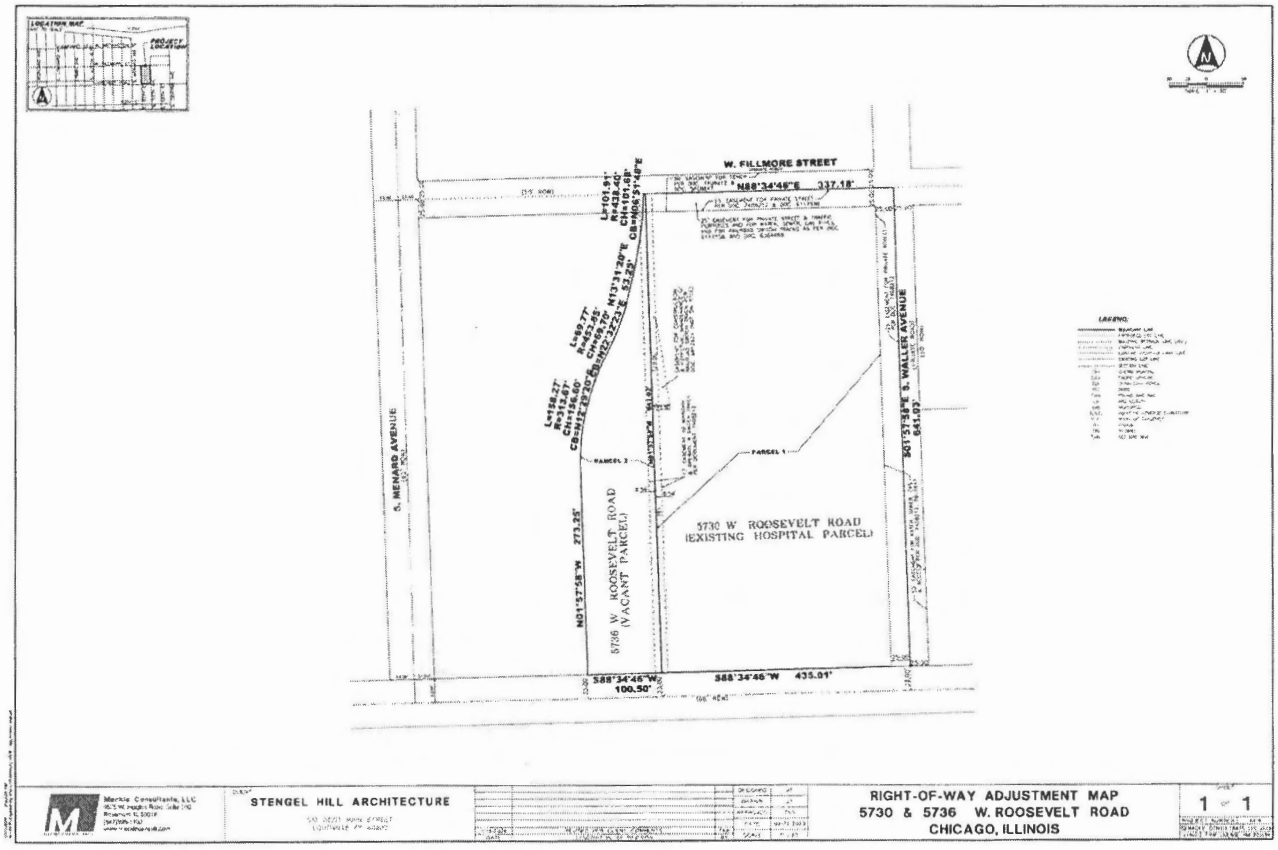

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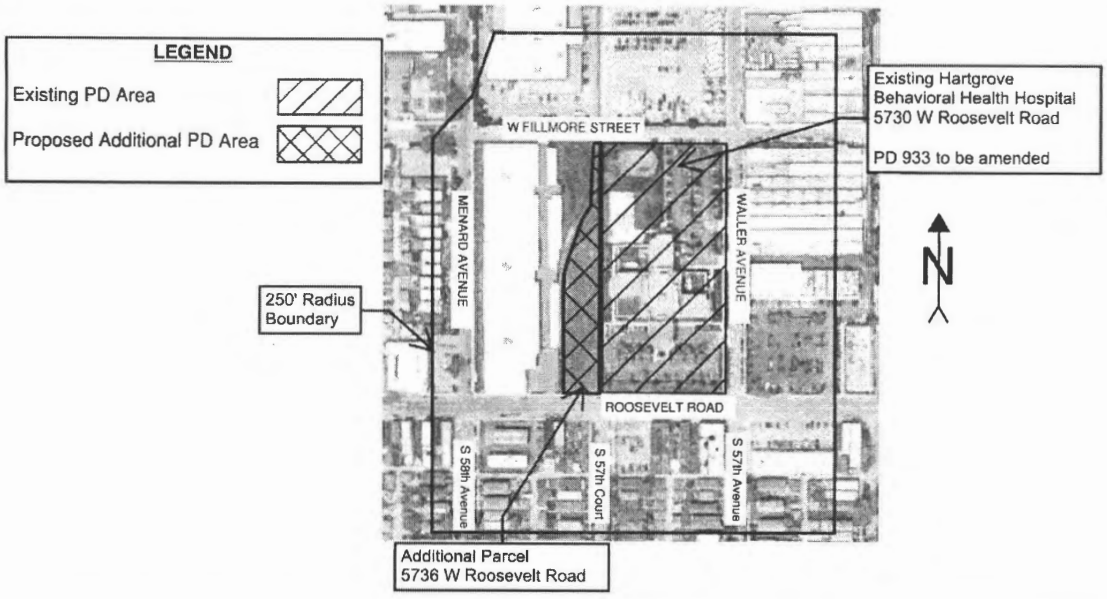

Applicant: UHS of Hartgrove, Inc. DBA Hartgrove Behavioral Health System

Address: 5736 West Roosevelt Road

Prepared by: Mackie Consultants LLC, 9575 W Higgins Road Suite 500
Rosemont IL, 60018
Phone: 847-696-1400
email: tbuchler@mackieconsult.com
Date: April 24, 2023

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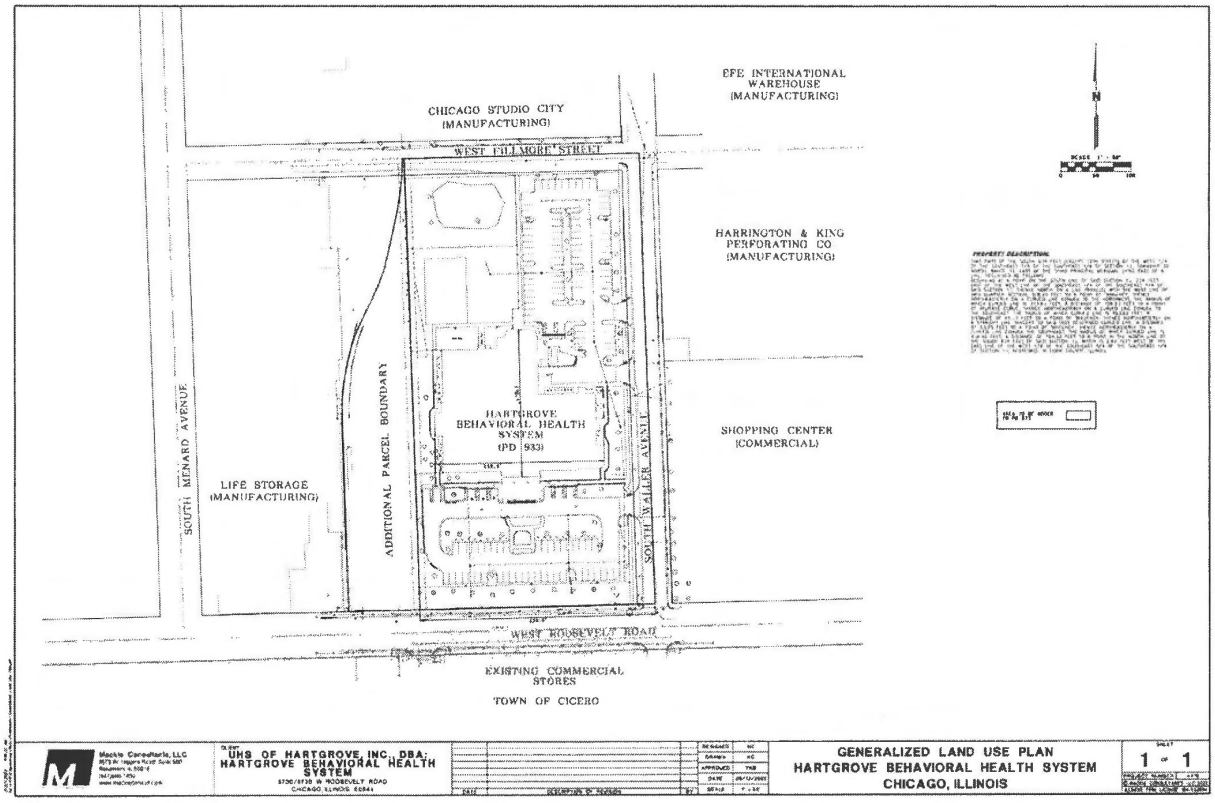

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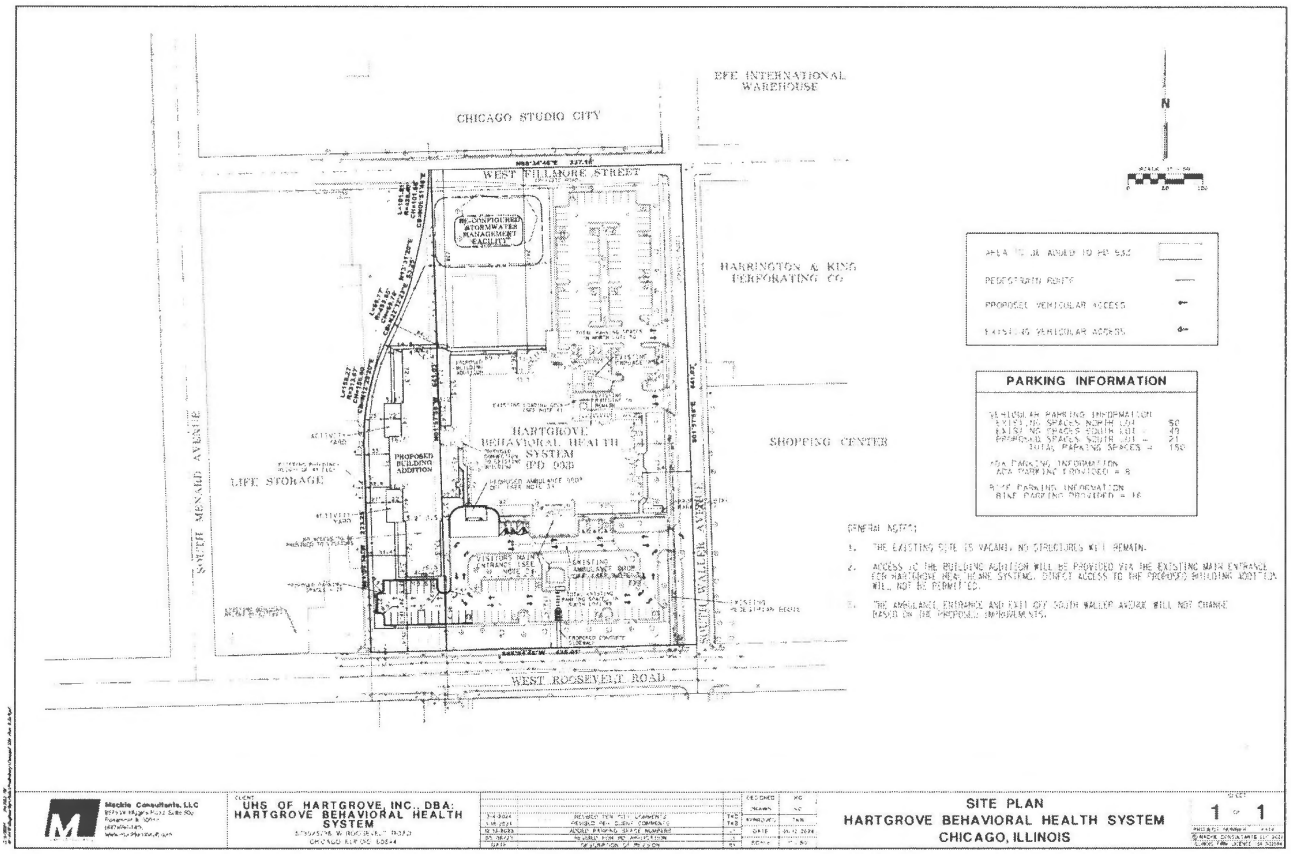

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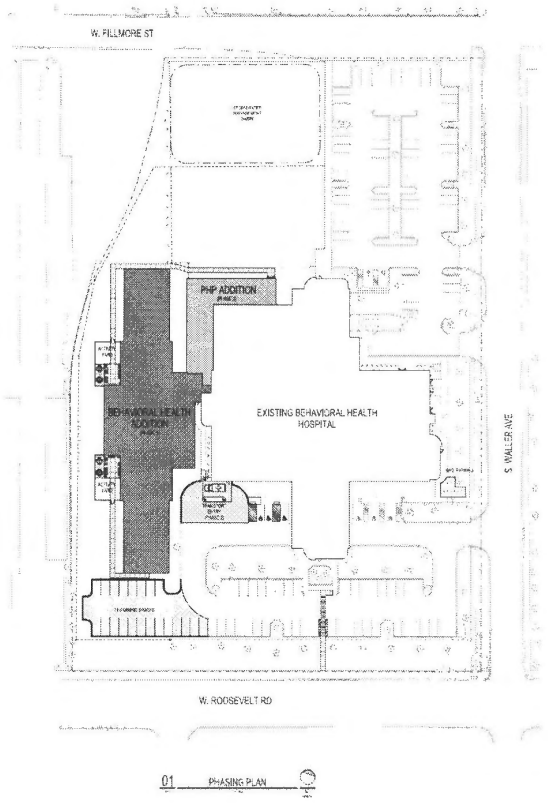


01 PHASING PLAN

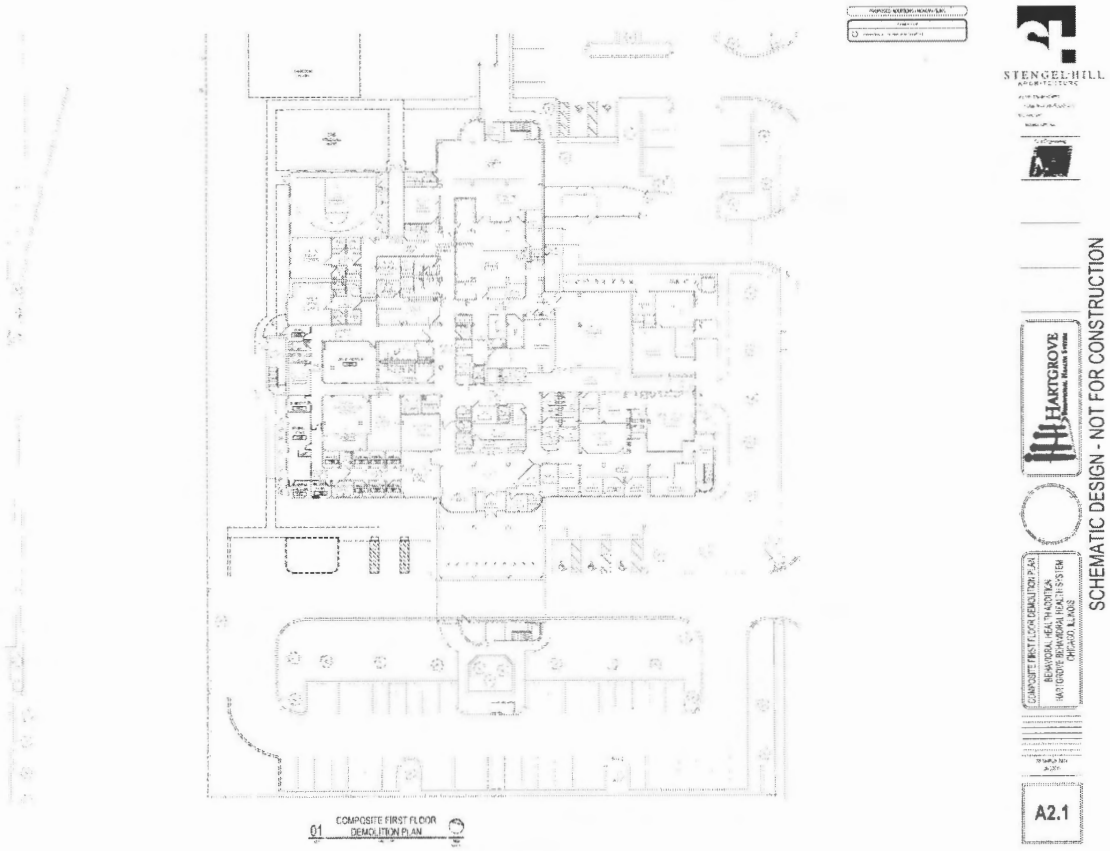
STENGEL HILL

HARTGROVE

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

A1.1

FINAL FOR PUBLICATION



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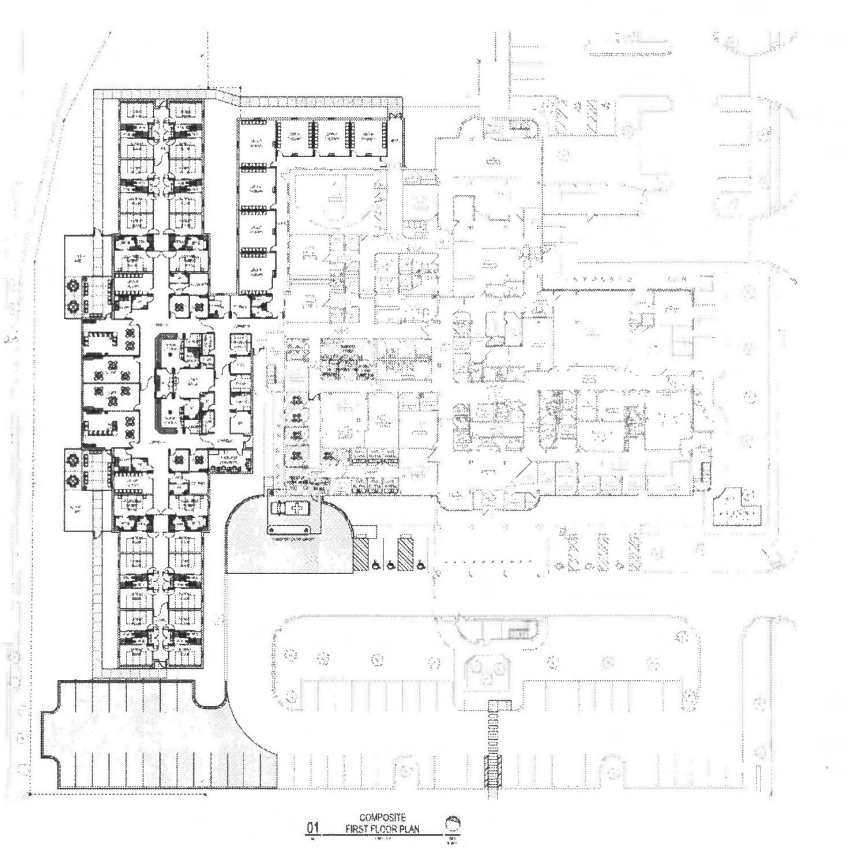


01 COMPOSITE FIRST FLOOR PLAN

STENGEL HILL ARCHITECTURE

HARTGROVE

COMPOSITE FIRST FLOOR PLAN
BEHAVIORAL HEALTH ADDITION
HARTGROVE BEHAVIORAL HEALTH SYSTEM
CHICAGO, ILLINOIS

SCHEMATIC DESIGN - NOT FOR CONSTRUCTION

A4.1

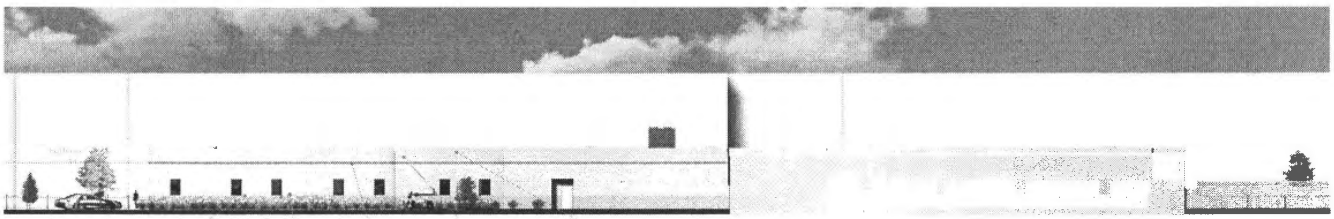
FINAL FOR PUBLICATION

Conceptual Exterior Rendering: Composite Aerial 04 April 2024

South Elevation



East Elevation



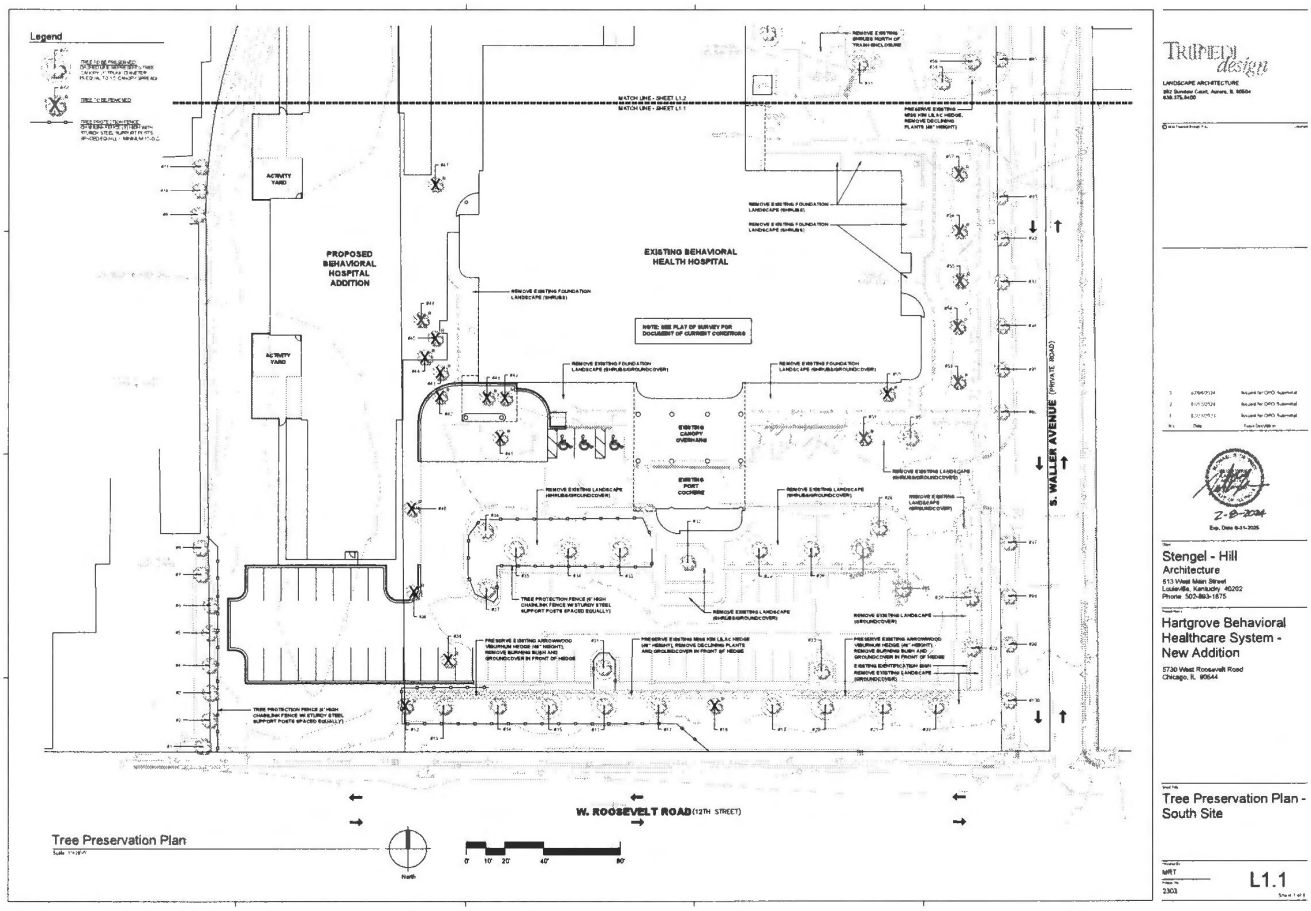
Behavioral Health Addition - Chicago, Illinois

UHS
Universal Health Services, Inc.

HARTGROVE

STENGEL-WITT

FINAL FOR PUBLICATION



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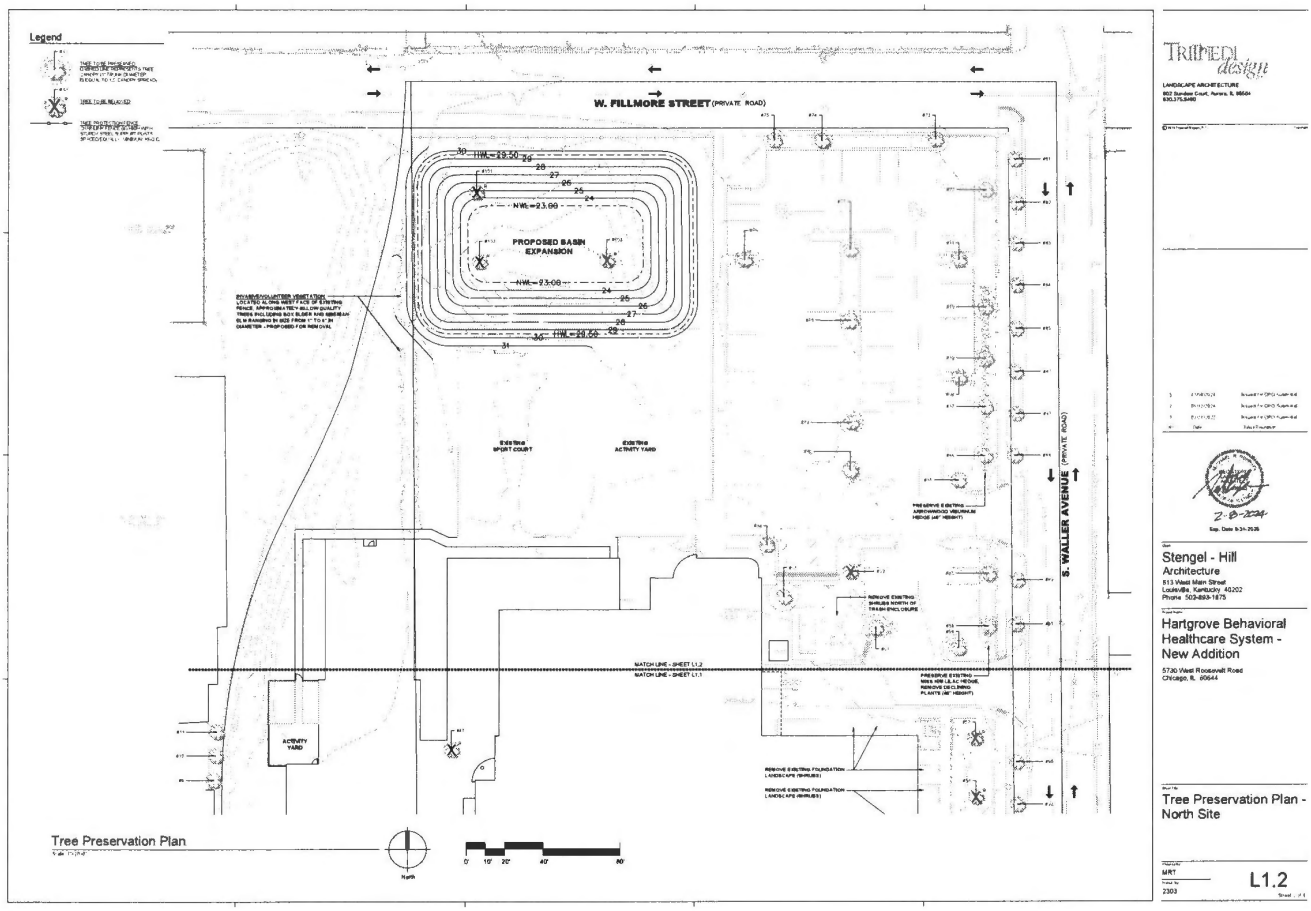

FINAL FOR PUBLICATION

Tree Survey

No.	Botanical Name	Caliper Size	Condition	Notes	Disposition	Proposed Action
1	Ulmus 'Morton'	12.0"	Fair	Fair	Multi-stem trunk - wounding	Preserve
2	Ulmus 'Morton'	10.0"	Fair	Fair	Multi-stem trunk	Preserve
3	Ulmus 'Morton'	10.0"	Good	Fair	Multi-stem trunk	Preserve
4	Ulmus 'Morton'	8.0"	Good	Fair	Multi-stem trunk	Preserve
5	Ulmus 'Morton'	8.0"	Good	Fair	Multi-stem trunk	Preserve
6	Ulmus 'Morton'	8.0"	Good	Fair	Multi-stem trunk	Preserve
7	Ulmus 'Morton'	8.0"	Good	Fair	Multi-stem trunk	Preserve
8	Ulmus 'Morton'	8.0"	Good	Fair	Multi-stem trunk	Preserve
9	Gymnocladus dioicus	10.0"	Fair	Fair	Trunk wounding	Preserve
10	Quercus rubra	12.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
11	Quercus rubra	14.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
12	Fraxinus pennsylvanica	8.0"	Good	Fair	Co-dominant trunks	Preserve
13	Quercus rubra	8.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
14	Quercus rubra	8.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
15	Quercus rubra	8.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
16	Fraxinus pennsylvanica	8.0"	Fair	Fair	Co-dominant trunks	Preserve
17	Fraxinus pennsylvanica	8.0"	Fair	Fair	Co-dominant trunks	Preserve
18	Fraxinus pennsylvanica	8.0"	Fair	Fair	Co-dominant trunks	Preserve
19	Fraxinus pennsylvanica	8.0"	Fair	Fair	Co-dominant trunks	Preserve
20	Quercus rubra	8.0"	Fair	Fair	Dbl. trunk at 4'	Preserve
21	Fraxinus pennsylvanica	8.0"	Fair	Fair	Co-dominant trunks	Preserve
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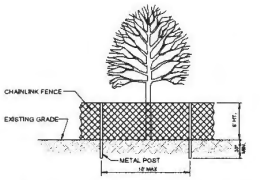
General Notes

1. BASE INFORMATION ACQUIRED FROM CIVIL ENGINEERING PLANS PREPARED BY KLOZE CONSULTANTS, LLC.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT AND PURCHASING ALL PERMITS, FEES AND ENSURE THAT ALL REQUIRED INSPECTIONS OF THE WORK, AS APPLICABLE WITH LOCAL CODES SHALL BE MADE BY THEIR AGENT.
3. CONTRACTOR SHALL APPLY AND OBTAIN A TREE REMOVAL PERMIT FOR APPROVAL OF REMOVED TREES PRIOR TO ALL PROJECT WORK.
4. NO CONSTRUCTION ACTIVITY, MOVEMENT AND PLACEMENT OF EQUIPMENT, PERMANENT OR TEMPORARY STRUCTURES, OR STORAGE AND REFUELING OF EQUIPMENT SHALL OCCUR WITHIN THE PROTECTION ZONE OF ANY TREE THAT IS TO BE PRESERVED. ALL CONSTRUCTION DEBRIS SHALL BE PLACED OUTSIDE OF CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE ROOT ZONE OF ANY TREE THAT IS TO BE PRESERVED. ALL CONSTRUCTION DEBRIS SHALL BE PLACED OUTSIDE OF THE PRESERVED ROOT ZONE OF ANY TREE. CONTRACTOR SHALL COORDINATE LOCATION WHERE DRAINAGE TOWARDS THE TREE COULD REASONABLY EXPECT TO AFFECT THE HEALTH OF THE TREE.
5. UNLIMITED USE OF CONSTRUCTION AND OTHER MATERIAL OR EQUIPMENT ALL TREES SHALL NOT BE DAMAGED WITHIN THE ROOT ZONE OF ANY TREE NOR AT ANY HEIGHT LOCATION WHERE DRAINAGE TOWARDS THE TREE COULD REASONABLY EXPECT TO AFFECT THE HEALTH OF THE TREE.
6. EXISTING GRADES SHALL BE MAINTAINED WITH NO DISTURBANCE PERMITTED (INCLUDING OR SOIL BACKFILLING) WITHIN THE DRIPLINE OF TREES TO BE PRESERVED.
7. PRESERVE 6 OUTER TREES AS INDICATED, REMOVING REMOVAL AND DISPOSAL OF 6 BEING, INSECTS PEST AND UNDESIRABLE PLANT LIST, WITH THE 12 SITE IMPROVEMENTS SPECIFIED ON THE TUP DRAWING. ALSO SEE DRAWING PLAN AND LANDSCAPE PLAN. CABLE TREE IN ATTIC OF BELOW GRADE AND BARKS SHOTS TO BELOW GRADE. NONE OF OPERATIONS SHALL REQUIRE THAT ALL TREE AND VEGETATION BE GRADED DIRECTLY UNDER OR TO TRUCK TO FOR REMOVAL OF SITE.
8. PRESERVING TREES LOCATED WITHIN THE CONSTRUCTION ZONE SHALL BE PROPERLY PRUNED TO REMOVE DEAD STEMS ABOVE 1/4 IN. AND BRANCHES. ALL BROKEN, DAMAGED, DISEASED, OR DEAD BRANCHES SHALL BE REMOVED. ALL PRUNING SHALL BE DONE BY A CERTIFIED ARBORIST. ALL PRUNING SHALL HAVE ROOT PRUNING PERFORMED WITHIN 24 HOURS OF EXCAVATION WORK IN ORDER TO PROMOTE NEW ROOT GROWTH AND PROTECT UPLAND LOWLAND SUITABLE EQUIPMENT FOR ROOT PRUNING MAY INCLUDE A TRENCHER, ROOT PRUNER OR STUMP GRINDER. TREES LOCATED WITHIN THE CONSTRUCTION ZONE SHALL BE TREATED WITH 1 GAL PHOS TO DEAD ROOT PENTRATION VS SPRUCED AND PEST LIVING BY A CERTIFIED ARBORIST.
9. THE BOWLES OF A CERTIFIED ARBORIST SHOULDE REQUIRED TO PERFORM THE INSPECTION OF TREE PRUNING, ROOT PRUNING, FERTILIZING AND SITE MONITORING DURING AND AFTER CONSTRUCTION.
10. LOCATION OF ALL UNDERGROUND UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION. CALL DIGGER 811 BEFORE YOU DIG.
11. REFER TO SHEET L1.4 FOR TREE PRESERVATION DETAILS



1. REFER TO TREE PRESERVATION PLAN FOR DESIGNATED TREES TO BE PROTECTED.
2. TREE PROTECTION FENCE SHALL COVER CRITICAL ROOT ZONE - FENCE TO BE LOCATED AT A RADIUS DISTANCE FROM THE TRUNK OF THE TREE EQUAL TO (1') FOR EVERY INCH OF DIAMETER MEASURED AT BREAST HEIGHT (4.5' ABOVE GROUND LEVEL). FOR EXAMPLE, A 20" CALIPER TREE SHALL REQUIRE FENCE PROTECTION AT A MINIMUM 20' RADIUS DISTANCE FROM TREE.
3. FENCE TO BE CONSTRUCTED WITH STANDARD STEEL POSTS INSTALLED AT A MAXIMUM SPACING OF 10'-0" ON CENTER.

1 Tree Protection Barrier

TRIPHEDI design
LANDSCAPE ARCHITECTURE
982 Sandbar Court, Aurora, IL 60504
630.376.9400

No.	Date	Issue Description
2	04/08/2024	Issued for DRC Submittal
1	03/11/2024	Issued for DRC Submittal
0	02/16/2024	Issued for DRC Submittal

Z-8-2024
Ord. Date 6-21-2022

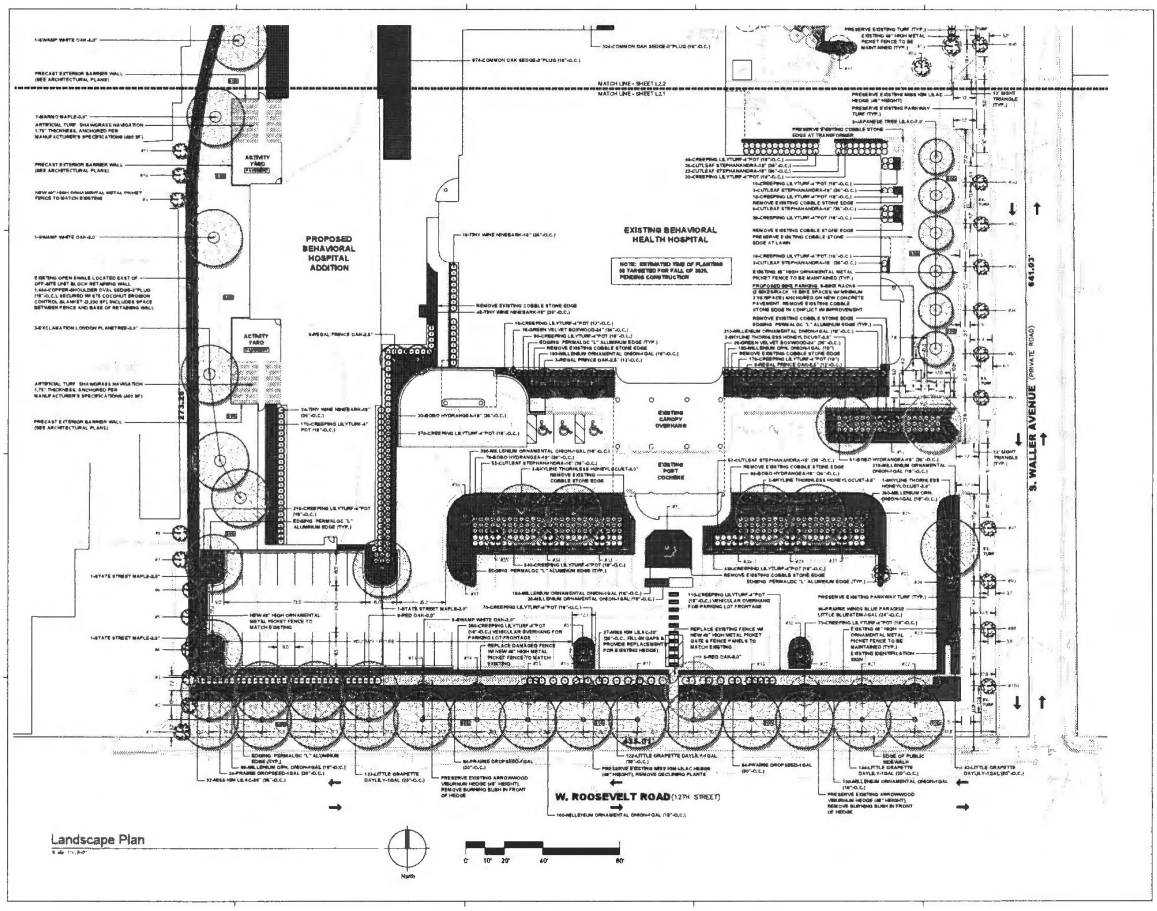
Stengel - Hill Architecture
613 West Main Street
Louisville, Kentucky 40202
Phone: 502-882-1675

Hartgrove Behavioral Healthcare System - New Addition
5730 West Roosevelt Road
Chicago, IL 60644

Tree Preservation Plan - Tree Survey, Notes & Details

MRT
2303
L1.3

FINAL FOR PUBLICATION



TRIPEDI design

LANDSCAPE ARCHITECTURE
852 Sundew Court, Aurora, IL 60504
630.375.8480

Stengel - Hill Architecture
613 West Main Street
Louisville, Kentucky 40202
Phone: 502-893-1875

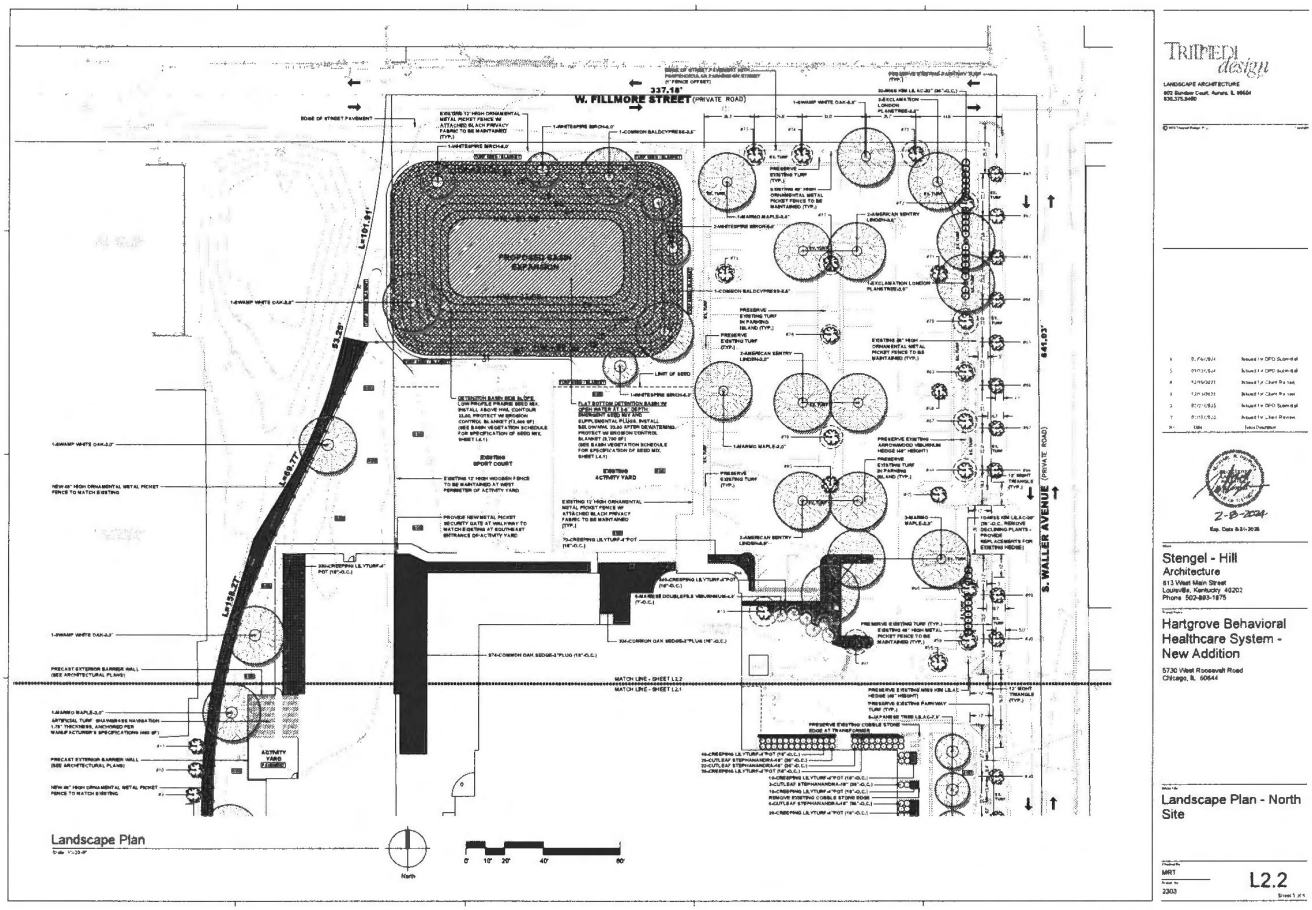
Hartgrove Behavioral Healthcare System - New Addition
5730 West Roosevelt Road
Chicago, IL 60644

Landscape Plan - South Site

MRT
2303

L2.1

FINAL FOR PUBLICATION



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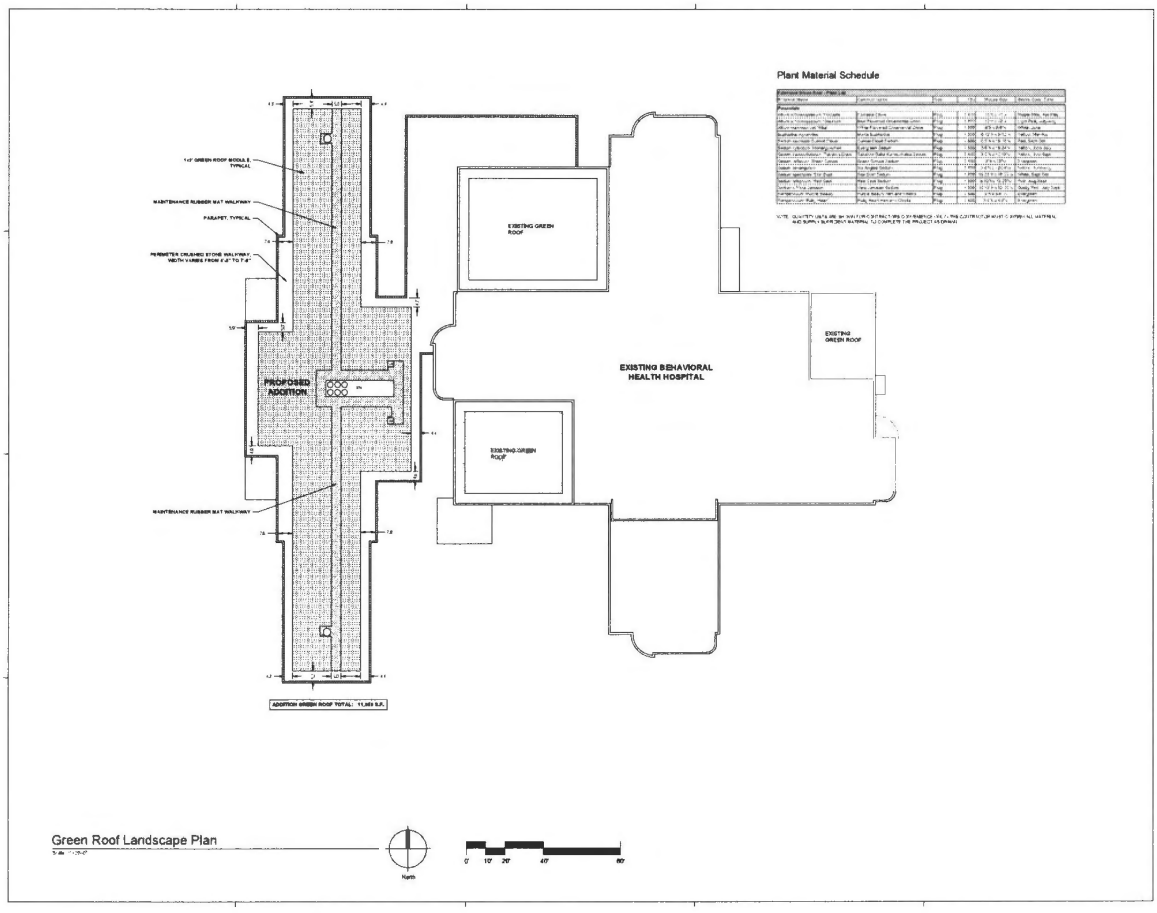


TRIPPEDI design

LANDSCAPE ARCHITECTURE
652 Dundee Court, Aurora, IL 60504
630.375.8480

2-9-2024

Exp. Date 9-31-2025

Stengel - Hill Architecture
813 West Main Street
Louisville, Kentucky 40202
Phone: 502-884-1875

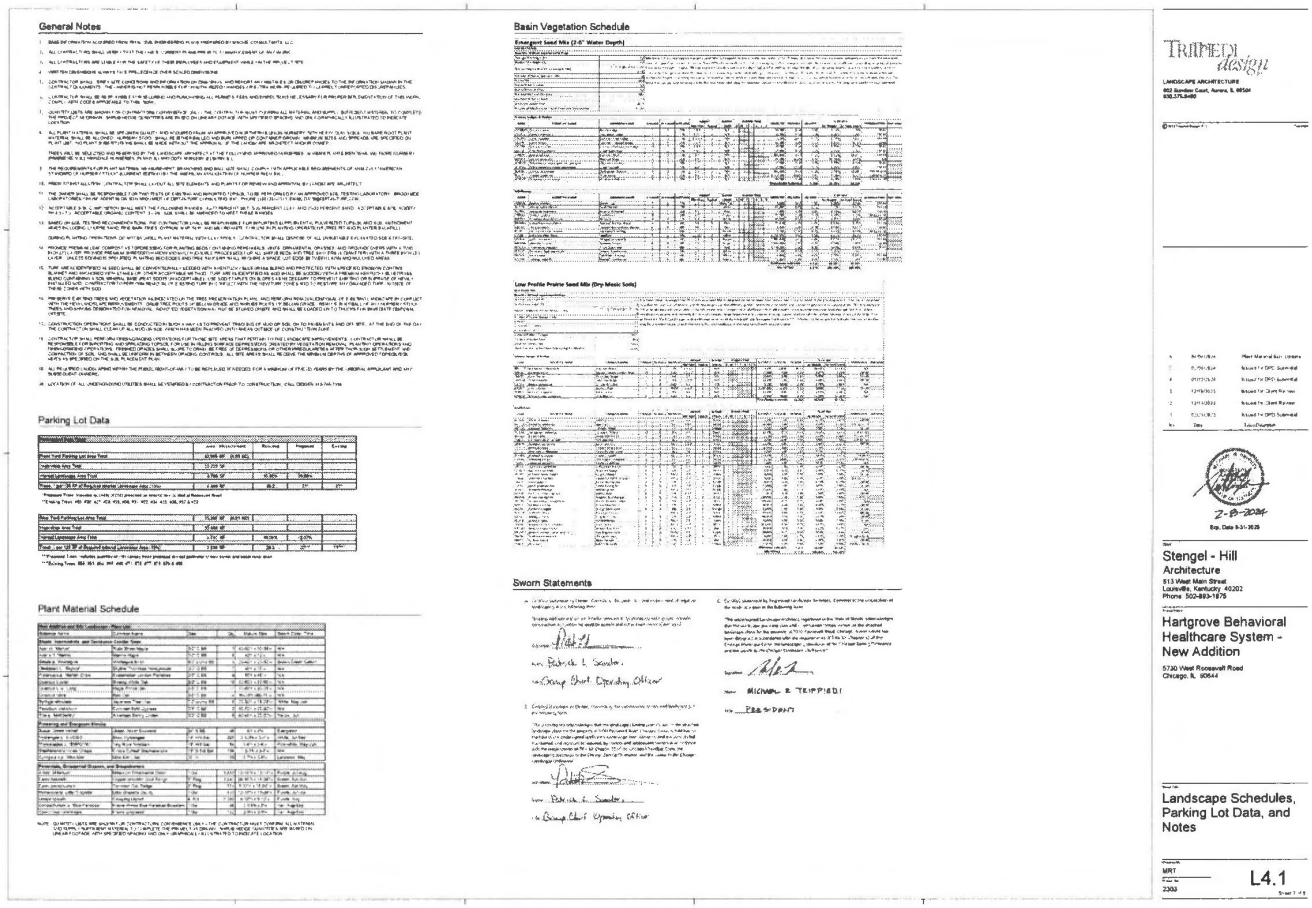
Hartgrove Behavioral Healthcare System - New Addition
5730 West Roosevelt Road
Chicago, IL 60644

Green Roof Landscape Plan

MRT
2303

L3.1

FINAL FOR PUBLICATION



General Notes

Parking Lot Data

Plant Material Schedule

Basin Vegetation Schedule

Emergent Seed Mix (2-6" Water Depth)

Low Profile Prairie Seed Mix (Dry Mesic Soils)

Sworn Statements

TRIMEDI design

LANDSCAPE ARCHITECTURE
902 Sundew Court, Aurora, IL 60504
630.375.9492

2-8-2024
Exp. Date 8-31-2025

Stengel - Hill
Architecture
513 West Main Street
Louisville, Kentucky 40202
Phone 502-893-1875

Hartgrove Behavioral Healthcare System - New Addition

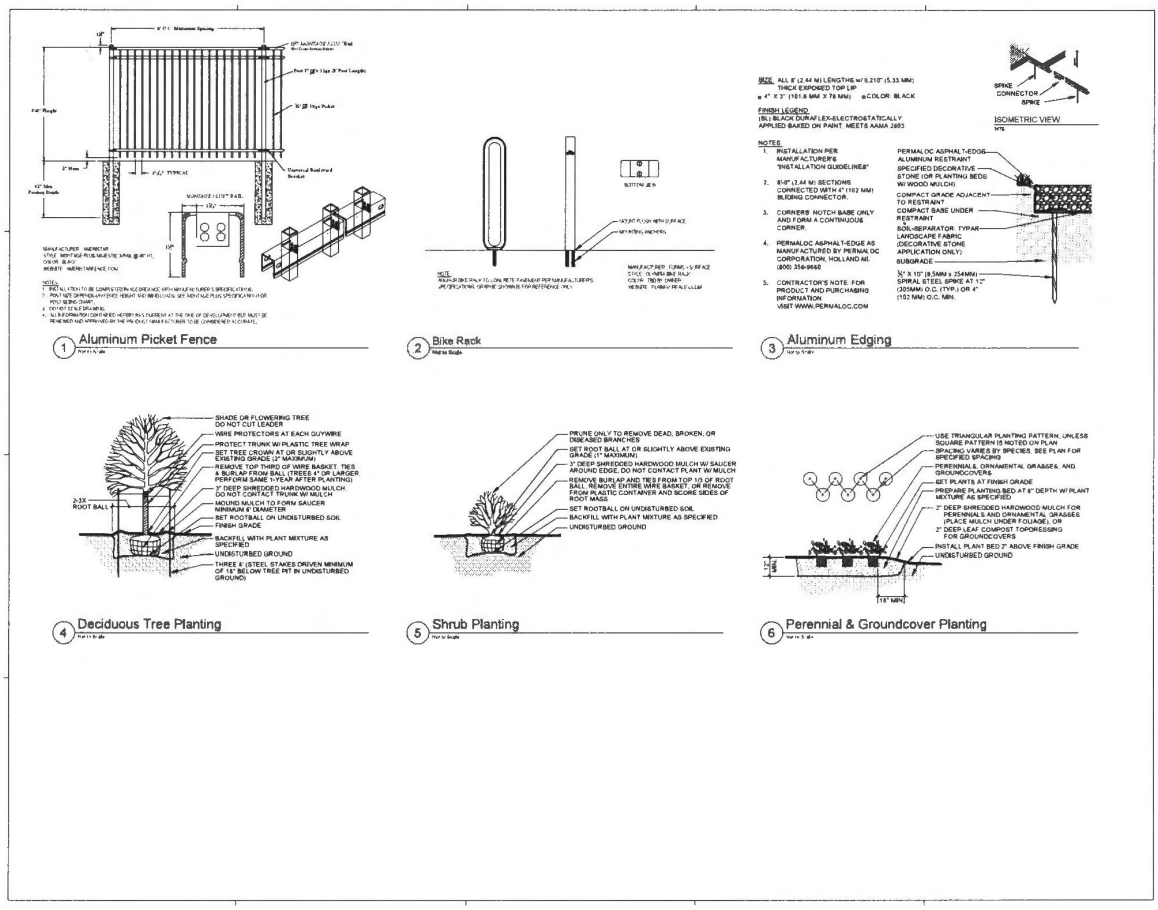
5730 West Roosevelt Road
Chicago, IL 60644

Landscape Schedules, Parking Lot Data, and Notes

MRT
2303

L4.1

FINAL FOR PUBLICATION



TRIPHED design

LANDSCAPE ARCHITECTURE
652 Sandoz Court, Aurora, IL 60504
630.375.9468

Stengel - Hill Architecture
813 West Main Street
Louisville, Kentucky, 40202
Phone: 502-883-1675

Hartgrove Behavioral Healthcare System - New Addition
5730 West Roosevelt Road
Chicago, IL 60644

Landscape Details

MRT
2303

L5.1

Reclassification Of Area Shown On Map No. 3-F.
(As Amended)
(Application No. 22374)
(Common Address: 303 W. Division St./1140 N. Wells St./202 W. Hill St.)
[SO2024-0008372]

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 Planned Development Number 136 symbols as shown on Map Number 3-F for the property located in the area generally bounded by:

West Division Street; a line 285.93 feet east of the CTA right-of-way; a line 95.20 feet south of and parallel to West Division Street, extended in a southeasterly direction to a point 95.37 feet south of and parallel to West Division Street; a line 209.92 feet west of and parallel to North Wells Street; West Division Street; North Wells Street; West Elm Street; a line 76 feet east of and parallel to North Wells Street; a line 68 feet south of and parallel to West Elm Street; a line 100 feet east of and parallel to North Wells Street; a line 218 feet south of and parallel to West Elm Street; a line 215.41 feet east of and parallel to North Wells Street, extended south for 115.95 feet to a radius of 71.87 feet; the alley next south of and parallel to West Elm Street; a line 393.89 feet south of and parallel to West Elm Street; North Wells Street; West Hill Street; and the CTA right-of-way,

to the designation of Planned Development Number 136, as amended, subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 2. This ordinance takes effect after its passage and publication.

Plan of Development Statements referred to in this ordinance read as follows:

Planned Development No. 136, As Amended.

1. The area delineated herein as Planned Development Number 136, as amended ("Planned Development"), consists of approximately 370,789 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). The Planned Development includes two subareas -- Subarea A and Subarea B. It is the intent of this ordinance to amend Subarea A only. Subarea A is under the single-designated control and ownership of the Applicant, Onni Atrium Development Number 1 Limited Partnership.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

   -- Sidewalks

   -- ADA crosswalk ramps

   -- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of the 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.

The Applicant acknowledges that the site traffic impact study completed by KLOA, Inc. on behalf of the Applicant identifies the need for certain traffic control improvements in the immediate vicinity. Accordingly, the Applicant agrees, subject to approval of CDOT, to fund the design and installation of left-turn arrows on the east and west approaches of West Division Street at North Wells Street; to fund the installation of countdown pedestrian signals at the intersections of West Division Street and North Wells Street; and West Division Street and North Orleans Street; and to fund the modification of pavement markings on West Division Street necessary to provide left-turn lanes at North Wells Street. This work must be completed prior to the completion of Phase I. Additionally, the Applicant agrees, subject to the approval of CDOT, to fund the design and installation of a new traffic signal at the intersection of North Orleans Street and West Hill Street. This work must be completed prior to the completion of Phase II.

Applicant agrees to update the traffic impact study prior to starting each subsequent phase and acknowledges that additional traffic control improvements may be identified by CDOT during the subsequent phases. Accordingly, subject to the approval of CDOT, Applicant agrees to fund the design and installation of traffic control improvements as identified by CDOT in the subsequent phases.

4. This plan of development consists of 19 Statements and a Bulk Regulations Table. Incorporated by reference herein is Planned Development Number 136, as amended, approved by the City Council on September 18, 2019 and all exhibits published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 6327 -- 6353, including an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; Subarea Lot Lines; Site Plan; CTA Easement Area Map; Floor Plans for Phase 3/Subarea A4; Landscape Plan for Phase 3/Subarea A4; a Green Roof Plan for Phase 3/Subarea A4; Building Elevations (North, South, East and West) for Phase 3/Subarea A4; and Axonometric Sections and Enlarged Typical Details for Phase 3/Subarea 4 prepared by Hartshorne Plunkard Architecture and dated December 20, 2018. Also incorporated by reference herein are the Minor Change Approvals dated May 27, 2015, and July 20, 2017 and all exhibits thereto. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and

purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as Subarea A of Planned Development Number 136, as amended: multi-unit buildings with residential units on and above the ground floor; townhouses; daycare; eating and drinking establishments; office; personal service; retail sales; grocery stores; hotel; shared housing; medical service; animal services (excluding kenneling); accessory parking; non-accessory parking if located below-grade; financial services; public transit-related uses; accessory and related uses.

   The following uses shall be permitted within Subarea B of Planned Development Number 136, as amended: residential dwelling units; community centers; daycare facilities; accessory church offices; accessory parking; and other accessory church-related facilities; and accessory uses.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 313,379 square feet for Subarea A and a base FAR of 5.0. The permitted FAR in Subarea B is 4.94 based upon a net site area of 57,410 square feet.

   The Applicant acknowledges that the project has received a bonus FAR of 1.35 for Subarea A4, pursuant to Section 17-4-1000 of the Zoning Ordinance and based upon a net site area of 60,064 square feet in Subarea A4. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in Subarea A4; provided, however, if Subarea A4 is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. 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. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

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.

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 (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the Alderperson 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 forgoing, 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.

16. The Applicant acknowledges and agrees that the rezoning of the Property from Planned Development Number 136, as amended 1992, to Planned Development Number 136 as amended July 25, 2012, for the construction of the Residential Project triggers the requirements of Section 2-45-110 of the Municipal Code ("The Affordable Housing Ordinance"). Any developer of a "residential housing project" within the meaning of the Affordable Housing Ordinance must: (i) develop affordable housing units as part of the residential housing project; (ii) pay a fee in lieu of the development of affordable housing units; or (iii) any combination of (i) and (ii). In accordance with these requirements, the Applicant has agreed to provide 10 percent affordable housing units in the Residential Project for households earning up to 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (the "Affordable Units"), or make

a cash payment to the Affordable Housing Opportunity Fund in the amount of $100,000 per unit ("Cash Payment"). At the time of each Part II review for the Residential Project, Applicant shall update and resubmit an Affordable Housing Profile Form to the Department of Planning and Development for review and approval. If the Applicant subsequently reduces the number of dwelling units in the Residential Project, the Department of Planning and Development may adjust the requirements of this statement (i.e., number of Affordable Units and/or amount of Cash Payment) accordingly without amending this Planned Development. The terms of the Affordable Housing Agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the Affordable Housing Agreement will be recorded against the Property and will constitute a lien against each Affordable Unit. The City shall execute partial releases of the Affordable Housing Agreement prior to or at the time of the sale of each Affordable Unit to an income-eligible buyer at an affordable price, subject to the simultaneous execution and recording of a mortgage, restrictive covenant or similar instrument against such Affordable Unit. Notwithstanding anything to the contrary contained in Section 17-4-1003-E, the Commissioner of the Department of Planning and Development may enforce remedies for breach of the Affordable Housing Agreement and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development ordinance.

The Applicant acknowledges and agrees that this Planned Development is subject to that certain Affordable Housing Covenant and Agreement dated February 27, 2017, and recorded in the Office of the Cook County Recorder of Deeds as Document Number 1705822156; and by that certain Memorandum of Agreement Regarding Phase 2, dated October 23, 2017, and recorded in the Office of the Cook County Recorder of Deeds as Document Number 1729744033.

17. The development of Subarea B is located adjacent to a Chicago Landmark Building (the Sexton School). Accordingly, the owner of Subarea B shall provide a landscaped pedestrian walkway within the buffer zone between the landmark building and the apartment building as a means of increasing visual access to the west and north facades of the landmark building. The apartment building shall be set back from the southern boundary of Subarea B as depicted on the Subarea B Site Plan. The owner of Subarea B shall install and maintain an illuminated, paved pedestrian walkway no less than six (6) feet in width within this setback area. The pedestrian walkway shall not be closed off by any gate or other obstruction unless the owner of Subarea B determines that public safety requires otherwise; any such decision to restrict access for public safety reasons shall be subject to approval by the commander of the local district of the Chicago Police Department, with notice of any such decision provided to the Department of Planning and Development.

18. The Applicant acknowledges that the City of Chicago and the Chicago Transit Authority ("CTA") are studying the possibility of a future CTA station near the intersection of West Division Street and North Orleans Street in accordance with the "Central Area Action Plan" adopted by the Chicago Plan Commission on

August 20, 2009. The Applicant recognizes the value that convenient access to public transportation would offer the residents of this Planned Development and agrees to grant the CTA a permanent easement (the "Station Easement") in, on, over and under the area labeled "Future Transit Station" as generally depicted on the Site Plan and on the CTA Easement Areas exhibit (the "CTA Exhibit") for the purpose of constructing, operating and maintaining a rail station and related public transportation facilities. The Applicant must record the Station Easement prior to the issuance of any Part II approval for the Project. The transit station has not been fully designed as of the date of this Planned Development. Accordingly, prior to the issuance of Part II approval for the transit station, the CTA shall submit a site plan ("Transit Station Site Plan") to the Commissioner of the Department of Planning and Development (the "Commissioner") for approval. Review and approval of the Transit Station Site Plan by the Commissioner is intended to assure that specific development proposals substantially conform to this Planned Development and to assist the City in monitoring on-going development. The CTA shall share copies of the Transit Station Site Plan with the Applicant for informational purposes only. The department shall convene meetings between the CTA and the Applicant, if necessary and at the department's own discretion, to discuss the station plans prior to final site plan approval of the station. Following approval of the Transit Station Site Plan by the Commissioner, the plan and such supporting data and materials as the Commissioner had requested shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development. The approved Transit Station Site Plan may be changed or modified pursuant to the provisions of Statement 12 hereof. In the event of any inconsistency between the approved Transit Station Site Plan and the terms of this Planned Development in effect at the time of approval of such plan or of the modifications or changes thereto, the terms of this Planned Development shall govern. Applicant shall bear no costs associated with the proposed transit station.

The Applicant acknowledges and agrees that this Planned Development is subject to that certain grant of easements and release of easement dated November 8, 2013, and recorded in the Office of the Cook County Recorder of Deeds as Document Number 1401444043, by and between the Applicant and the Chicago Transit Authority ("CTA"), a municipal corporation. The grant of easement is a permanent, non-exclusive easement (the "Maintenance Easement") in, on, over, under, through and across the western portion of the Property to the extent necessary to create a buffer (clear zone) of at least 14 feet along, and parallel to, the eastern edge of the CTA elevated track structures for access to, and maintenance, repair, renovation and replacement of any CTA transit facilities now or hereafter located within the CTA's Brown Line right-of-way, and for safety reasons.

19. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to Planned Development Number 136, as amended September 18, 2019, and as modified administratively thereafter.

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Planned Development No. 136, As Amended.

Bulk Regulations And Data Table.

Total Gross Site Area:	453,189 square feet
Subarea A:	375,455 square feet
Subarea B:	77,734 square feet
Area of Public Right-of-Way (Total):	82,400 square feet
Total Net Site Area:	370,789 square feet
Subarea A (Total):	313,379 square feet
Subarea A1:	48,277 square feet
Subarea A2:	31,494 square feet
Subarea A3:	51,762 square feet
Subarea A4:	60,064 square feet
Subarea A5:	121,782 square feet
Subarea B:	57,410 square feet
Maximum Floor Area Ratio:	5.0
Subarea A:	5.0 (overall)
Subarea A4:	FAR Bonus of 1.35**
Subarea B:	4.94

Total Maximum Number of Dwelling Units:	1,844
Subarea A (Total):	1,500
Subarea A1:	405
Subarea A2:	0
Subarea A3:	428
Subarea A4:	456
Subarea A5:	211
Subarea B:	344
Maximum Number of Hotel Rooms (Subarea A):	60
Minimum Number of Off-Street Parking Spaces:	1,122
Subarea A (Total):	1,007
Subarea A1:	400
Subarea A2:	Not Applicable
Subarea A3:	413
Subarea A4:	194
Subarea A5:	0
Subarea B:	115
Minimum Number of Loading Berths:	6
Subarea A1:	1
Subarea A2:	Not Applicable
Subarea A3:	1

Subarea A4:	2
Subarea A5:	0
Subarea B:	2

Maximum Building Height:

Subarea A1:	341 feet, 8 inches
Subarea A2:	Not Applicable
Subarea A3:	430 feet, 0 inches
Subarea A4:	447 feet, 2 inches
Subarea A5:	As built
Subarea B:	As built

Bicycle Storage Spaces:

Subarea A1:	88
Subarea A2:	Not Applicable
Subarea A3:	62
Subarea A4:	185
Subarea A5:	0
Subarea B:	As built

Minimum Setbacks: Per site plan

Notes:

* Residential Units, parking spaces and FAR may be allocated among the five subareas in Subarea A through the Minor Change process in accord with Section 17-13-0611 of the Chicago Zoning Ordinance.

** The FAR Bonus in Subarea A4 is based upon a net site area of 60,064 square feet. The total floor area bonus is 81,086 square feet.

Reclassification Of Area Shown On Map No. 4-G.
(Application No. 22424T1)
(Common Address: 1145 W. 17th St.)

[O2024-0008974]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-G in the area bounded by:

West 17th Street; a line 331.0 feet east of and parallel to South Racine Avenue; the alley next south of and parallel to West 17th Street; and a line 307.0 feet east of and parallel to South Racine Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Proposed Basement, First, Second, Third and Fourth Floor Plans; and Front, East, West, Rear Garage and Rear Yard Building Elevations attached to this ordinance printed on pages 12314 through 12319 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
1145 West 17th Street
From RT-4 to RM-4.5

The Property

The subject property is a substandard sized lot (24 x 124) improved with a dilapidated and vacant two-story residential building with two dwelling units and two surface parking spaces.

The property is located in the Multi-Unit Preservation (Pilsen) District. The district requires new construction on the blockface to include a minimum of three dwelling units.

The property also is situated in a Transit Served Location to the Halsted Street METRA Train and is approximately 2,350.0' from the entrance.

The Project

CAROLINA & EVAN'S DREAM HOUSE, LLC (the "Applicant") seeks to rezone the property to reduce the Minimum Lot Area per Unit and allow for the construction of a new four-story residential building with three dwelling units and a detached two car garage. The proposed zoning height of the building will be 44'-11".

In addition, the subject rezoning seeks Type 1 administrative relief pursuant to section 17-13-0303-D and 17-13-1003-I as follows: 1) to reduce the west side yard setback from 2.0' to 1.0' (east side yard setback to be 3.0') and 2) and to reduce the combined side yard setback from 4.8' to 4.0'.

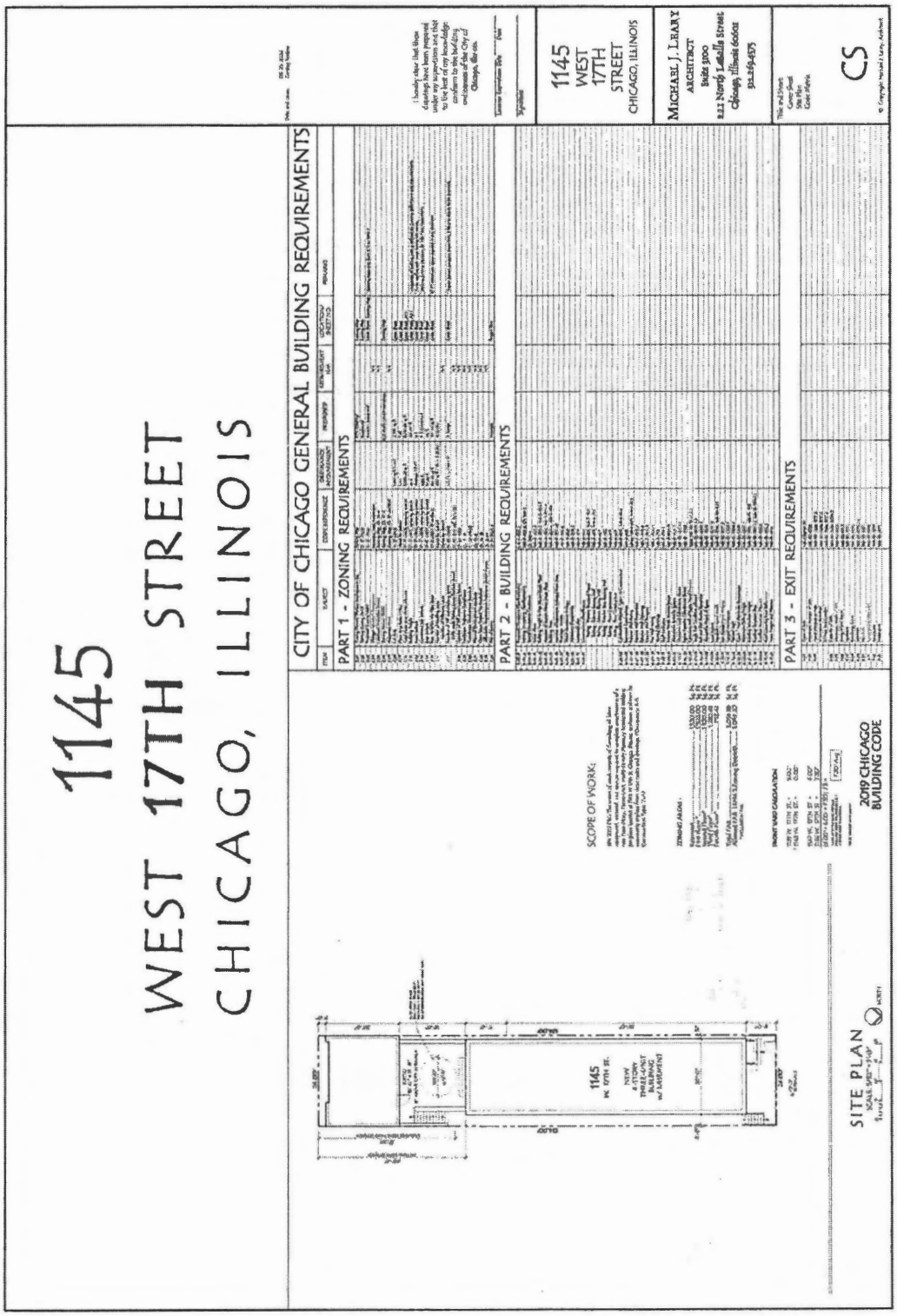
To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RT-4, Residential Two-Flat, Townhouse and Multi-Unit District to an RM-4.5, Residential Multi-Unit District.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	2,976 square feet	
FAR:	1.70	
Floor Area:	5,056.86 square feet	
Residential Dwelling Units:	3	
MLA Density:	992.0 square feet	
Zoning Height:	44'-11"	
Automobile Parking:	2*	
Rear Yard Open Space:	317.0 square feet	
Setbacks Proposed:	Front (17th Street):	8.0'
	East:	3.0'
	West:	1.0'
	South (rear):	40.0'

A set of plans is attached.
*The property is located in a Transit Served Location to the Halsted Street METRA Train entrance and meets the minimum 50% required parking as of right.

FINAL FOR PUBLICATION



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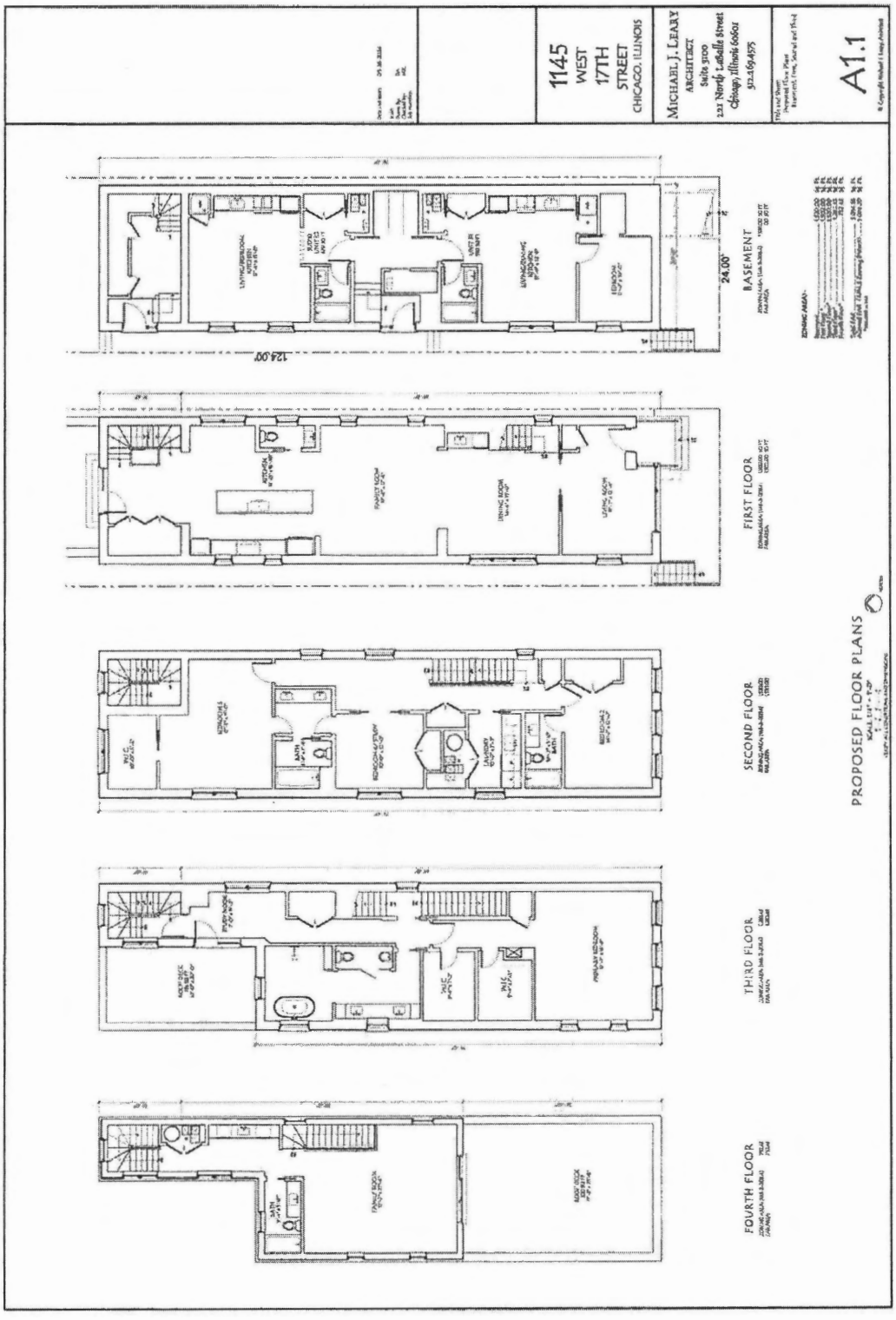

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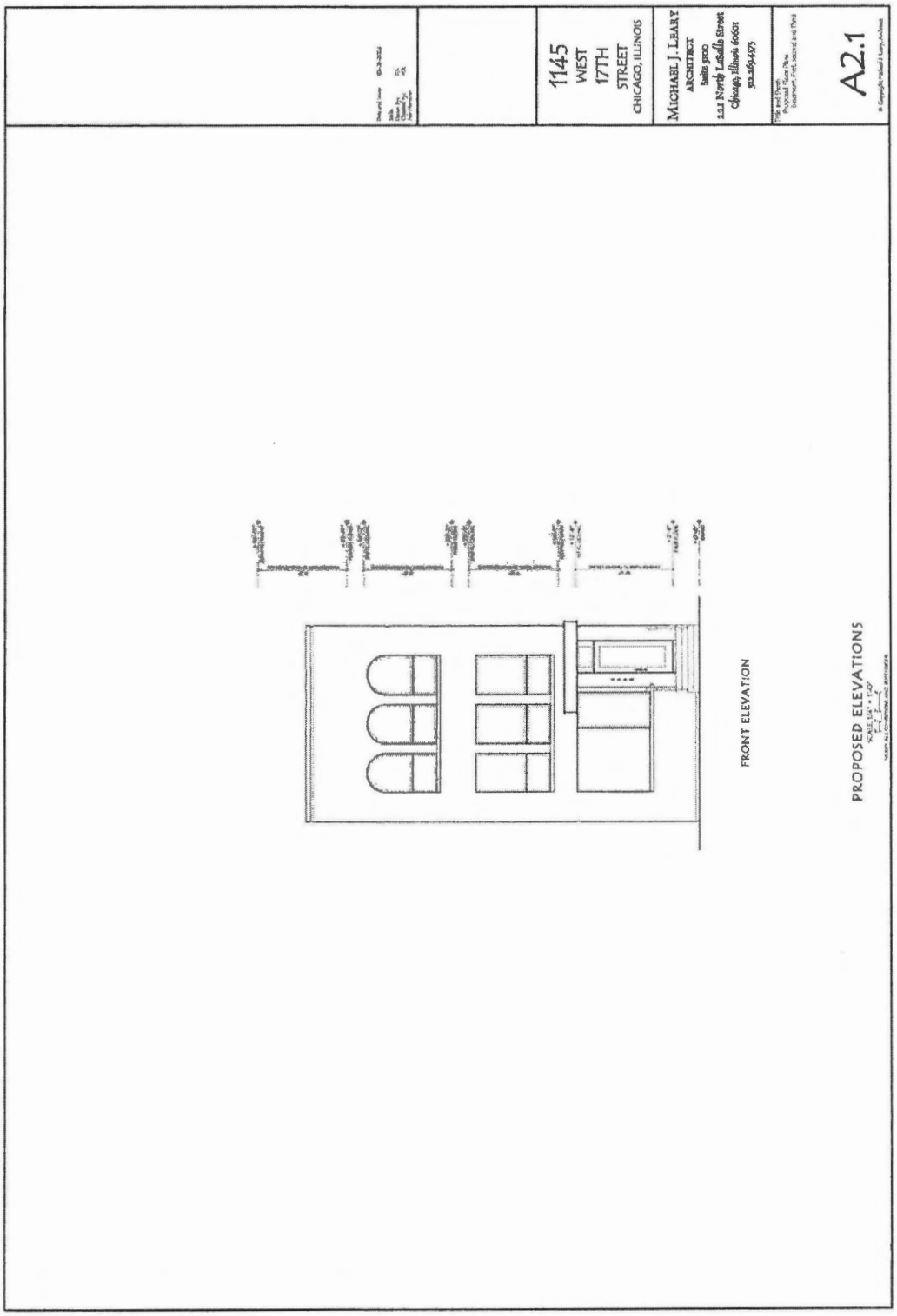

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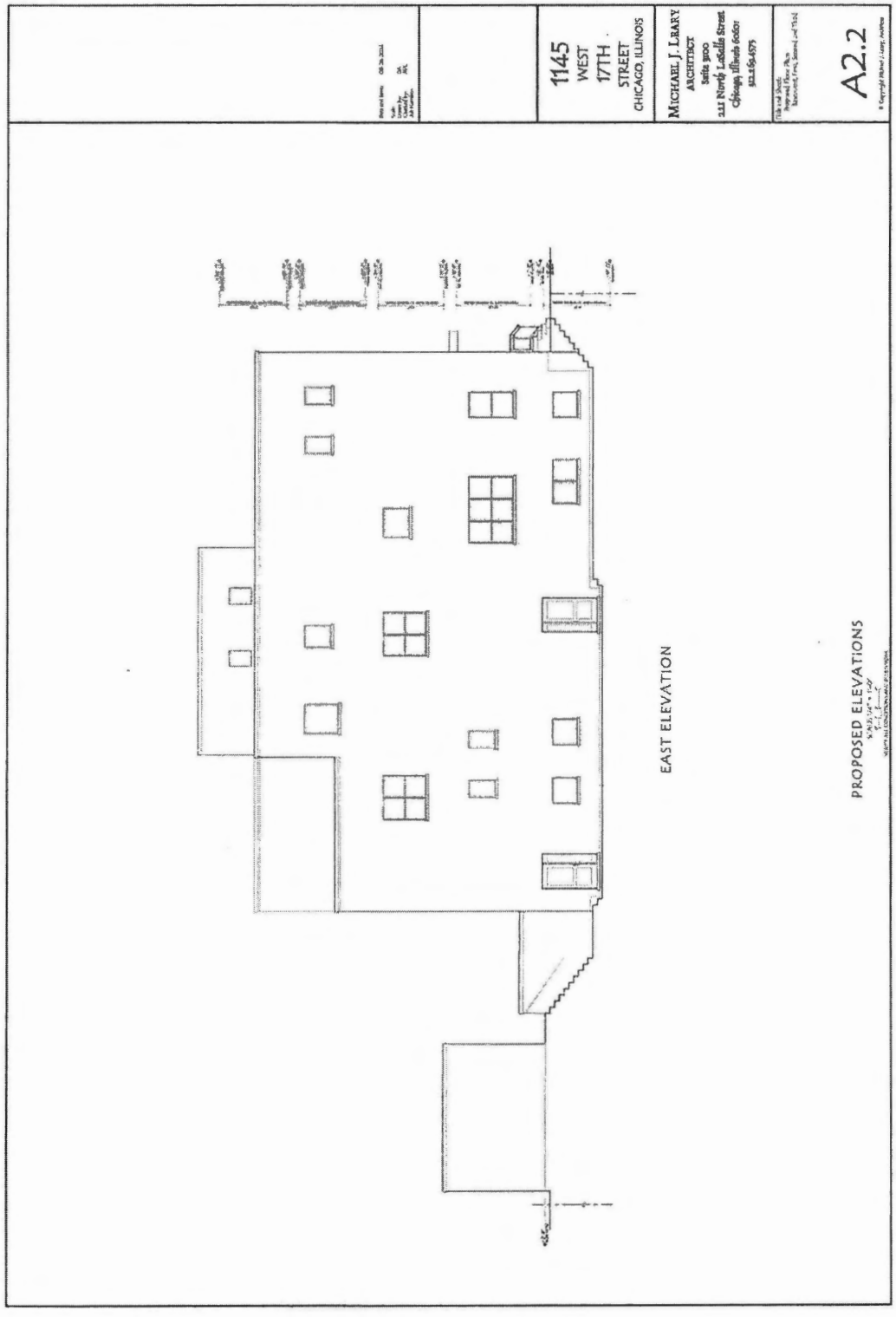

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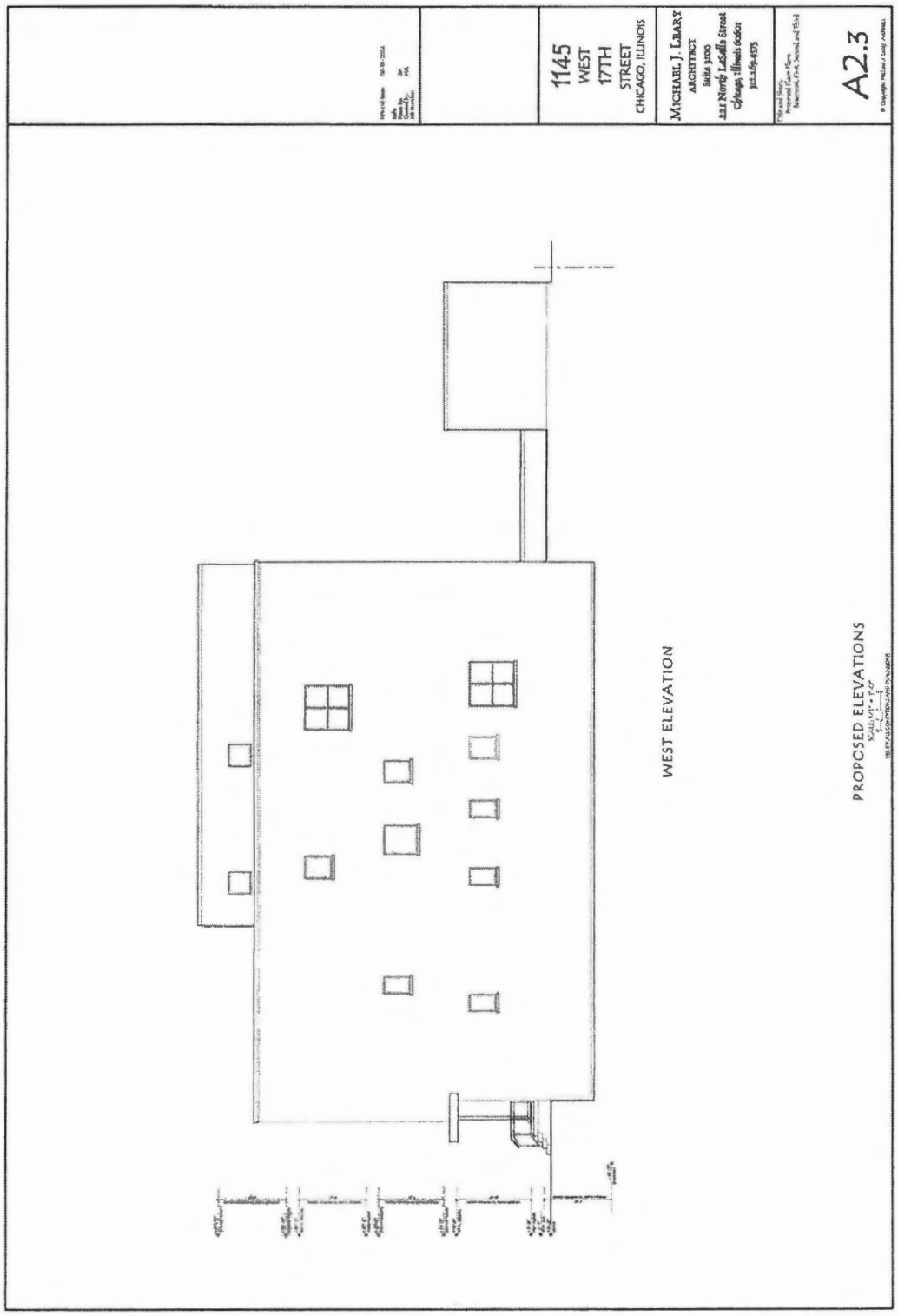
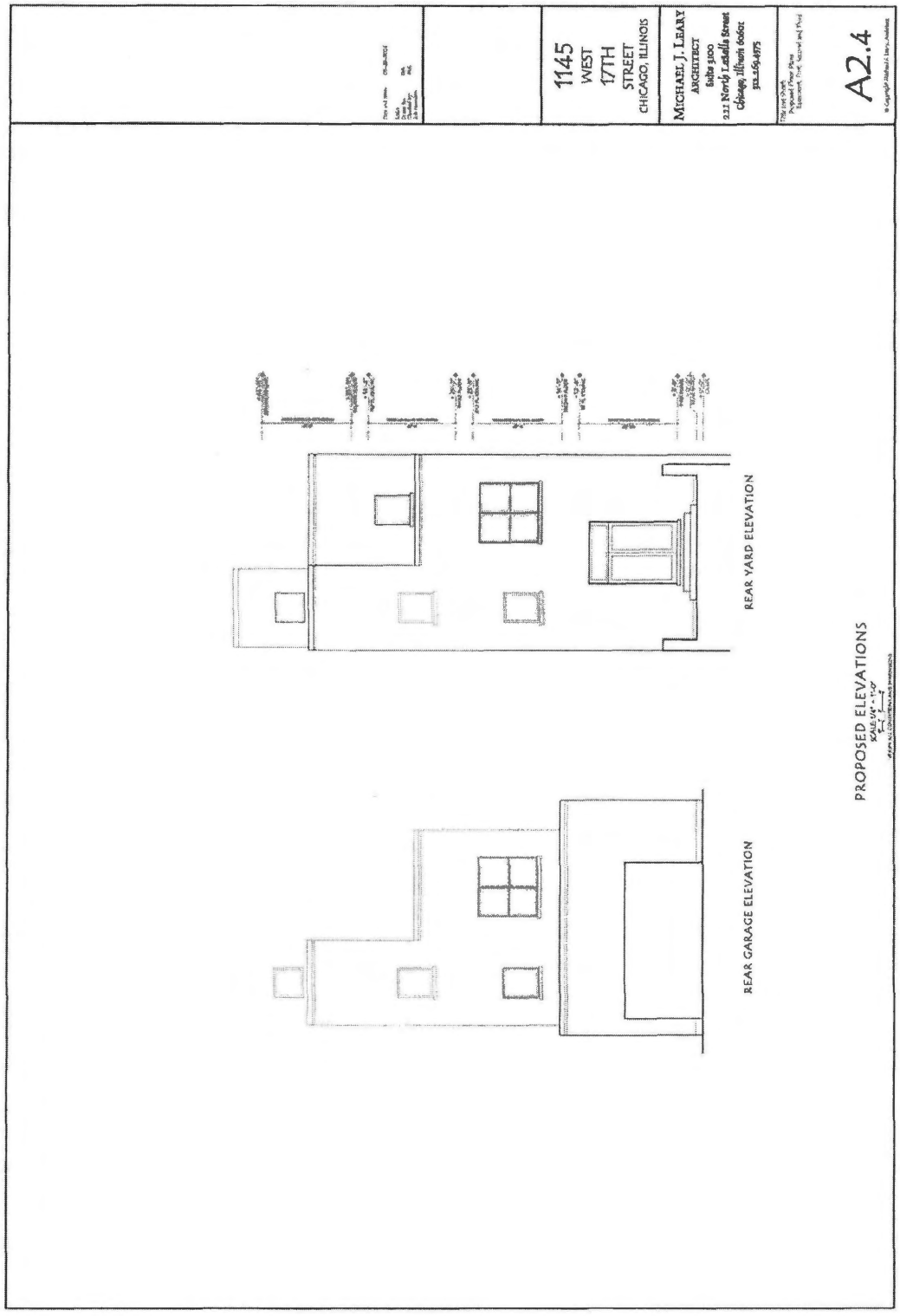


FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 4-H.
(Application No. 22404T1)
(Common Address: 1857 W. 16th St.)

[O2024-0008869]

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 M2-2 Light Industry District symbols and indications as shown on Map Number 4-H in the area bounded by:

West 16th Street; South Wood Street; the alley next south of and parallel to West 16th Street; and South Wolcott Avenue,

to those of a C3-2 Commercial, Manufacturing and Employment District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Toilet Plans; Floor Plan; Individual Toilet Room Elevations; Floor Plans; Building Elevations; Building Sections; and Site Plan attached to this ordinance printed on pages 12322 through 12327 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Type-1 Narrative and Plans
Zoning Map Amendment
located at 1857 W 16th Street
From M2-2 to C3-2

1a. Project Description: Within the existing 50,000 square feet space we will operate a limited manufacturing production and industrial use specifically manufacturing of food and beverages, operate a tasting room, full-service kitchen and bar, secondary use operate small to medium venue space with a maximum occupancy of not more than 200 persons within the existing 1 story industrial building with 6 on-site parking spaces; I the applicant is requesting a type-1 as per section 17-13-0303-D Optional Administrative Adjustment and variation specifically an Administrative Adjustment as per section 17-13-1003-EE and 17-10-01012-B Transit Served Location (18th St. Pink Line CTA stop) which is within 1013 feet distance from the property to the entrance and or exit of the CTA train station line. The site will provide 20 on-site bicycle parking spaces. The existing grand-fathered building is over 50 years old with prior use as a factory. It is surrounded by mixed use, including B2-3 on the South end, and industrial manufacturing on the North and West ends, and RT-4 on the East end.

1b. Project's floor area ratio:

Existing FAR: 0.71
Lot area: 75,145.05 sq. ft.
Building size: 52,945. sq. ft.

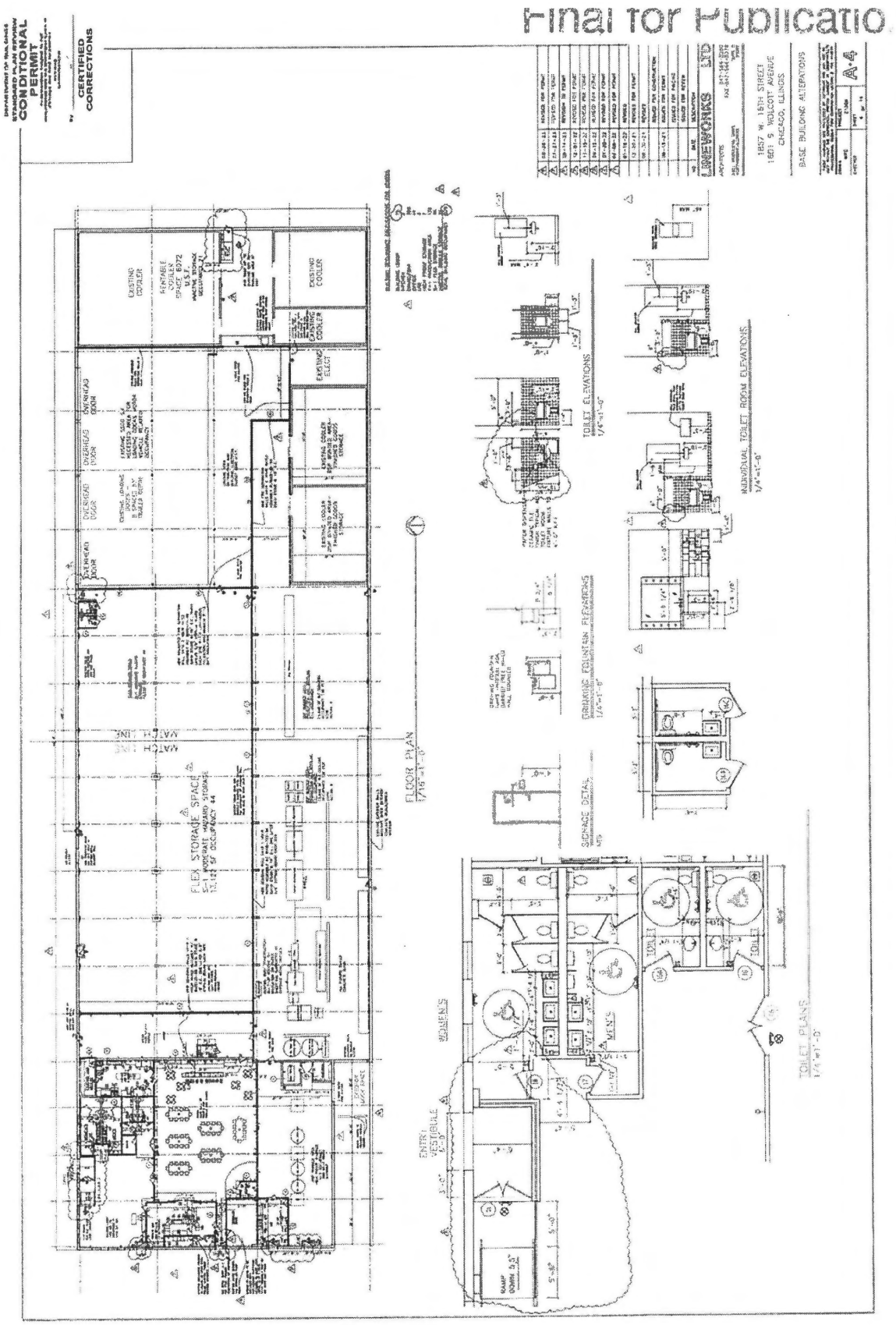
1c. Project's density (lot area per dwelling): Not applicable. There are no current plans for any dwellings.

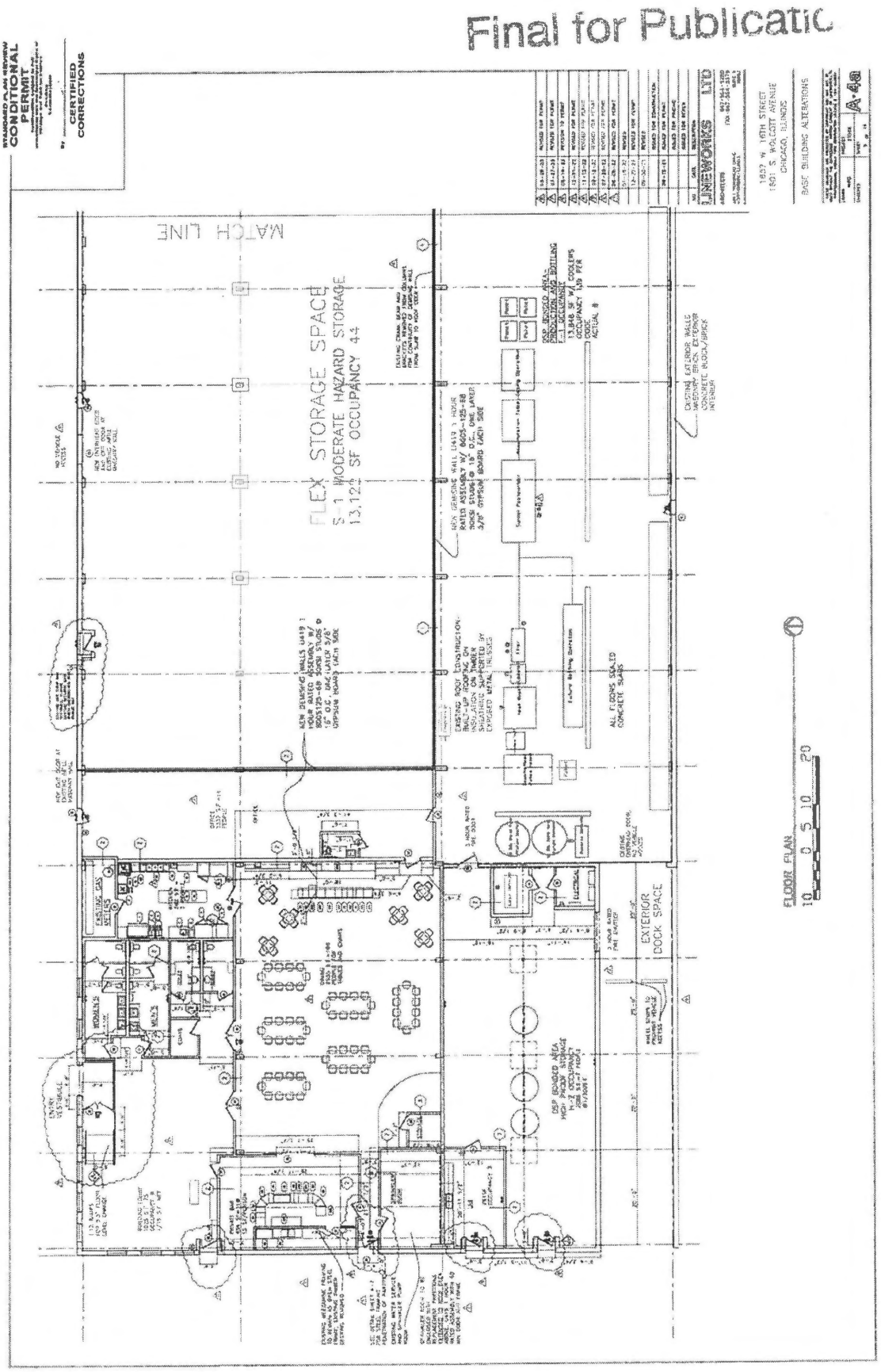
1d. Amount of off-street parking: 6 spaces. Applicant is requesting relief to reduce the required parking by 100%

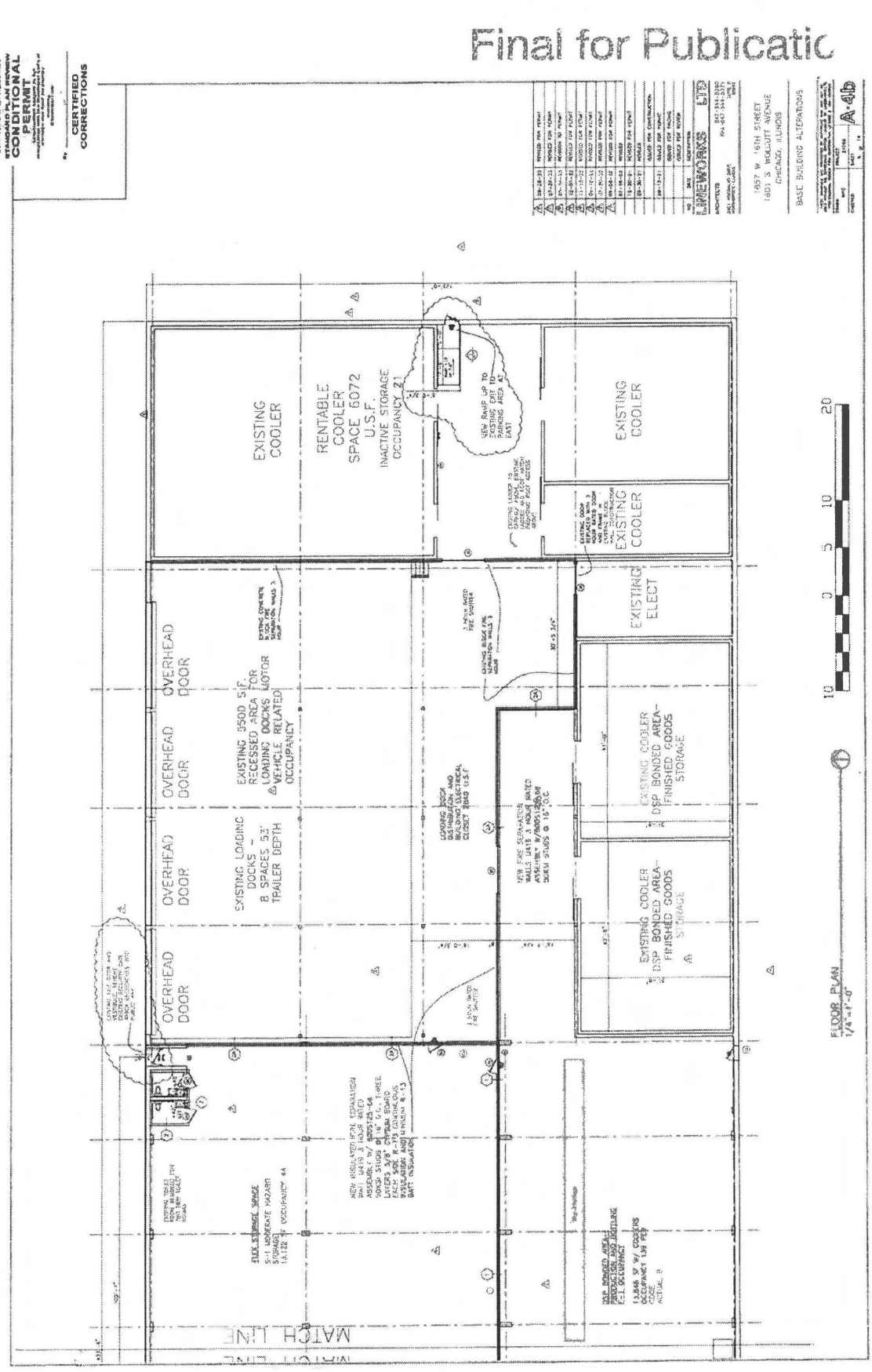
1e. Existing Setbacks:

Front: Zero
Rear: Zero
Side West: Zero
Side East: 167.11 feet

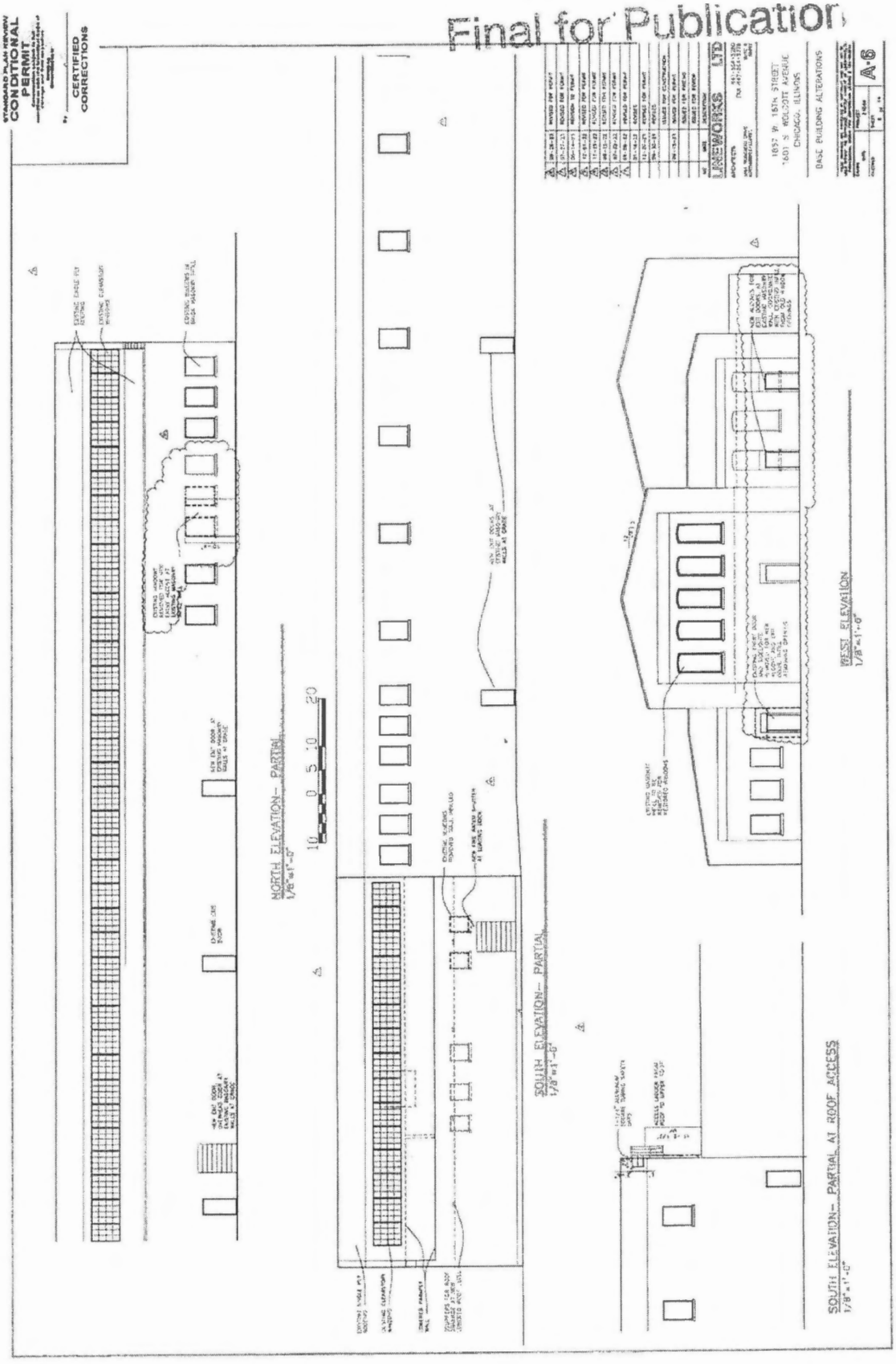
1f. Existing Building Height: 1 story, 36 feet, 3 inches

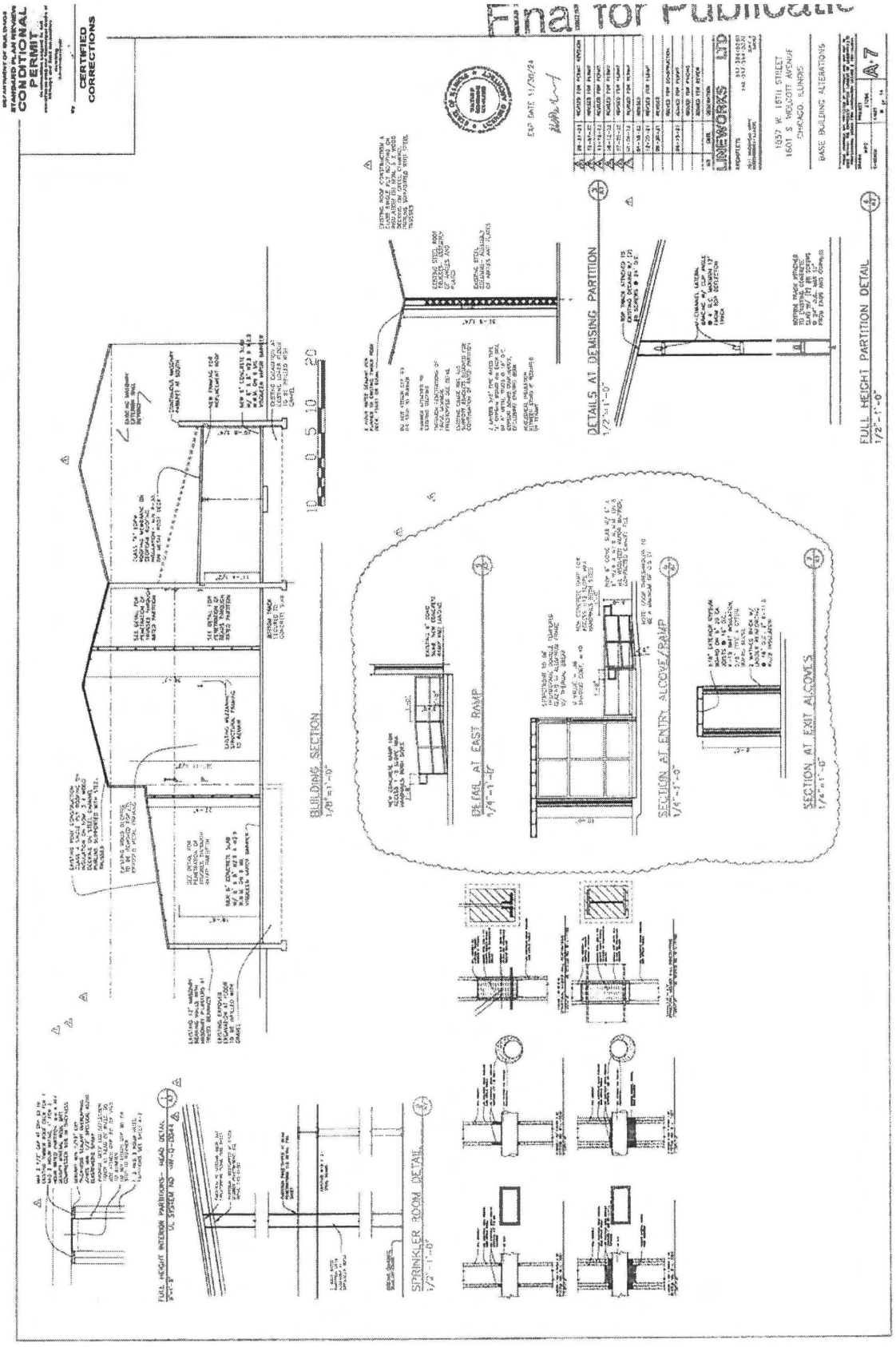

Final for Publicatio
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
LINEWORKS LTD
1857 W. 18TH STREET
1601 S. WOLCOTT AVENUE
CHICAGO, ILLINOIS
BASE BUILDING ALTERATIONS
A-4
FLOOR PLAN
FLEX STORAGE SPACE
MATCH LINE
EXISTING COOLER
OVERHEAD DOOR
TOILET ELEVATIONS
INDIVIDUAL TOILET ROOM ELEVATIONS
DRINKING FOUNTAIN ELEVATIONS
SIGNAGE DETAIL
WOMEN'S
MEN'S
TOILET
TOILET PLANS
ENTRY VESTIBULE


Final for Publicatic
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
MATCH LINE
FLEX STORAGE SPACE
S-1 MODERATE HAZARD STORAGE
13,12? SF OCCUPANCY 44
EXTERIOR DOCK SPACE
FLOOR PLAN
1857 W 16TH STREET
1801 S. WOLCOTT AVENUE
CHICAGO, ILLINOIS
BASIC BUILDING ALTERATIONS

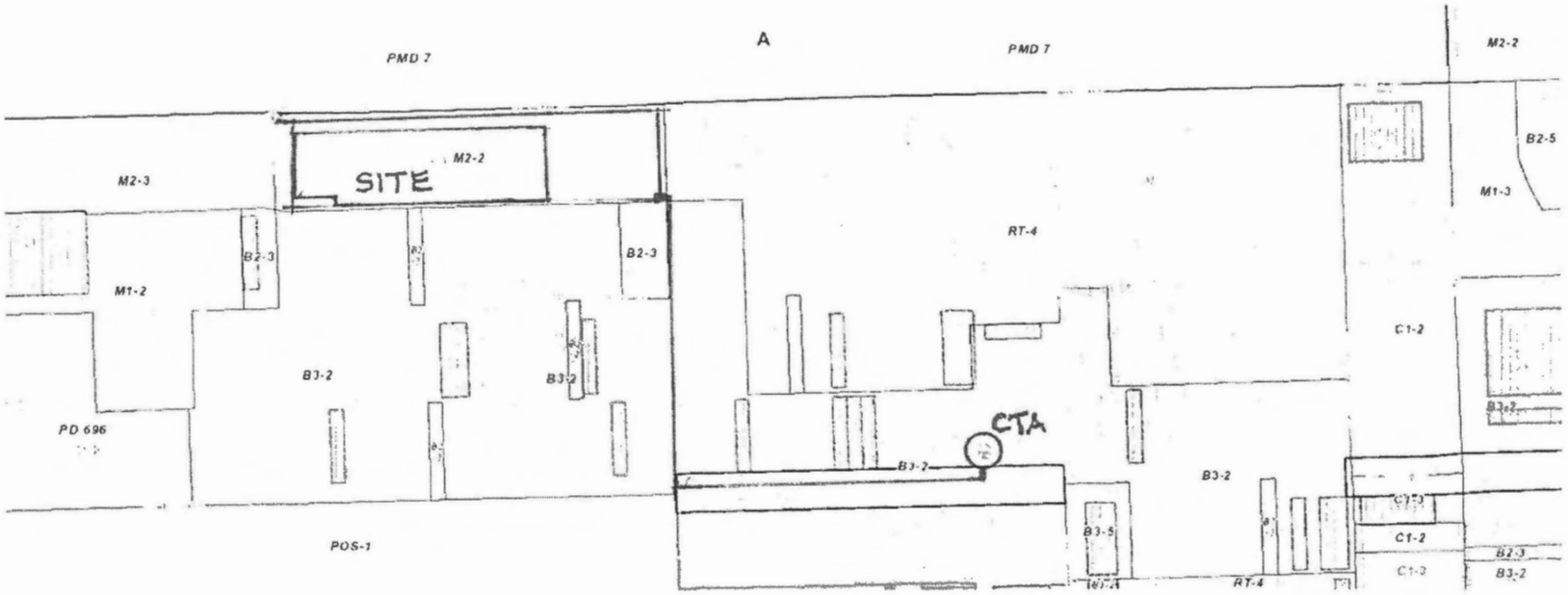

Final for Publicatic
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
EXISTING COOLER
RENTABLE COOLER SPACE 6072 U.S.F. INACTIVE STORAGE OCCUPANCY 21
EXISTING COOLER
EXISTING COOLER
EXISTING ELECT
OVERHEAD DOOR
OVERHEAD DOOR
OVERHEAD DOOR
OVERHEAD DOOR
EXISTING 3500 S.F. RECESSED AREA FOR LOADING DOCKS MOTOR VEHICLE RELATED OCCUPANCY
EXISTING LOADING DOCKS - 8 SPACES 53' TRAILER DEPTH
EXISTING COOLER DSP BONDED AREA-FINISHED GOODS STORAGE
EXISTING COOLER DSP BONDED AREA-FINISHED GOODS STORAGE
MATCH LINE
FLOOR PLAN
LIMEWORKS LTD
BASE BUILDING ALTERATIONS
A-4b

Final for Publication




Final for Publicatio
CONDITIONAL PERMIT
CERTIFIED CORRECTIONS
BUILDING SECTION
DETAILS AT DEMISING PARTITION
FULL HEIGHT PARTITION DETAIL
DETAIL AT EAST RAMP
SECTION AT ENTRY ALCOVE/RAMP
SECTION AT EXIT ALCOVES
SPRINKLER ROOM DETAIL
LINEWORKS LTD
BASE BUILDING ALTERATIONS
A-7

Zoning and Land Use Map
Department of Planning and Development



TRAVEL DISTANCE FROM SITE TO
18TH STREET CTA STATION 1013
FEET

SITE PLAN

NORTH

STATE OF ILLINOIS
WALTER P.
ICHEMANN
001-011050
LICENSED ARCHITECT

EXP DATE 11/30/24

LINEWORKS LTD
ARCHITECTS 847·564·5280
PROFESSIONAL DESIGN FIRM CORPORATION LICENSE # 184-003924
3501 WOODHEAD DRIVE SUITE 8
NORTHBROOK·ILLINOIS 60062

1857 W. 16TH STREET
1601 S. WOLCOTT
CHICAGO, ILLINOIS

Final for Publication

Reclassification Of Area Shown On Map No. 4-H.
(As Amended)
(Application No. 22345T1)
(Common Address: 2308 W. 18th Pl.)

[SO2024-0007273]

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 4-H in the area bounded by:

the public alley next north of and parallel to West 18th Place; a line 75.0 feet west of and parallel to South Oakley Avenue; West 18th Place; and a line 100.00 feet west of and parallel to South Oakley Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; Existing Basement, 1st, 2nd and Attic Floor Plans; Architectural Basement, 1st, 2nd, 3rd and Attic Floor Plans; Front and Rear Building Elevations; New Building Section; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12230 through 12339 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Filed for Publication

SUBSTITUTE NARRATIVE AND PLANS
TYPE I Rezoning Attachment
2308 West 18th Place
From RT-4 to B2-5

The Property

The subject property is located in an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District and is located in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is located approximately 530.0' from the METRA Western Station, approximately 980.0' from the Western CTA Train Station entrance, and approximately 480.0' from the CTA Western Bus Corridor (Route 49).

The Property is improved with a two-story front residential building (28'-4" in height) that includes two residential units and a rear two story residential building (23'-3" in height) that includes four residential units. There is no parking.

The Project

2308 BUYERS LLC (the "Applicant") seeks to rezone the property to convert both buildings into one building by constructing a middle addition and a third floor that will connect both buildings. The new building will include a new height of 42'-0". The Applicant also will add two new residential units to the single combined building for a total of eight dwelling units on the property. The Applicant will provide two bicycle spaces. No parking is proposed.

The subject rezoning application also seeks Type-1 relief to reduce parking from two spaces to zero as the property qualifies for ETOD parking reduction under section 17-13-0303-D and 17-10-0102-B and also seeks variation relief under section 17-13-1101-B to reduce the required side yard setbacks from a combined 5.0' to 0.27' (west side existing), provide a 3.09' east side setback, reduce the front yard setback from 3.68' to 2.89' (existing), and reduce the rear yard setback from 30.0' to 15.58' (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 a B2-5 Neighborhood Mixed-Use District.

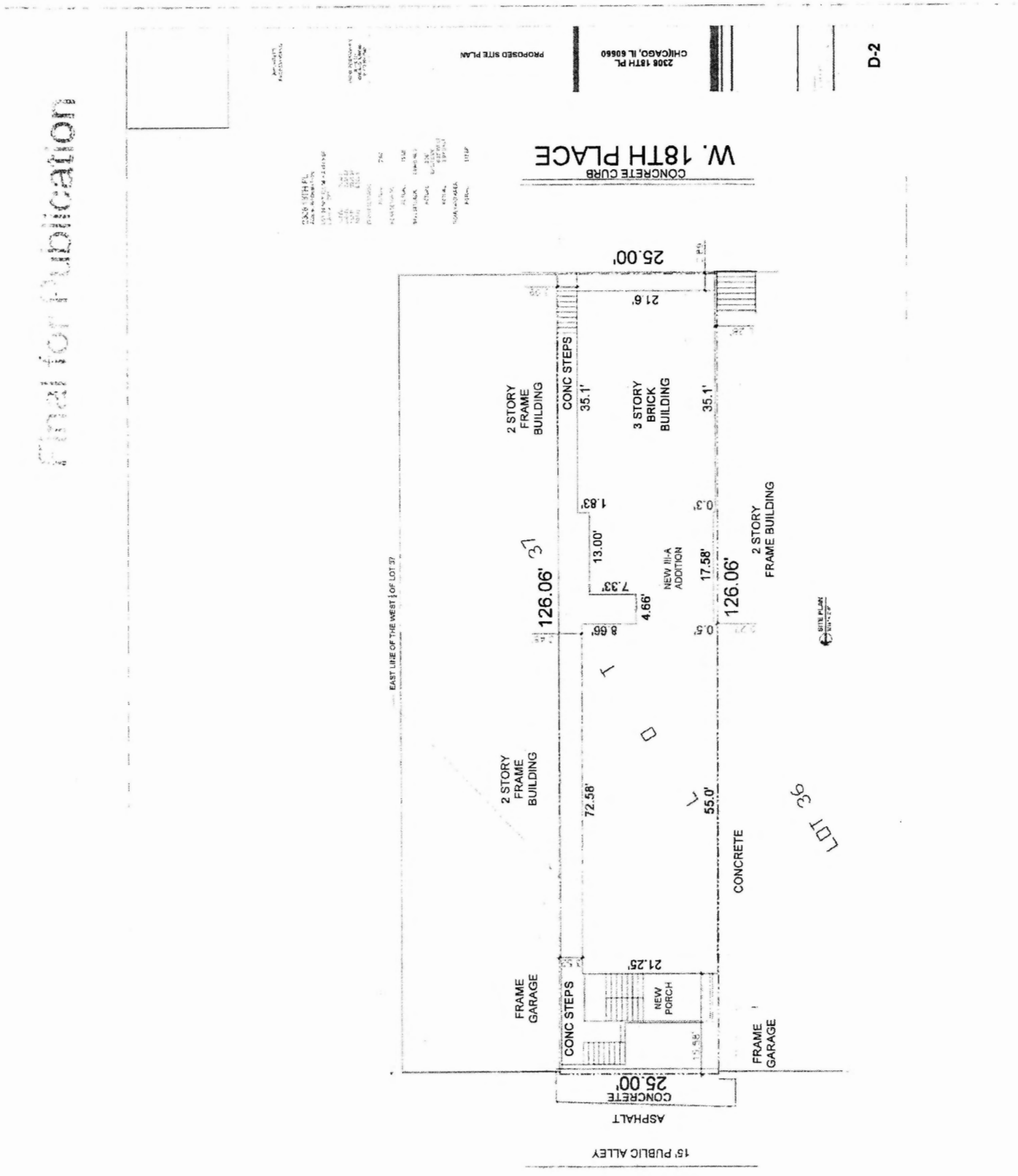
The following are the relevant zoning parameters for the proposed project:

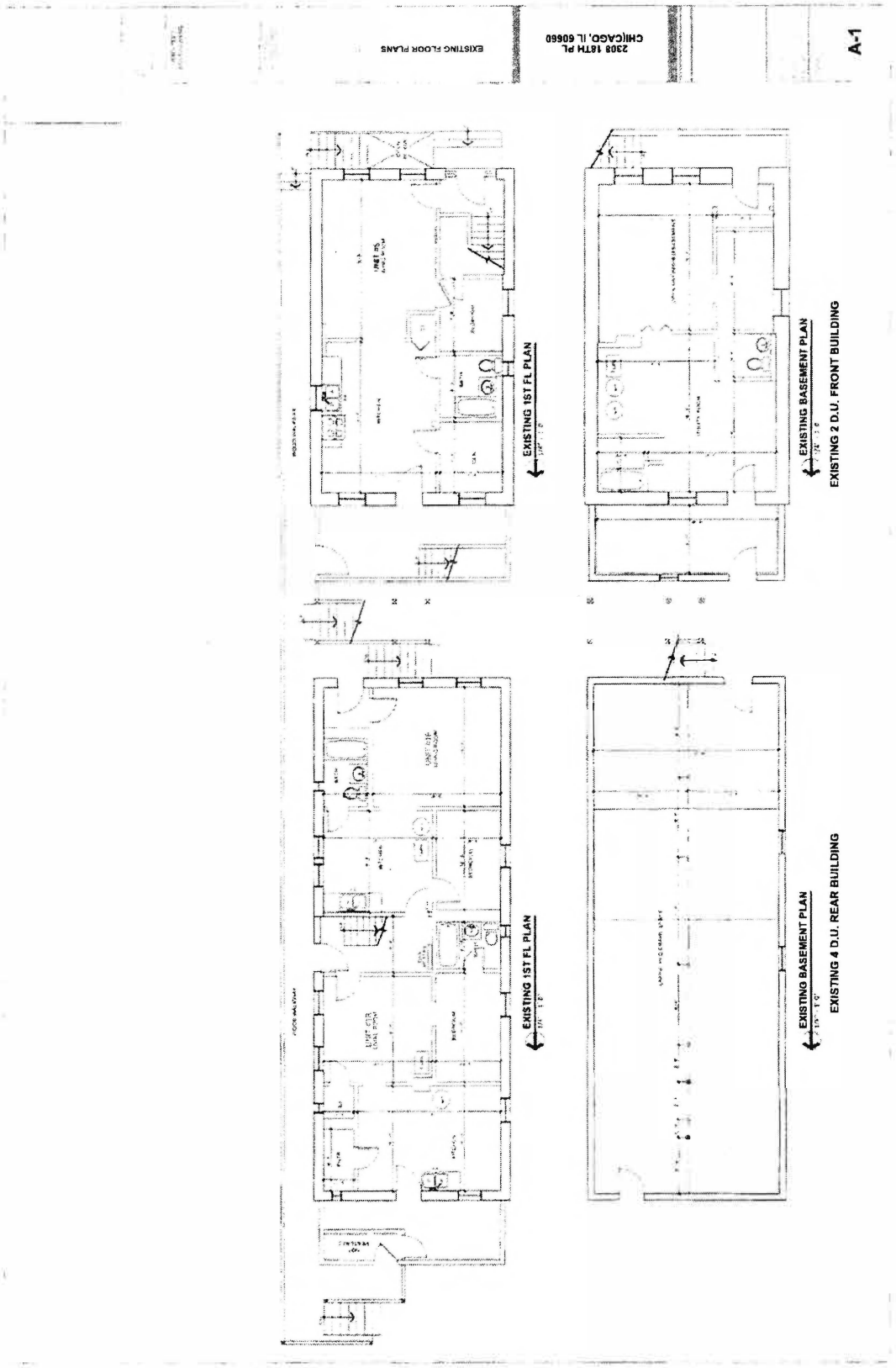
Lot Area:	3,125 square feet (as recorded)	
FAR:	2.145	
Floor Area:	6,705 square feet	
Residential Dwelling Units:	8	
MLA Density:	390.63 square feet	
Height (existing):	42'-0"	
Bicycle Parking:	2	
Automobile Parking:	0*	
Setbacks (existing):	Front (18th Place):	2.89'
	North (alley/rear):	15.58'
	East:	3.09'
	West:	0.27'

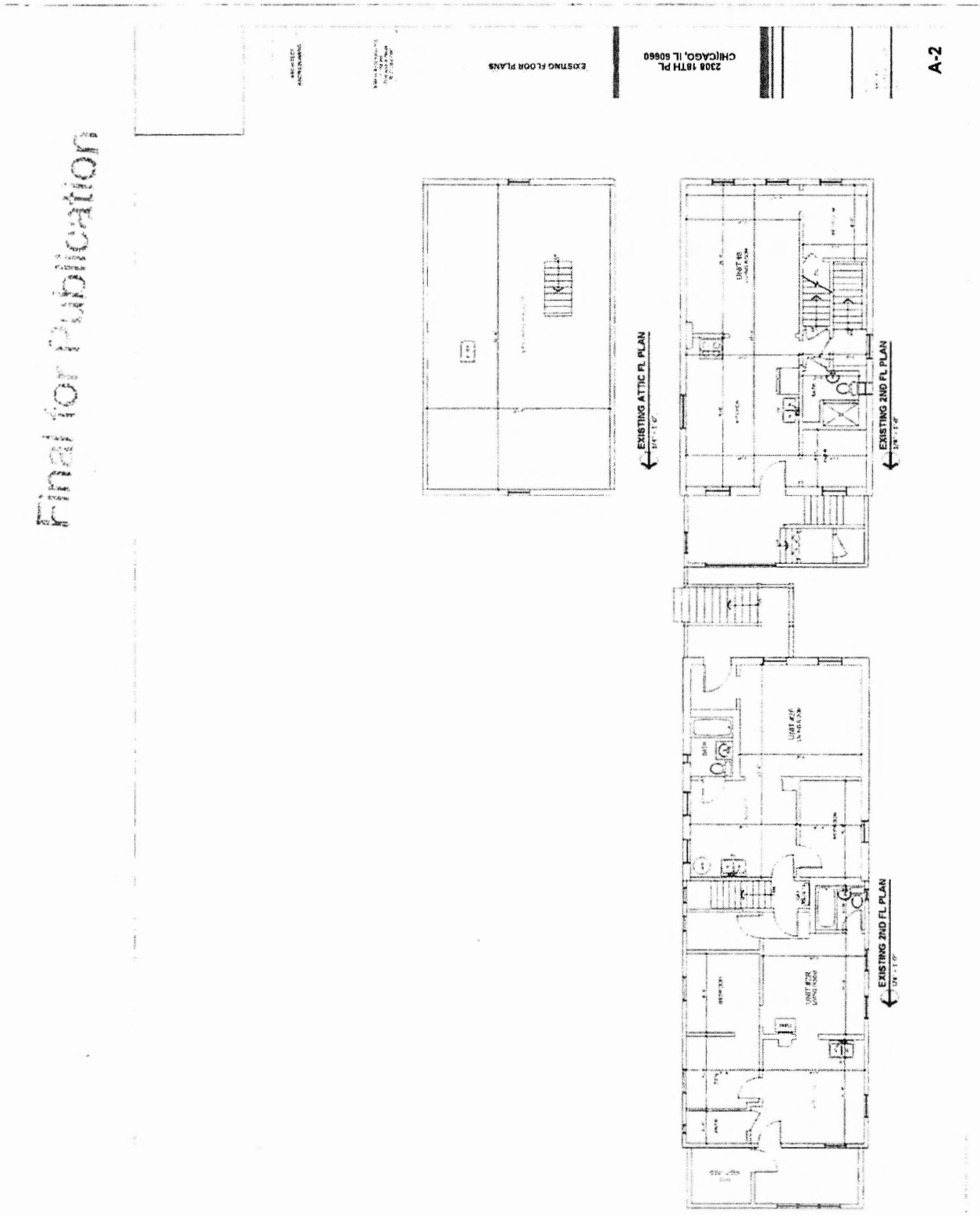
A set of plans is attached.

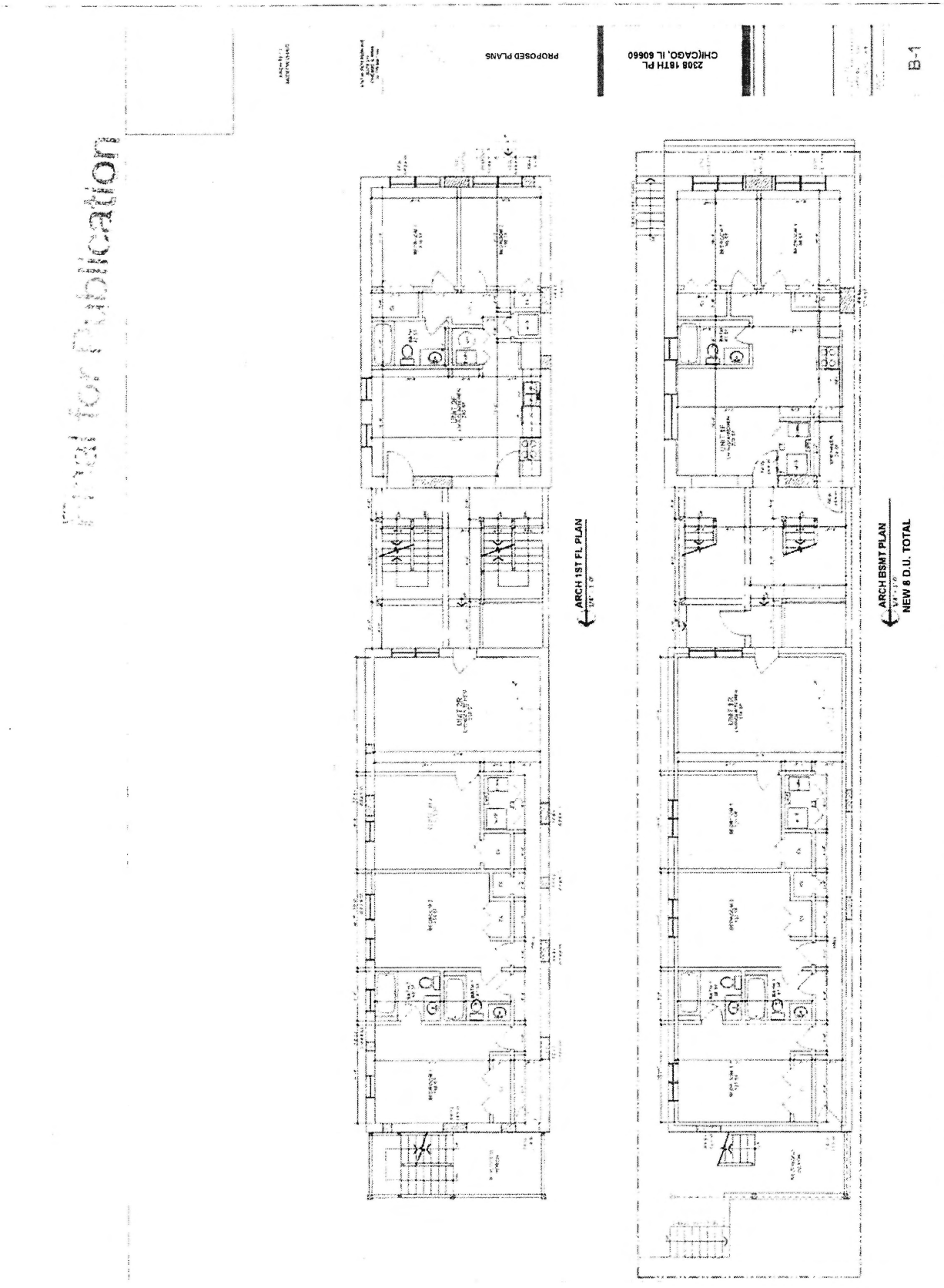
* The property sits in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is 530.0' from the METRA Western Station, approximately 980.0' from the Western CTA Train Station entrance, and approximately 480.0' from the CTA Western Bus Corridor (Route 49).

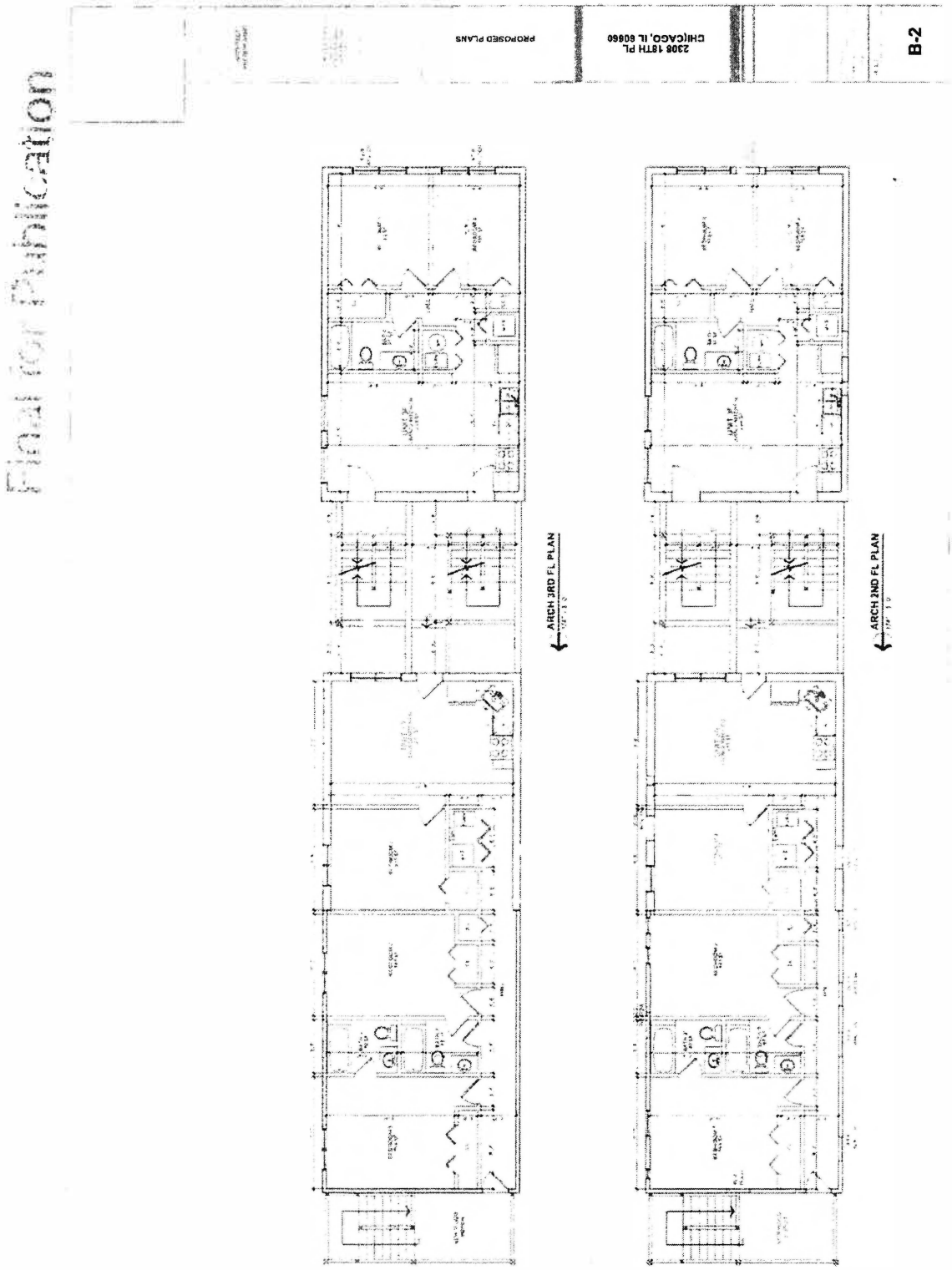
Filed for Publication
EXISTING SITE PLAN
2308 18TH PL
CHICAGO, IL 60660
D-1
W. 18TH PLACE
CONCRETE CURB
25.00'
21.6'
2 STORY FRAME BUILDING
WOOD
35.1'
2 STORY BRICK BUILDING
35.1'
0.5'
0.5'
8.2'
8.2'
20.3'
FRAME ADDITION
2 STORY FRAME BUILDING
126.06'
WOOD DECK
21.2'
126.06'
2 STORY FRAME BUILDING
WOOD
54.9'
2 STORY BRICK & FRAME BUILDING
55.0'
CONCRETE
LOT 36
FRAME GARAGE
0.5'
6.7'
19.6'
6.7'
2'
WOOD
FRAME GARAGE
CONCRETE
25.00'
ASPHALT
15' PUBLIC ALLEY

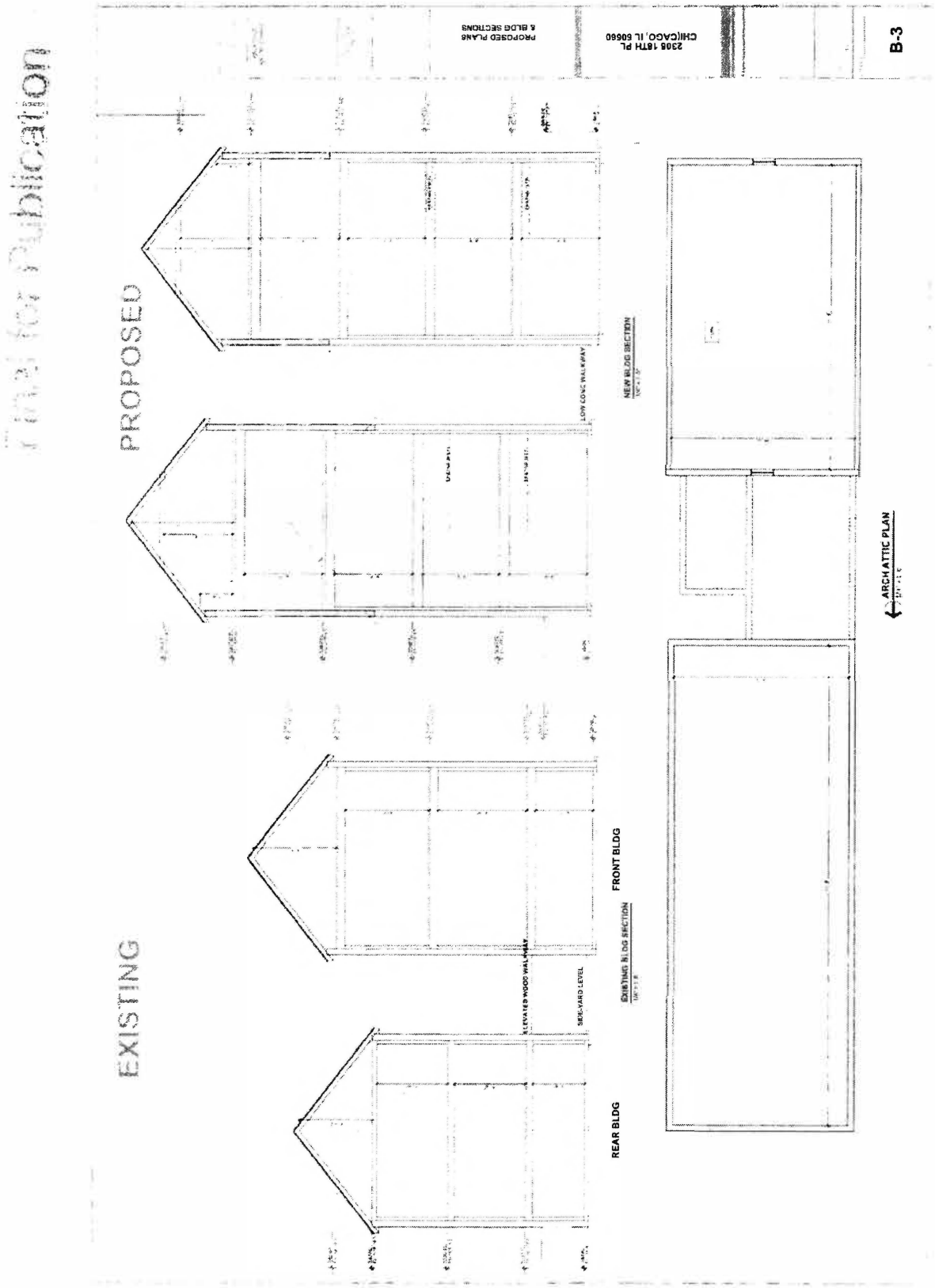

Final for Publication
PROPOSED SITE PLAN
2306 18TH PL
CHICAGO, IL 60660
D-2
W. 18TH PLACE
CONCRETE CURB
25.00'
21.6'
2 STORY FRAME BUILDING
CONC STEPS
35.1'
3 STORY BRICK BUILDING
35.1'
1.83'
0.3'
13.00'
7.33'
4.66'
NEW III-A ADDITION
17.58'
2 STORY FRAME BUILDING
126.06'
31
126.06'
8.66'
0.5'
EAST LINE OF THE WEST ½ OF LOT 37
2 STORY FRAME BUILDING
72.58'
55.0'
CONCRETE
LOT 36
21.25'
FRAME GARAGE
CONC STEPS
NEW PORCH
FRAME GARAGE
25.00'
CONCRETE
ASPHALT
15' PUBLIC ALLEY


Final for Publication
EXISTING FLOOR PLANS
2308 18TH PL
CHICAGO, IL 60660
A-1
EXISTING 1ST FL PLAN
EXISTING BASEMENT PLAN
EXISTING 2 D.U. FRONT BUILDING
EXISTING 1ST FL PLAN
EXISTING BASEMENT PLAN
EXISTING 4 D.U. REAR BUILDING


Final for Publication
EXISTING FLOOR PLANS
2308 18TH PL
CHICAGO, IL 60860
A-2
EXISTING ATTIC FL PLAN
EXISTING 2ND FL PLAN
EXISTING 2ND FL PLAN


Final for Publication
PROPOSED PLANS
2308 18TH PL
CHICAGO, IL 60660
B-1
ARCH 1ST FL PLAN
ARCH BSMT PLAN
NEW 6 D.U. TOTAL


PROPOSED PLANS
2308 18TH PL
CHICAGO, IL 60660
B-2
ARCH 3RD FL PLAN
ARCH 2ND FL PLAN


Final for Publication
PROPOSED
EXISTING
NEW BLDG SECTION
EXISTING BLDG SECTION
FRONT BLDG
REAR BLDG
ARCH ATTIC PLAN
B-3

Elevation Presentation

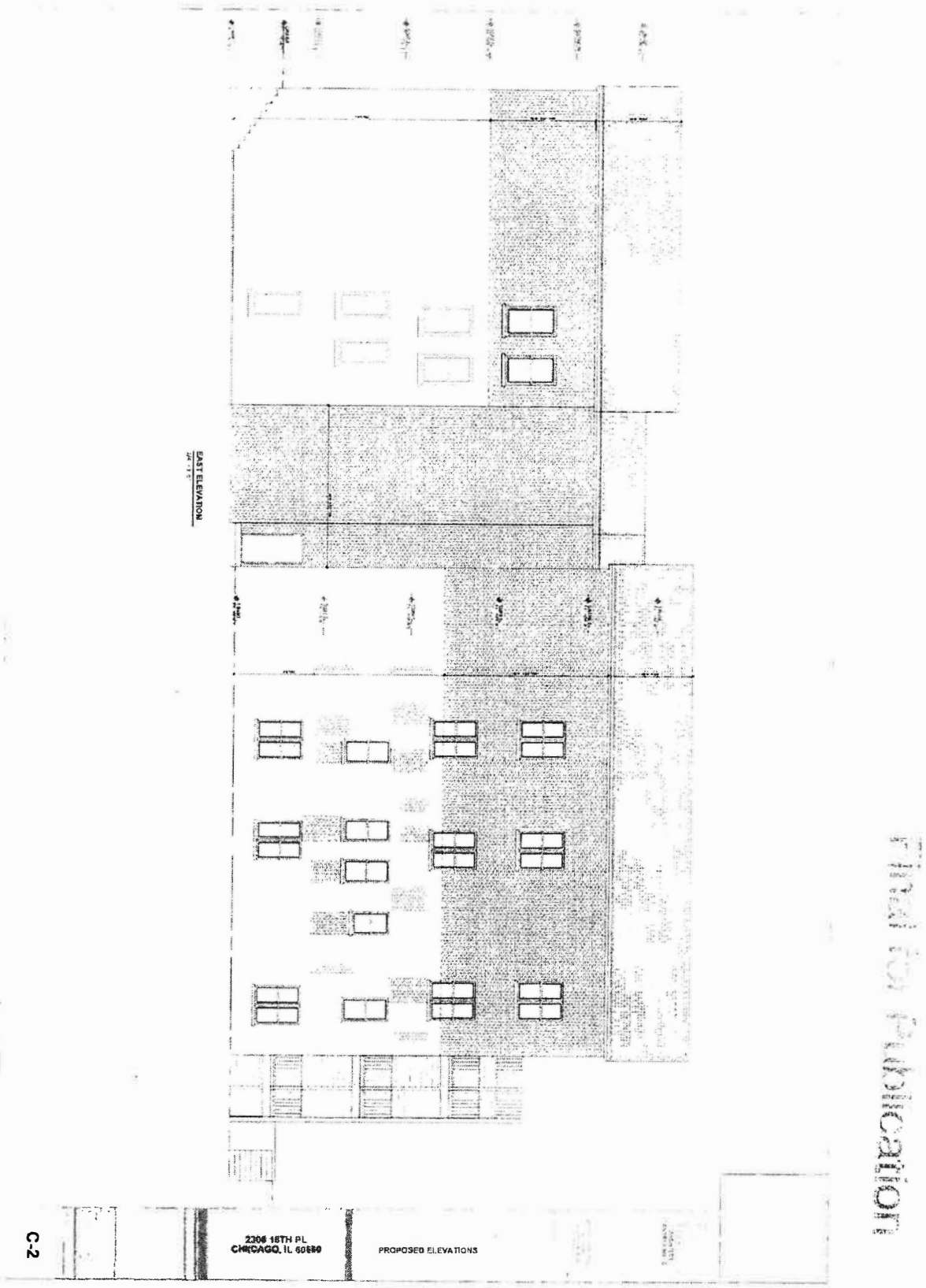
PROPOSED ELEVATIONS

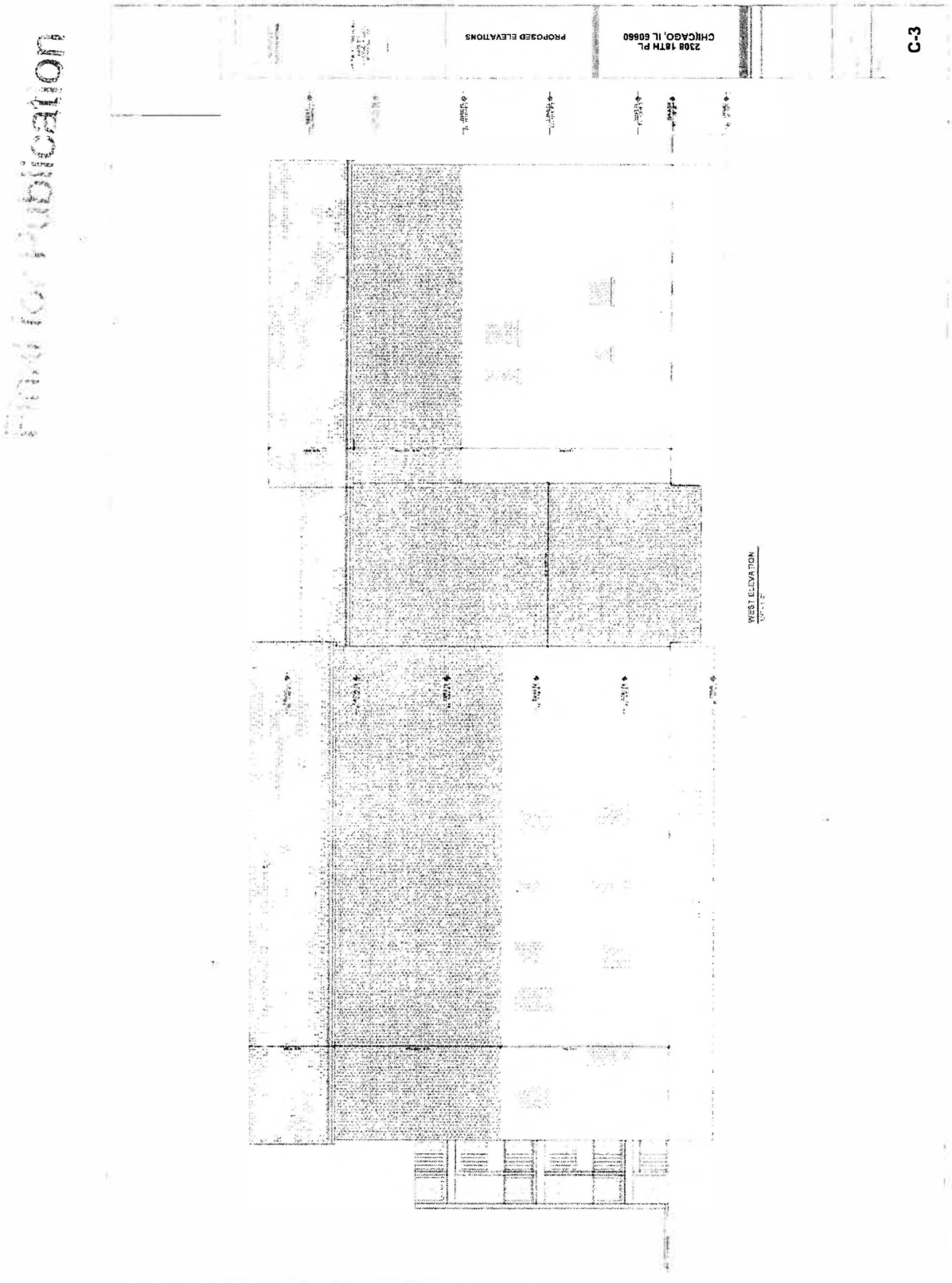
2308 18TH PL
CHICAGO, IL 60660

C-1

NORTH ELEVATION

SOUTH ELEVATION


EAST ELEVATION
2306 18TH PL
CHICAGO, IL 60650
PROPOSED ELEVATIONS
C-2
Final for Publication


PROPOSED ELEVATIONS
2308 18TH PL
CHICAGO, IL 60660
C-3
WEST ELEVATION

Reclassification Of Area Shown On Map No. 4-I.
(As Amended)
(Application No. 22417T1)
(Common Address: 2127 S. Marshall Blvd./2866 -- 2880 W. 21st Pl.)
[SO2024-0008907]

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 B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 25.80 feet north of and parallel to West 21st Place; the public alley next east of and parallel to South Marshall Boulevard; West 21st Place; and South Marshall Boulevard,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[(2127 South Marshall Boulevard and 2868 West 21st Street)
Site Plan; Aerial Map; Front View; Zoning Map; Site and
Transit Location Plan; Existing/Demo Basement, First,
Second and Roof Plan; Existing and Proposed North,
South, East and West Building Elevations; and
Proposed Basement, First, Second, Third
and Roof Plans attached to this
ordinance printed on page 12342
through 12360 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
2127 South Marshall Boulevard / 2866-80 West 21st Place
From B2-5 to B2-5

The Property
The subject property is a corner lot located in a B2-5 Neighborhood Mixed-Use District and is located in an Equitable Transit Served Location per the Chicago Zoning Ordinance section and is approximately 810.0' from the CTA California Pink Line Station entrance.

The property contains one zoning lot with a front two-story building with basement (28'-8" tall) containing six units and a rear two-story building with basement (28'-8" tall) containing two units.

The Project
2127 S. Marshall LLC (the "Applicant") seeks to convert the front building from six units to 12 units. Three new units will be located in the basement and three new units in a proposed third floor addition. The Applicant also seeks to convert the rear building from two units to four units. One new unit will be located in the basement and one new unit in a proposed third floor addition. The property will include a total of 16 units. The proposed zoning height of the front building will be 36'-3" and the rear building will be 37'-8". Six bicycle parking spaces will be provided. There will be no vehicle automobile parking.

The rezoning application also seeks Type-1 application relief under section 17-13-0303-D through an optional administrative adjustment to reduce eight required parking spaces to under section 17-13-1003-EE for properties located in an Equitable Transit Served Location per the Chicago Zoning Ordinance and an optional variation under section 17-13-1101-B to reduce the required front yard setback from 50.0' to 0.0' (existing), a combined side setback reduction of 5.16' to 0.0' (existing) (the north and south side setbacks are and will remain at 0.0'), and a reduction of the rear setback from 30.0' on floors containing dwelling units to 0.0' (existing).

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an B2-5 Neighborhood Mixed-Use District to a B2-5 Neighborhood Mixed-Use District.

The following are the relevant zoning parameters for the proposed project:

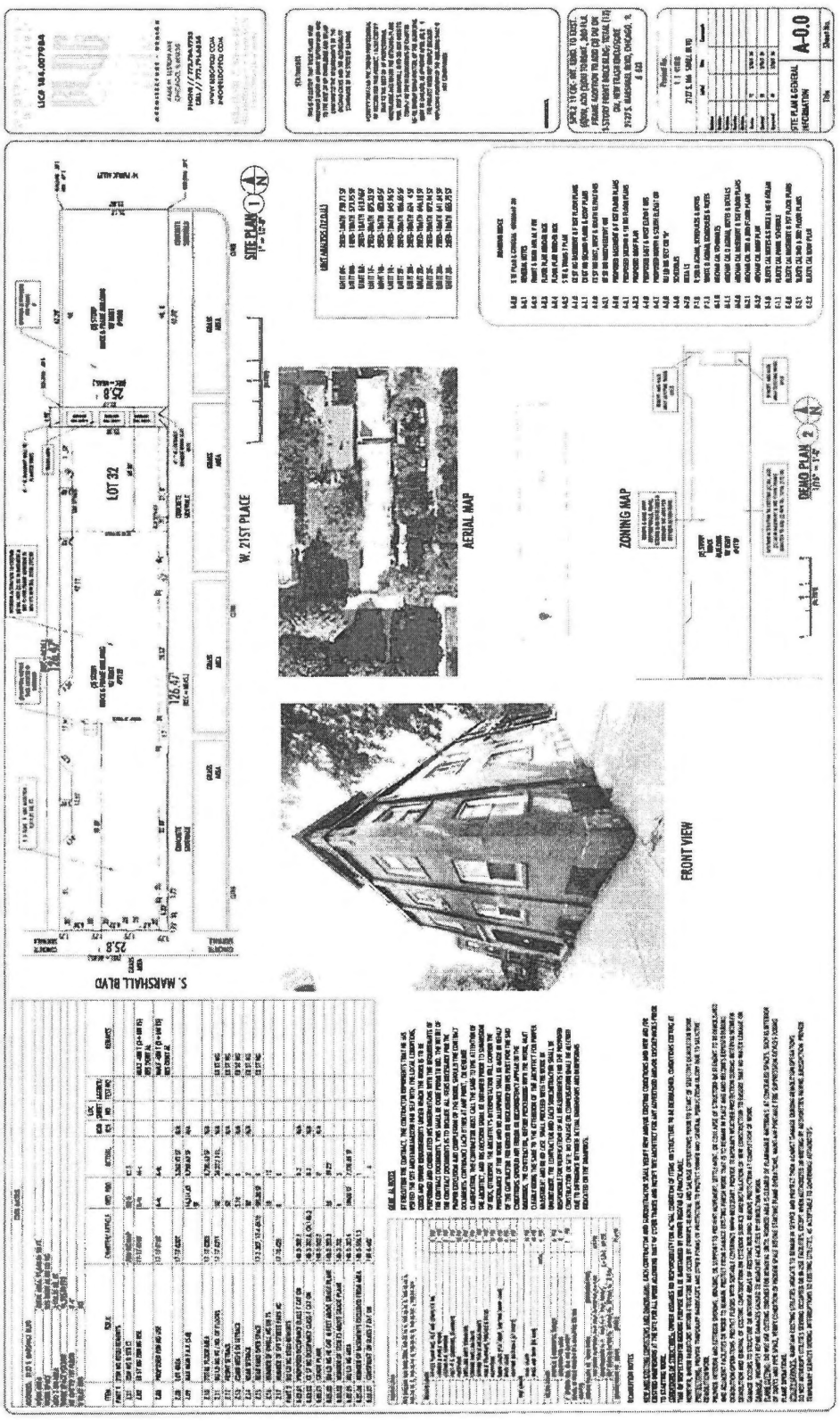
Lot Area:	4,495.65 square feet
FAR:	5.0
Floor Area:	Front building: 8,730.63 square feet Rear building: 3,621.06 square feet
Residential Dwelling Units:	16 total Front building: 12 units Rear building: 4 units
MLA Density:	280.97 square feet
Height (existing):	Front building: 36'-3" Rear building: 37'-8"
Bicycle Parking:	6
Automobile Parking:	0*
Setbacks (existing):	Front (Marshall): 0.00'* North (alley/rear): 0.00'* South: 0.00'* East (rear): 0.00'*

A set of plans is attached which includes ETOD measurements.
* The property sits in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is approximately 810.0' from the CTA California Pink Line Station entrance.

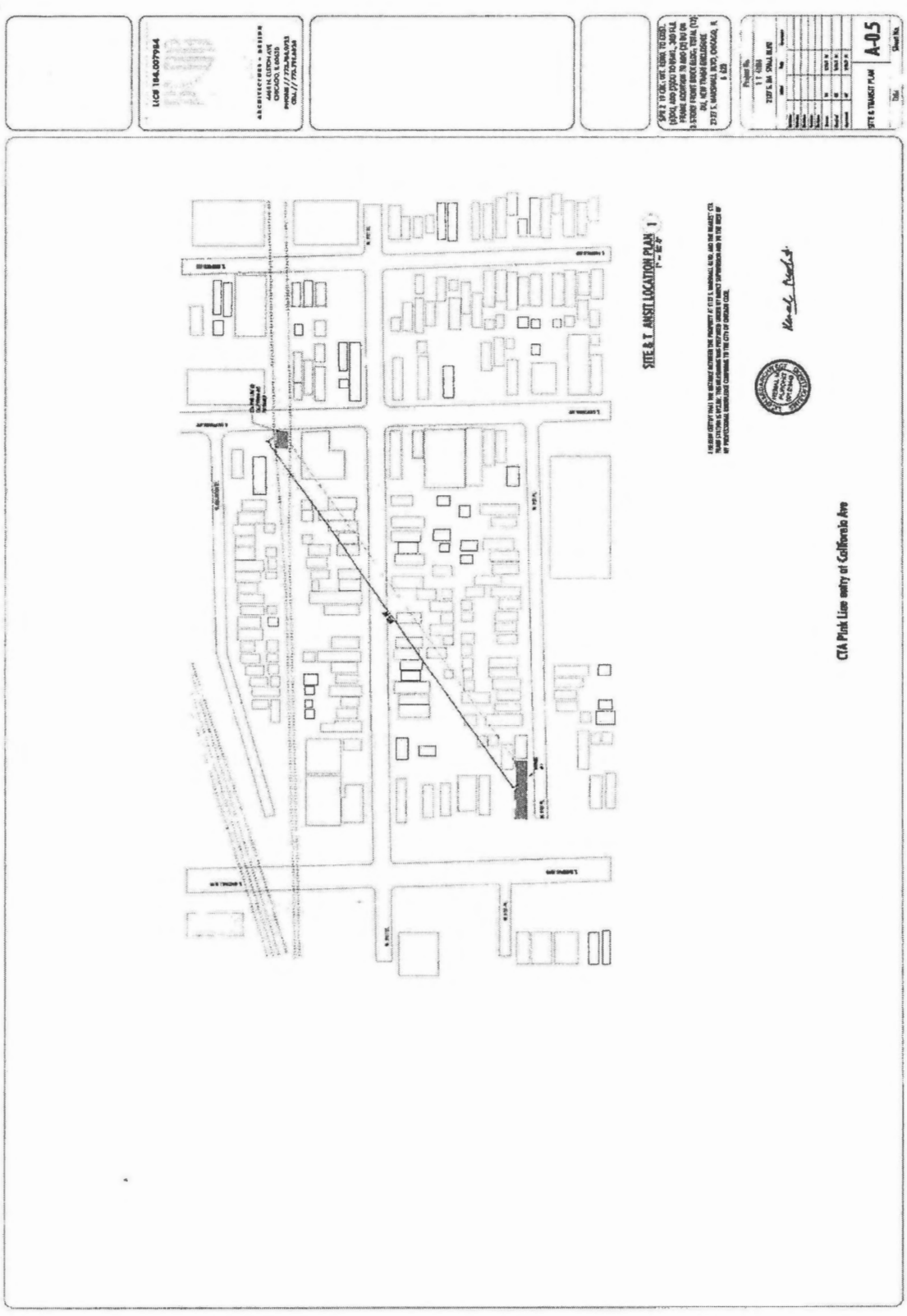
Final for Publication

S R 2019 CBC: INT. RENO. TO EXIST. (6)DU, ADD (3)DU TO BSMT., 3RD FLR. FRAME ADDITION TO ADD (3) DU ON 2-STORY FRONT BRICK BLDG; TOTAL (12) DU, NEW TRASH ENCLOSURE

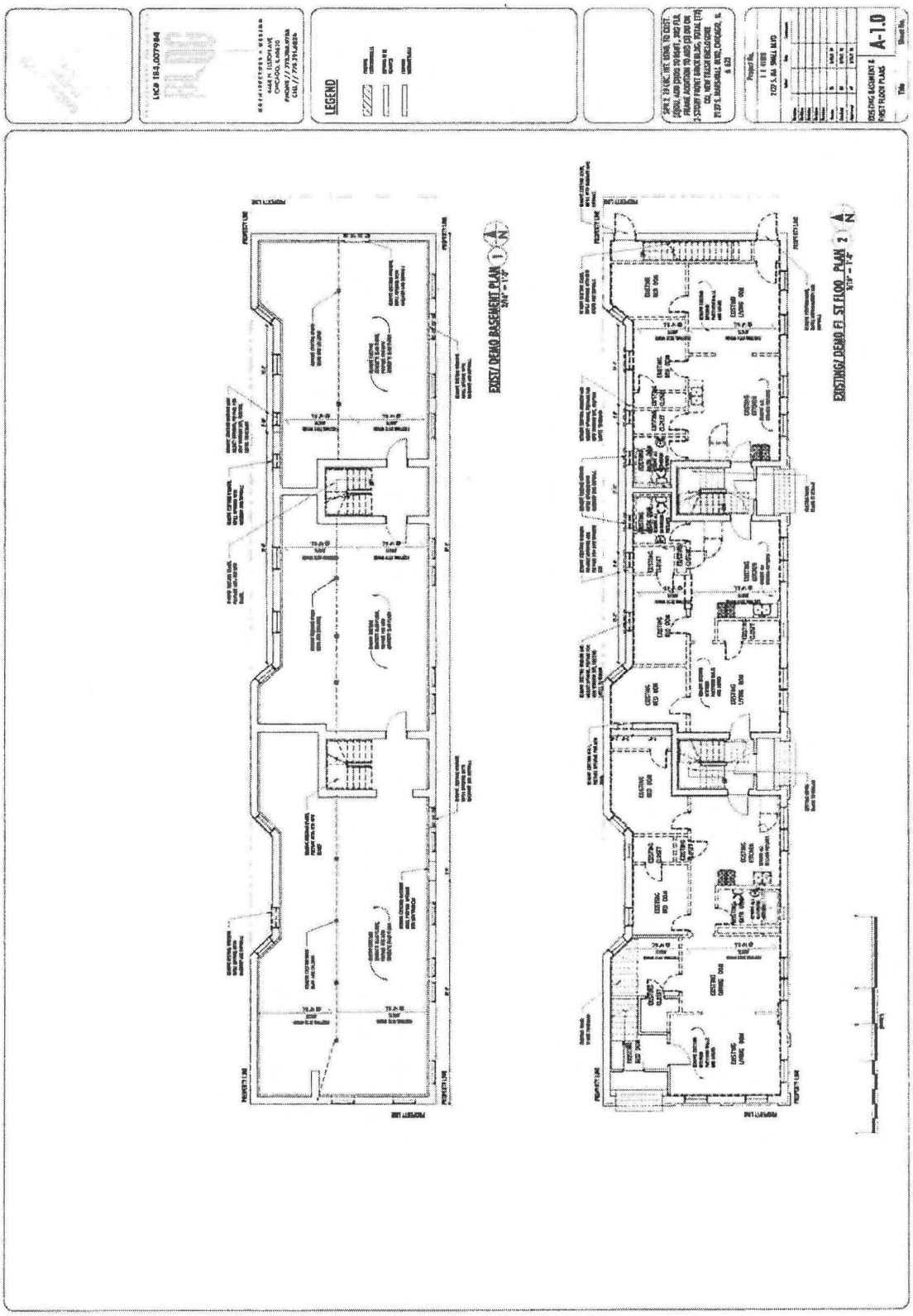
2127 S. MARSHALL BLVD, CHICAGO, IL 60623



Final for Publication



Final for Publication



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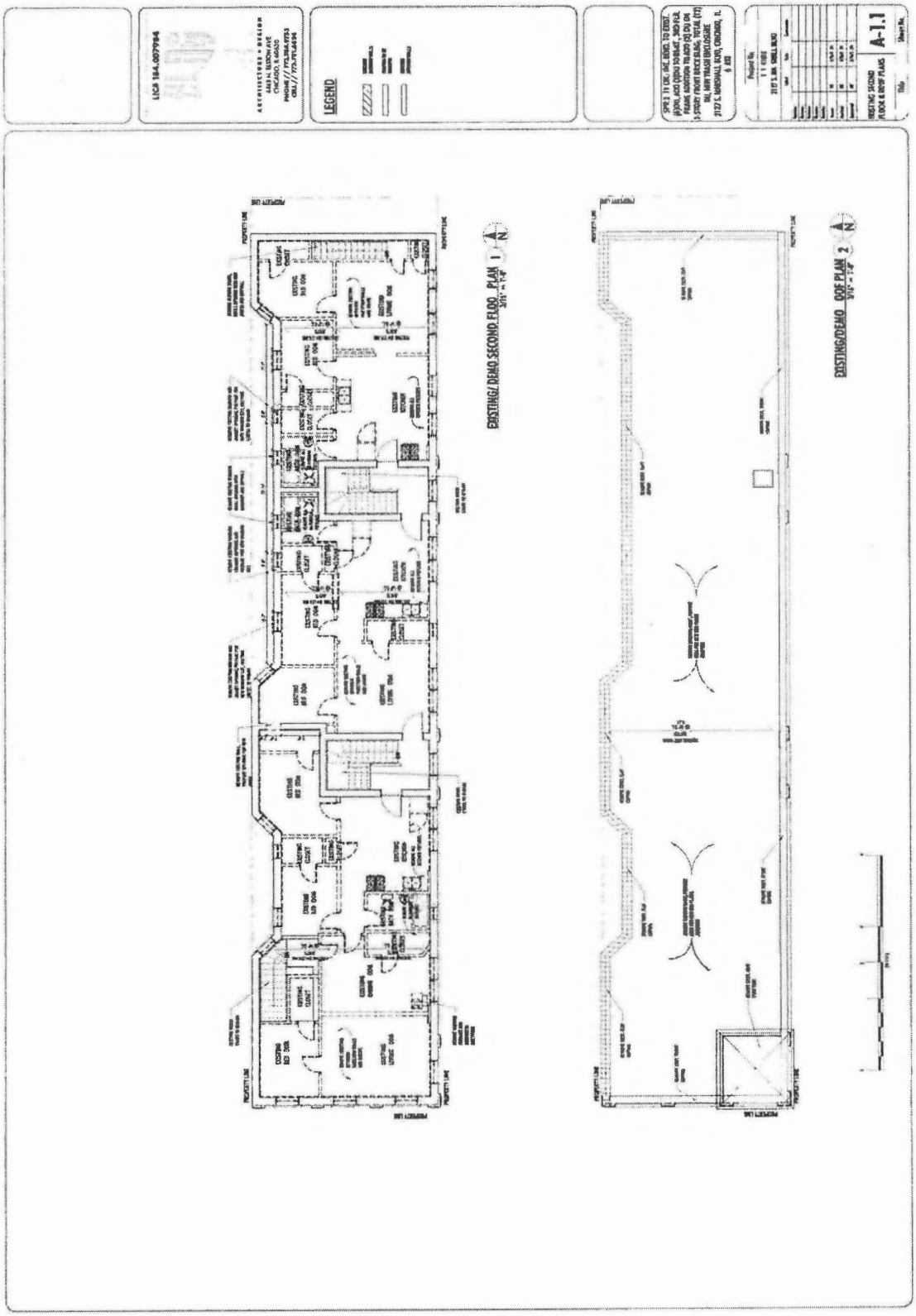

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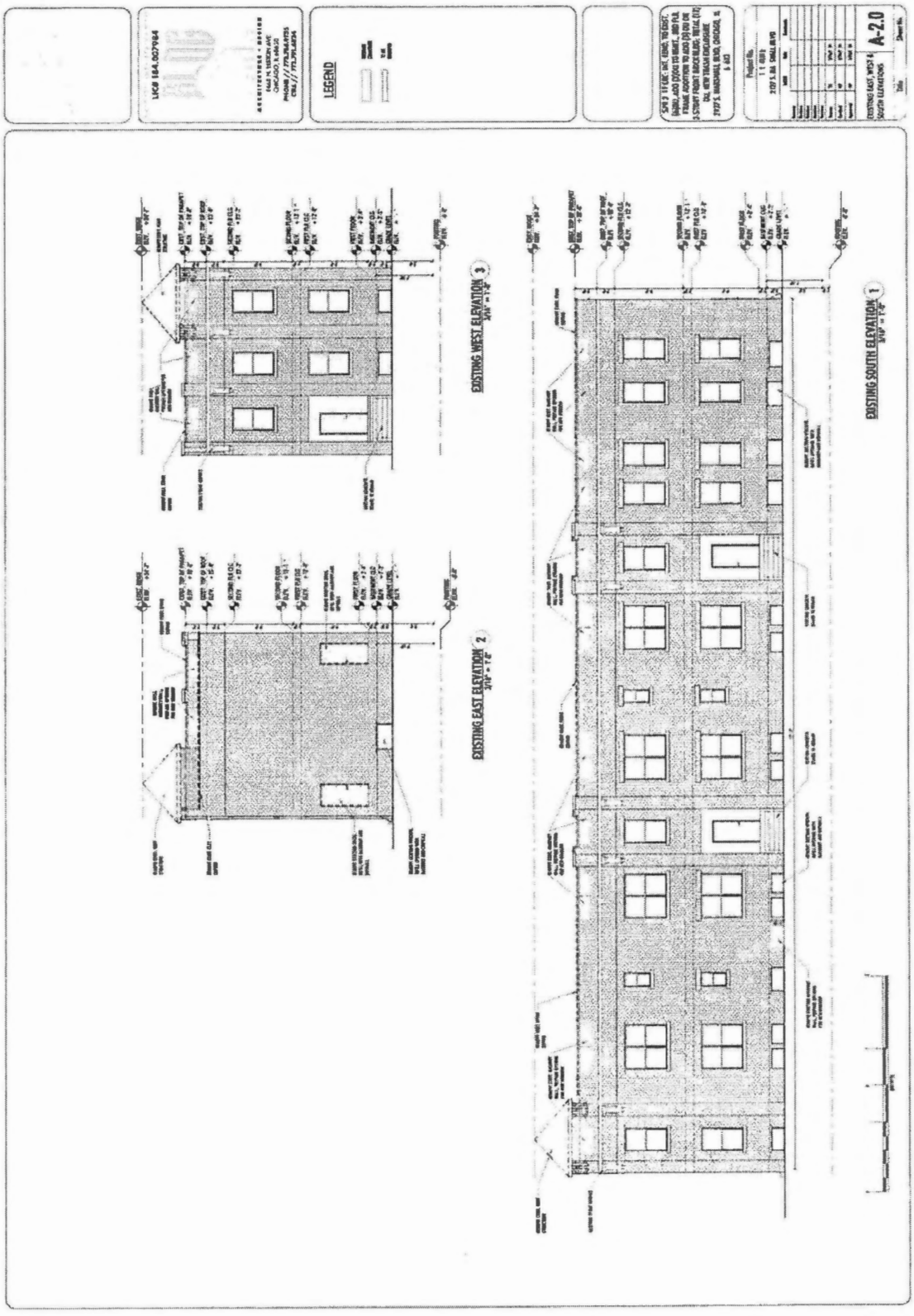

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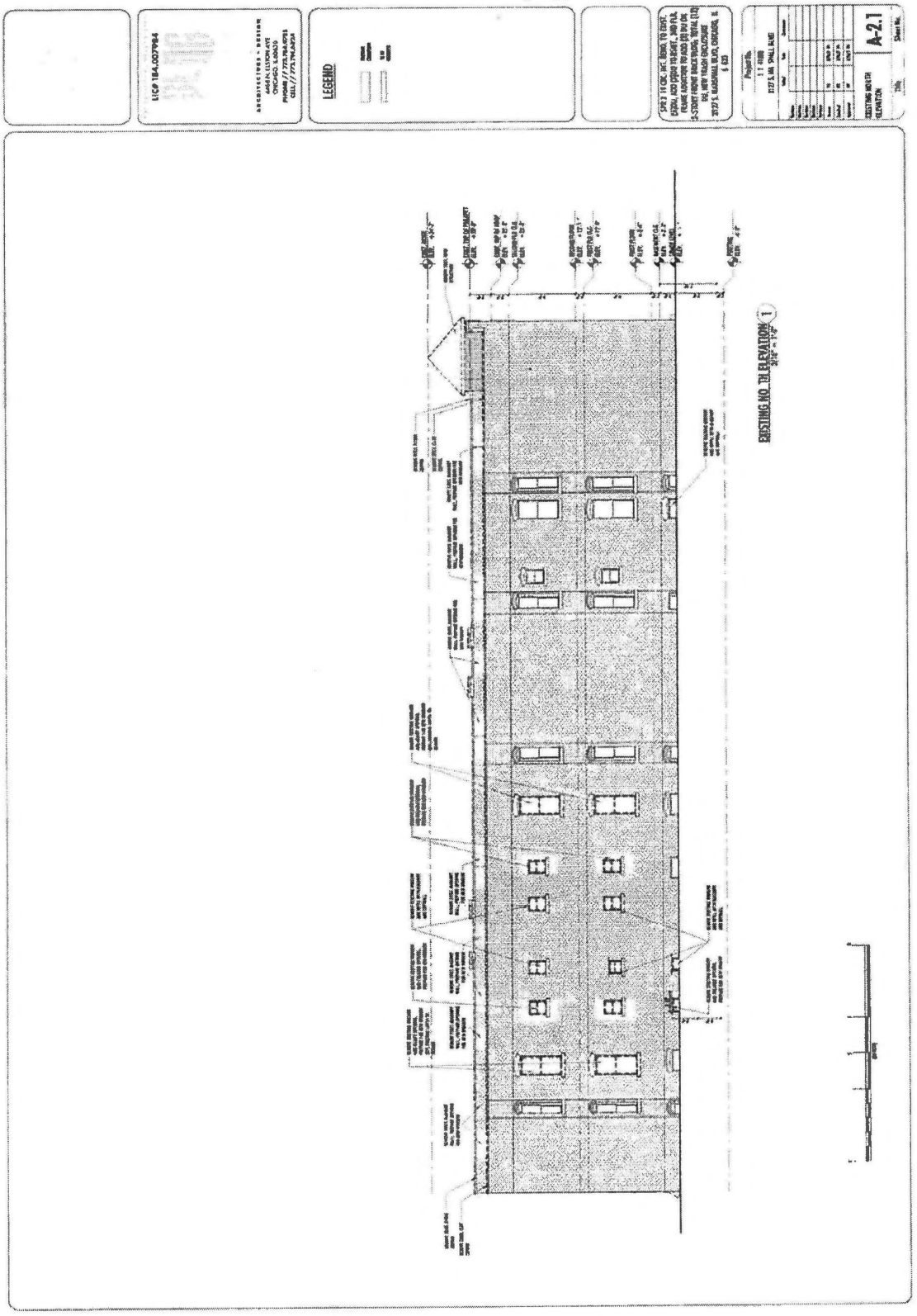

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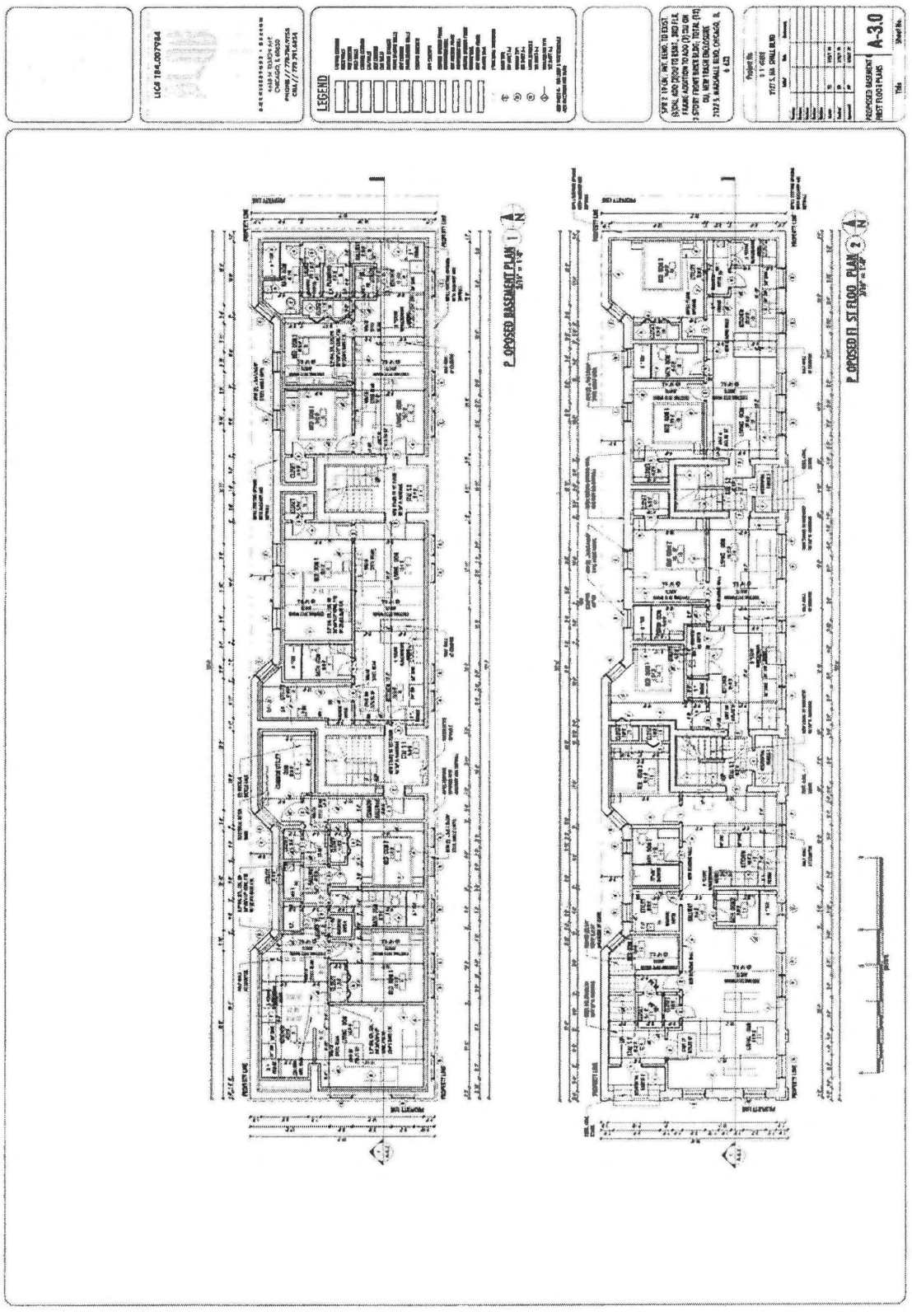

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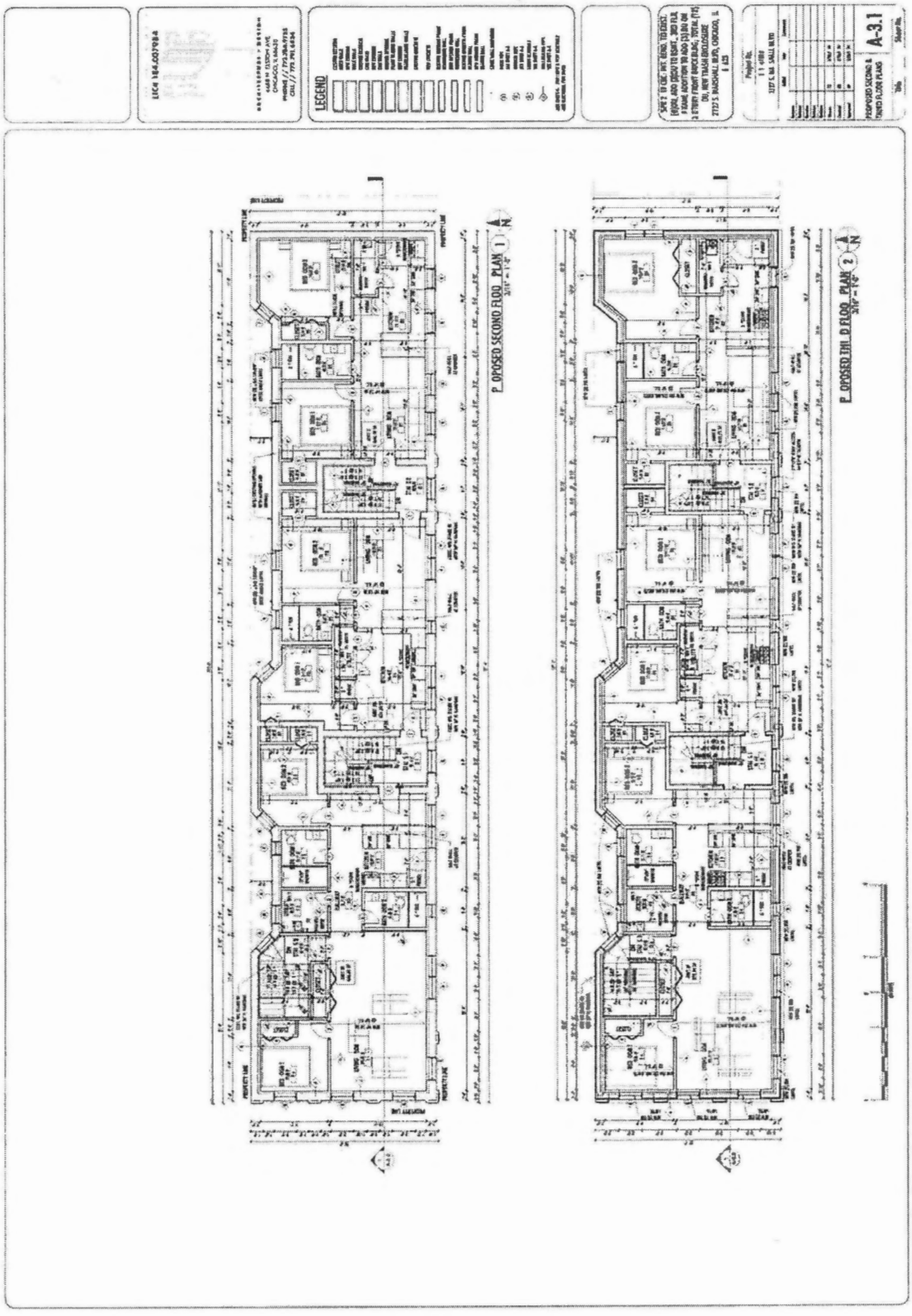

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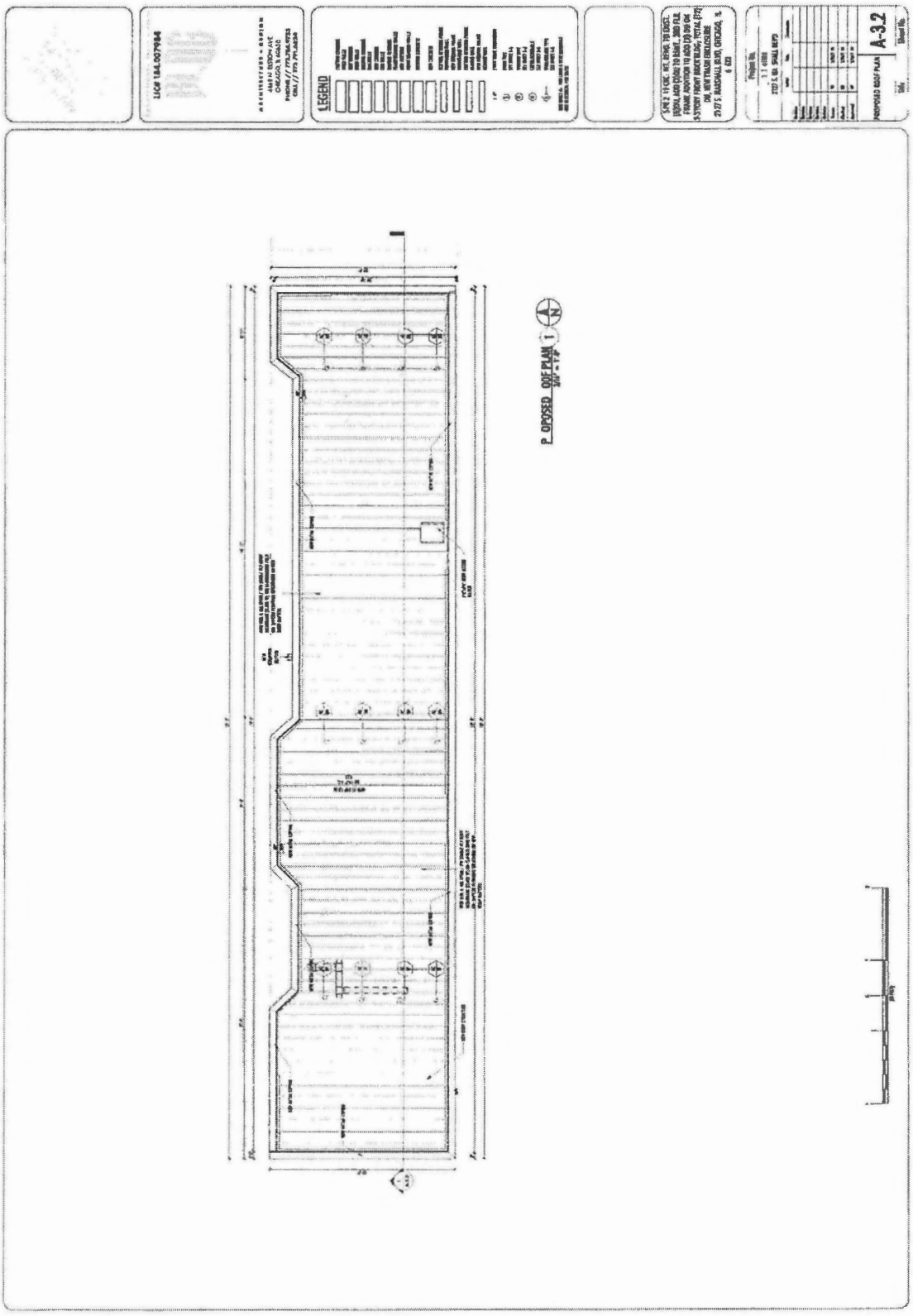

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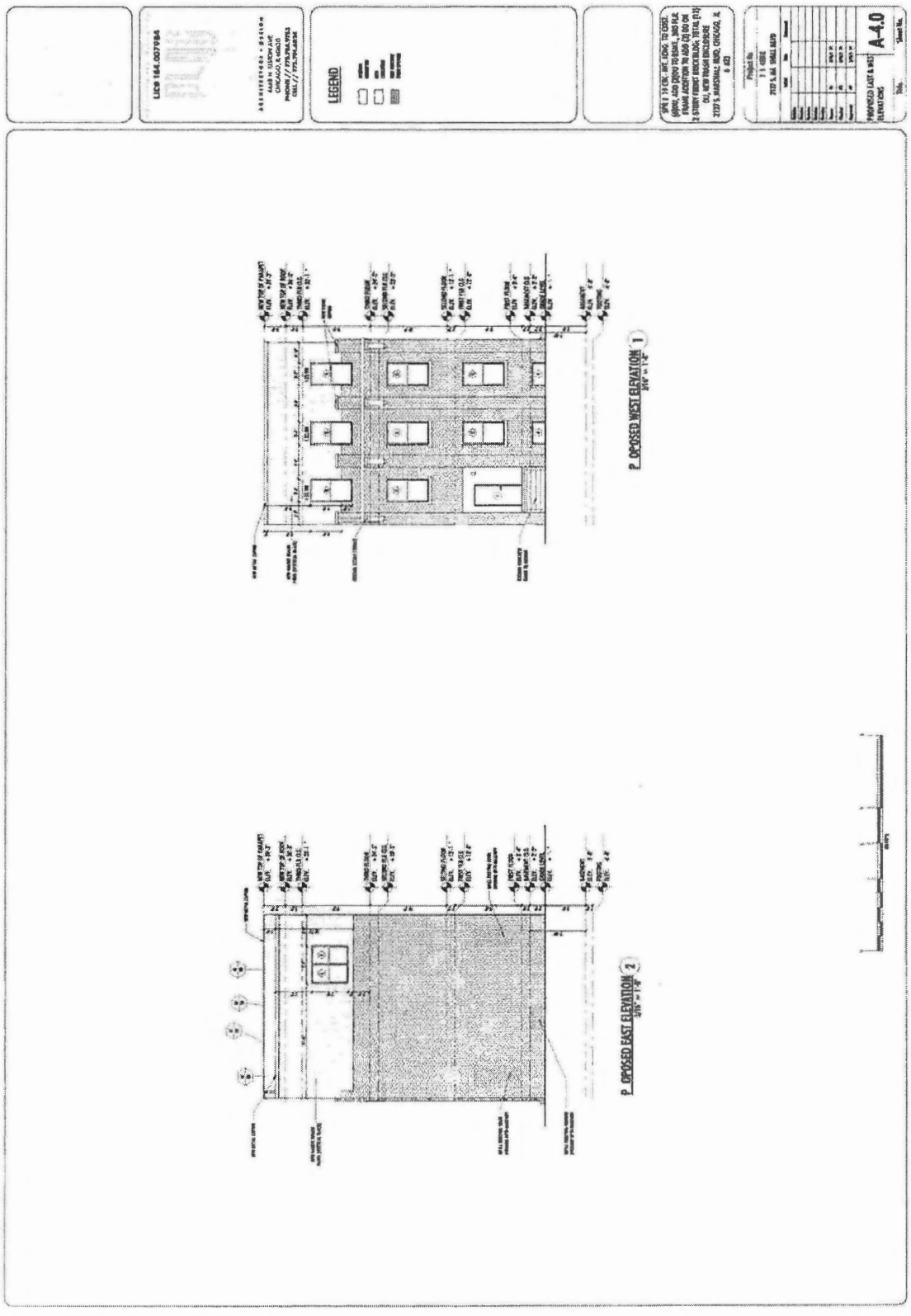

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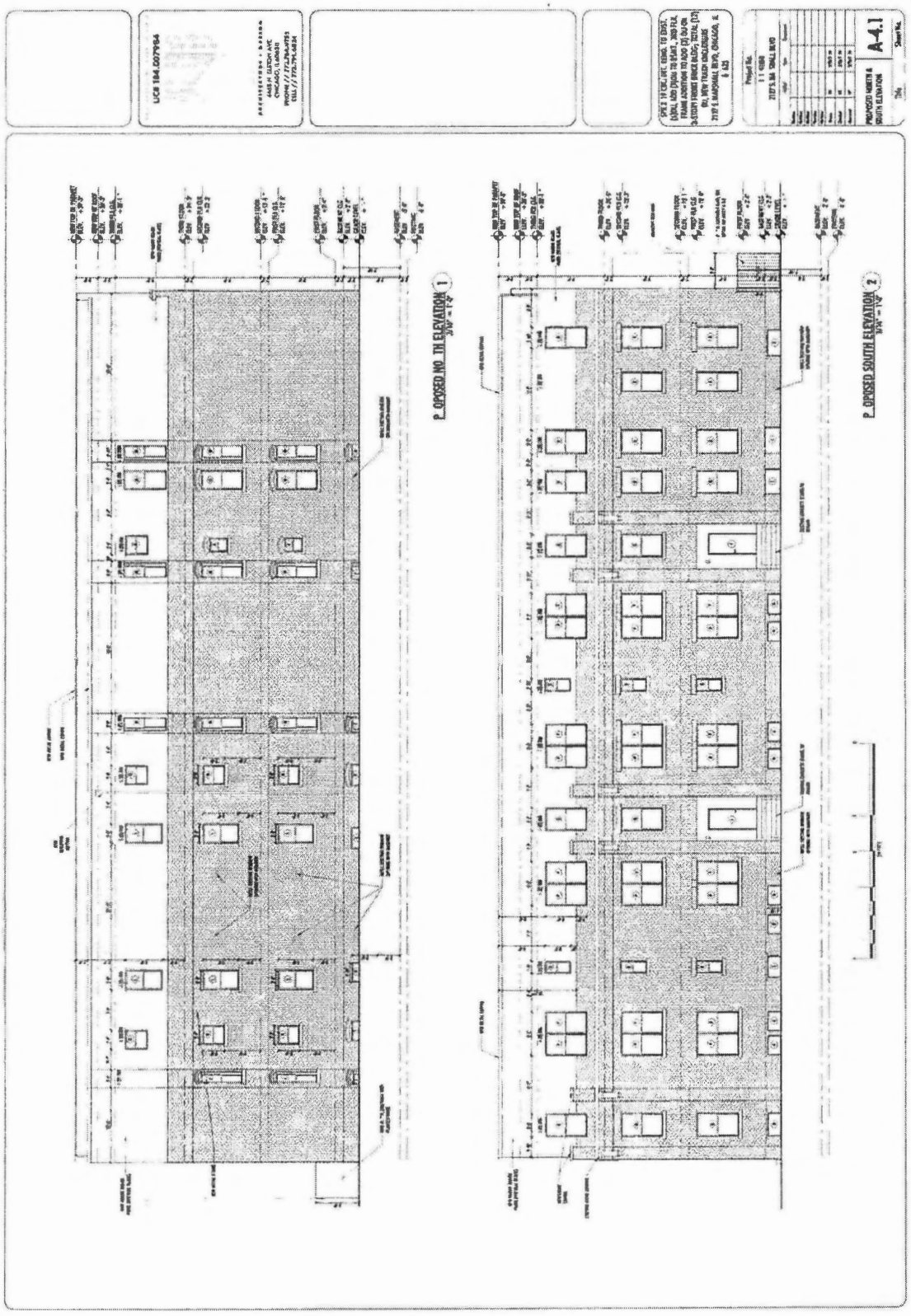

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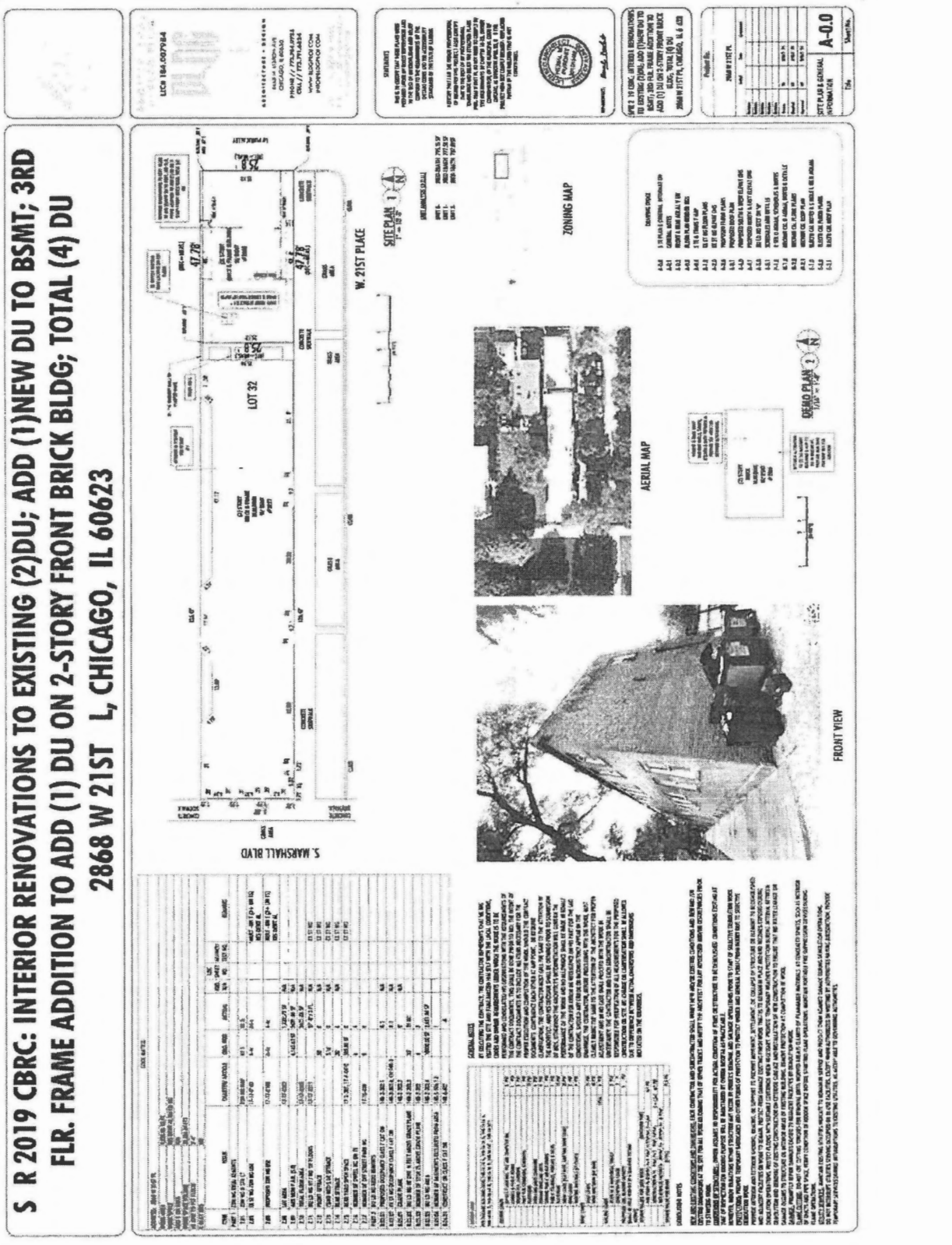

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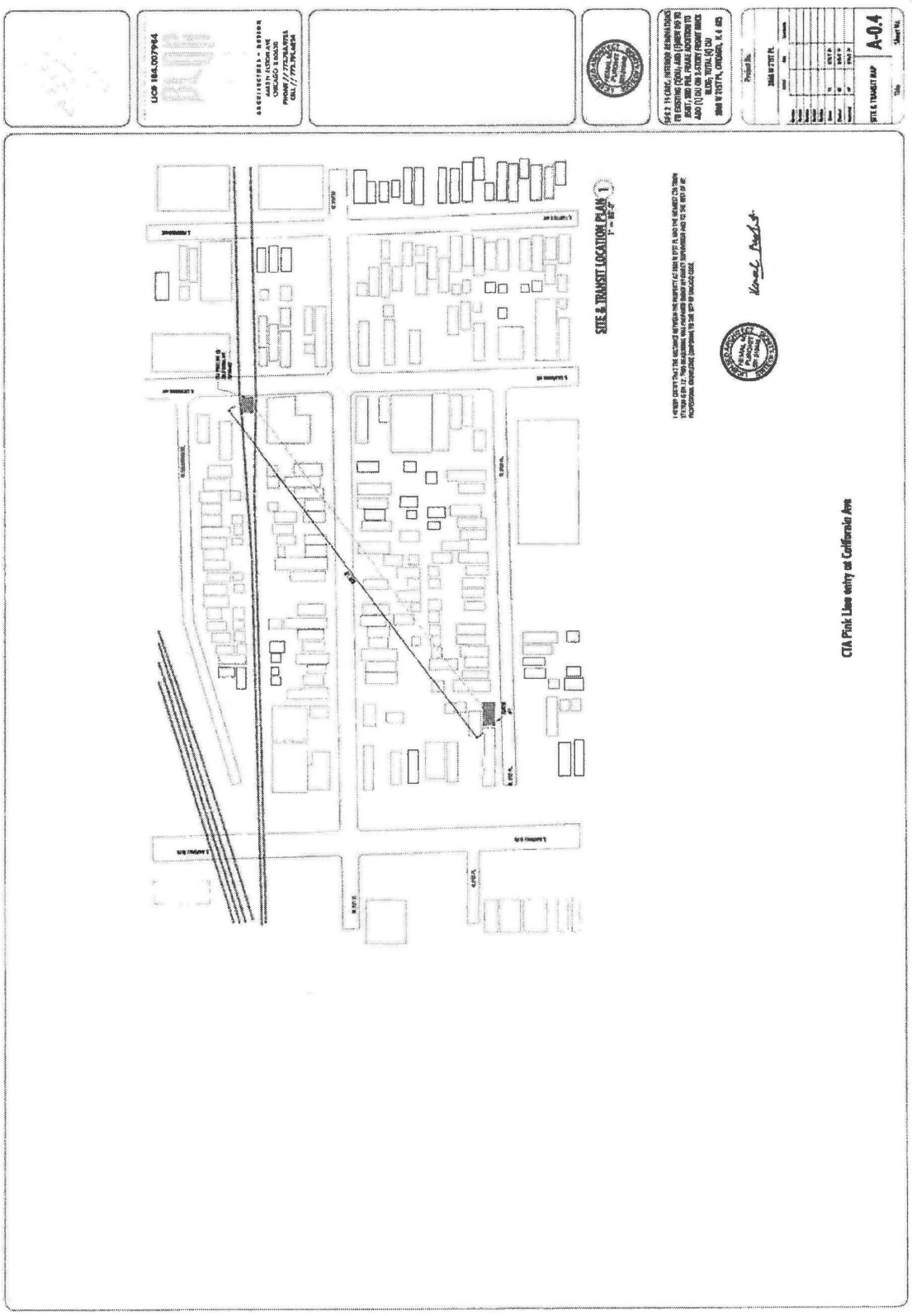

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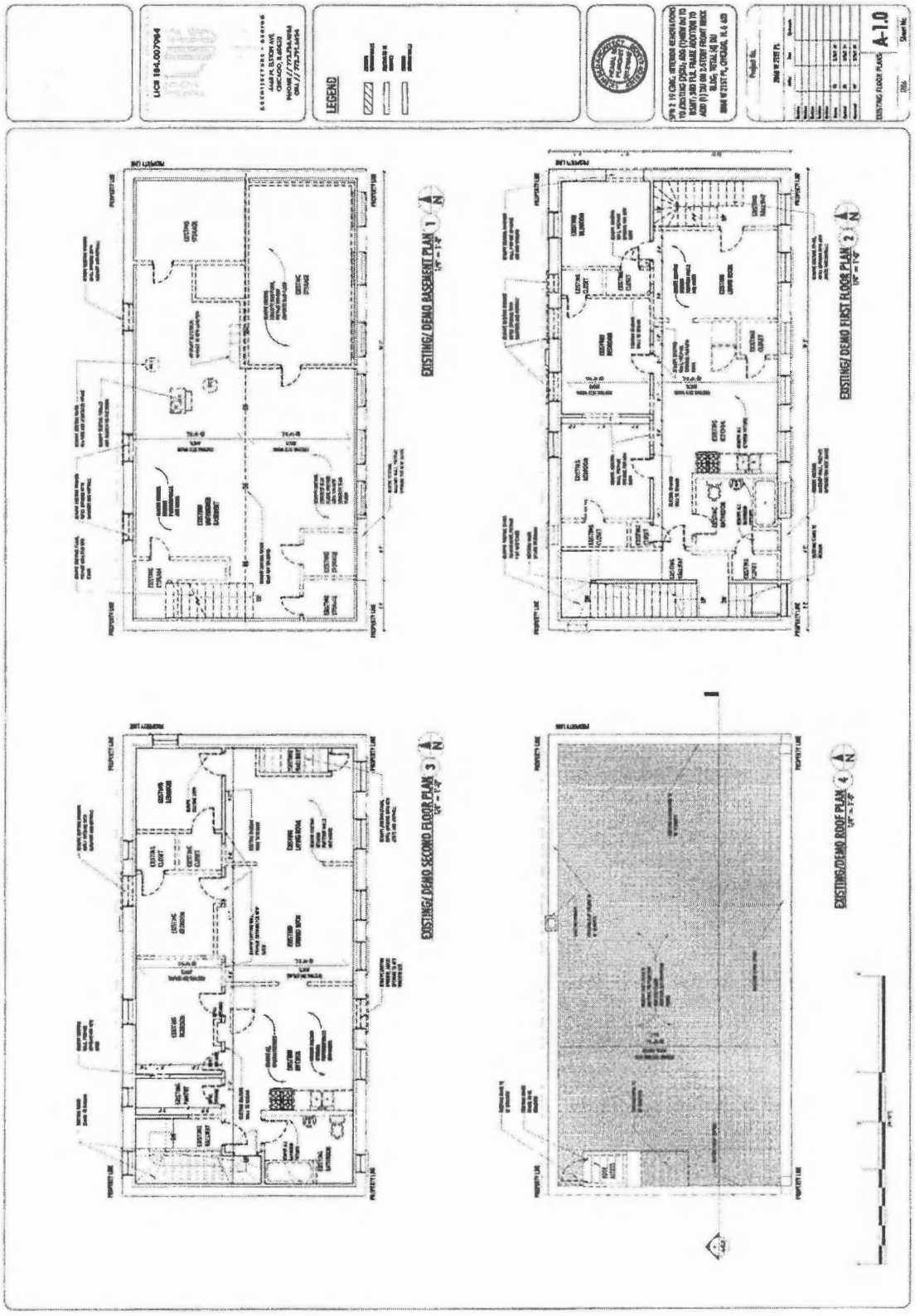

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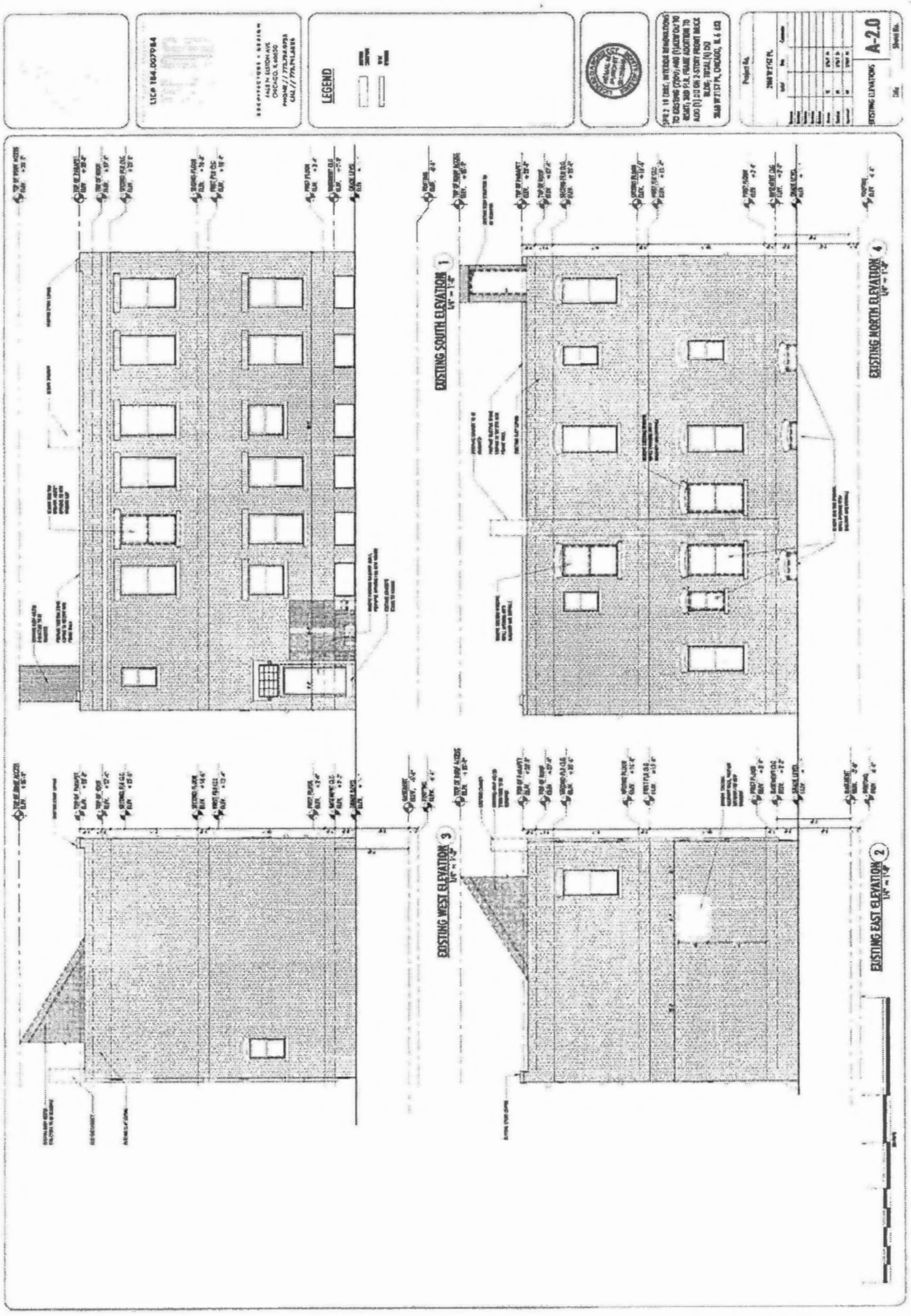

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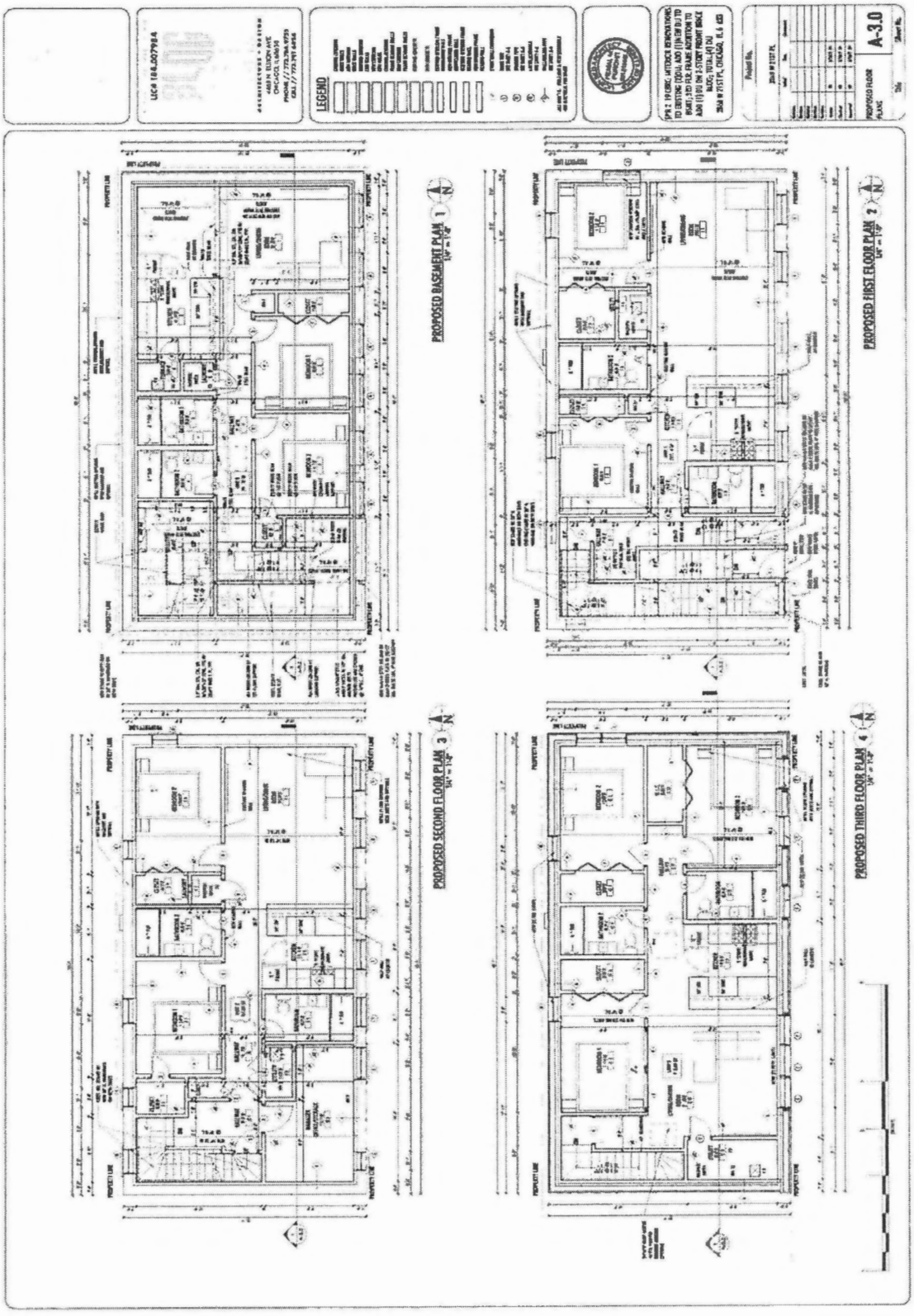

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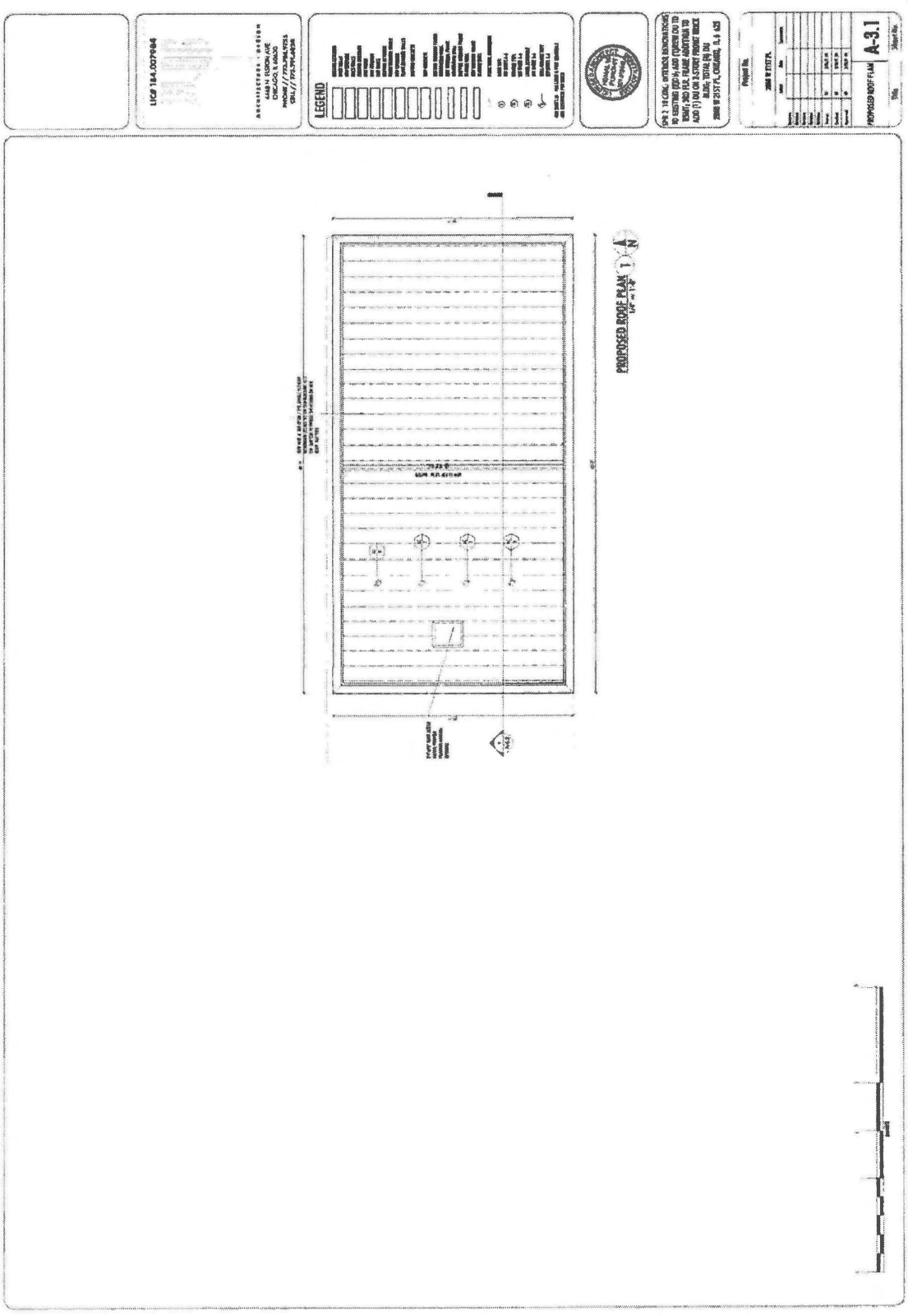

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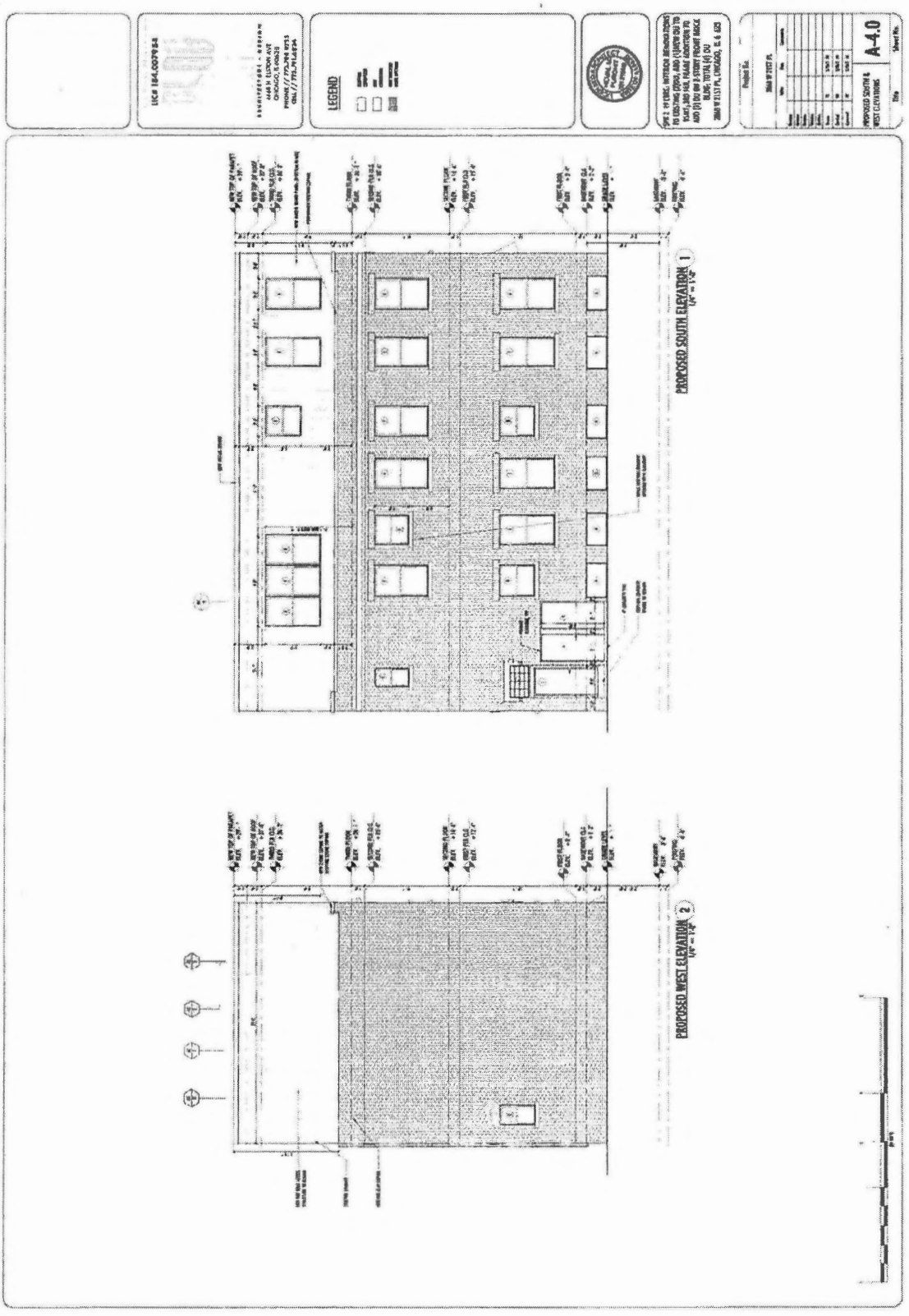

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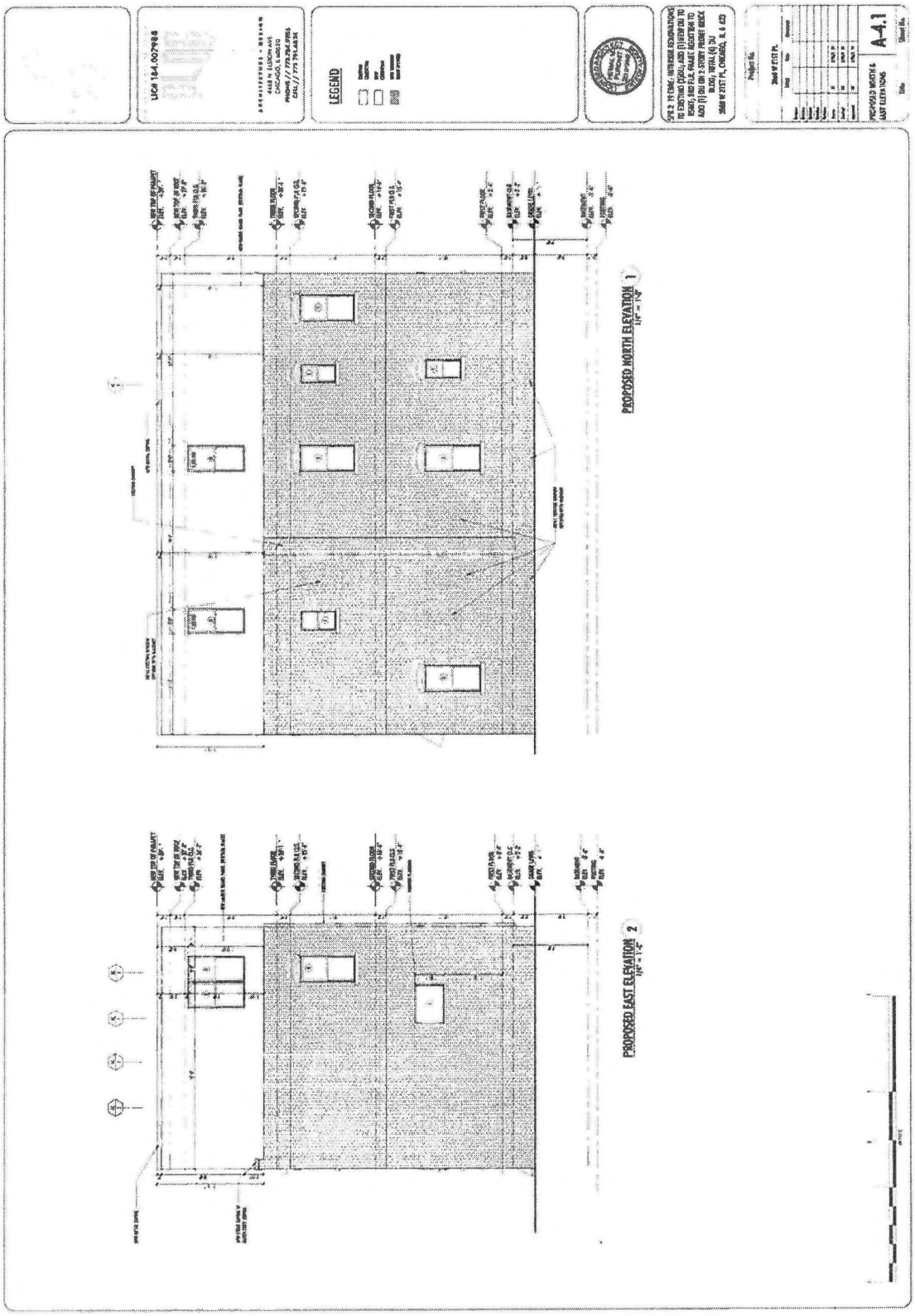


Reclassification Of Area Shown On Map No. 4-I.
(As Amended)
(Application No. 22413T1)
(Common Address: 2863 W. 21st St.)

[SO2024-0008885]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-I in the area bounded by:

West 21st Street; a line 219.25 feet east of and parallel to South Marshall Boulevard; the public alley next south of and parallel to West 21st Street; and a line 190.25 feet east of and parallel to South Marshall Boulevard,

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; Architectural Basement, 1st, 2nd and 3rd Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12363 through 12368 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

SUBSTITUTE NARRATIVE AND PLANS
TYPE I Rezoning Attachment
2863 West 21st Street
From RT-4 to B2-3

FINAL FOR PUBLICATION

The Property

The subject property is a vacant lot located in an RT-4, Residential Two-Flat, Townhouse and Multi-Unit District and sits in an Equitable Transit Served Location per the Chicago Zoning Ordinance and is approximately 680.0' to the CTA California Pink Line Station entrance.

The Project

2863 BUYERS GROUP LLC (the "Applicant") seeks to rezone the property to decrease the Minimum Lot Area per Unit to allow the construction of a residential building (zoning height 35'-1") with nine units. There will be no parking.

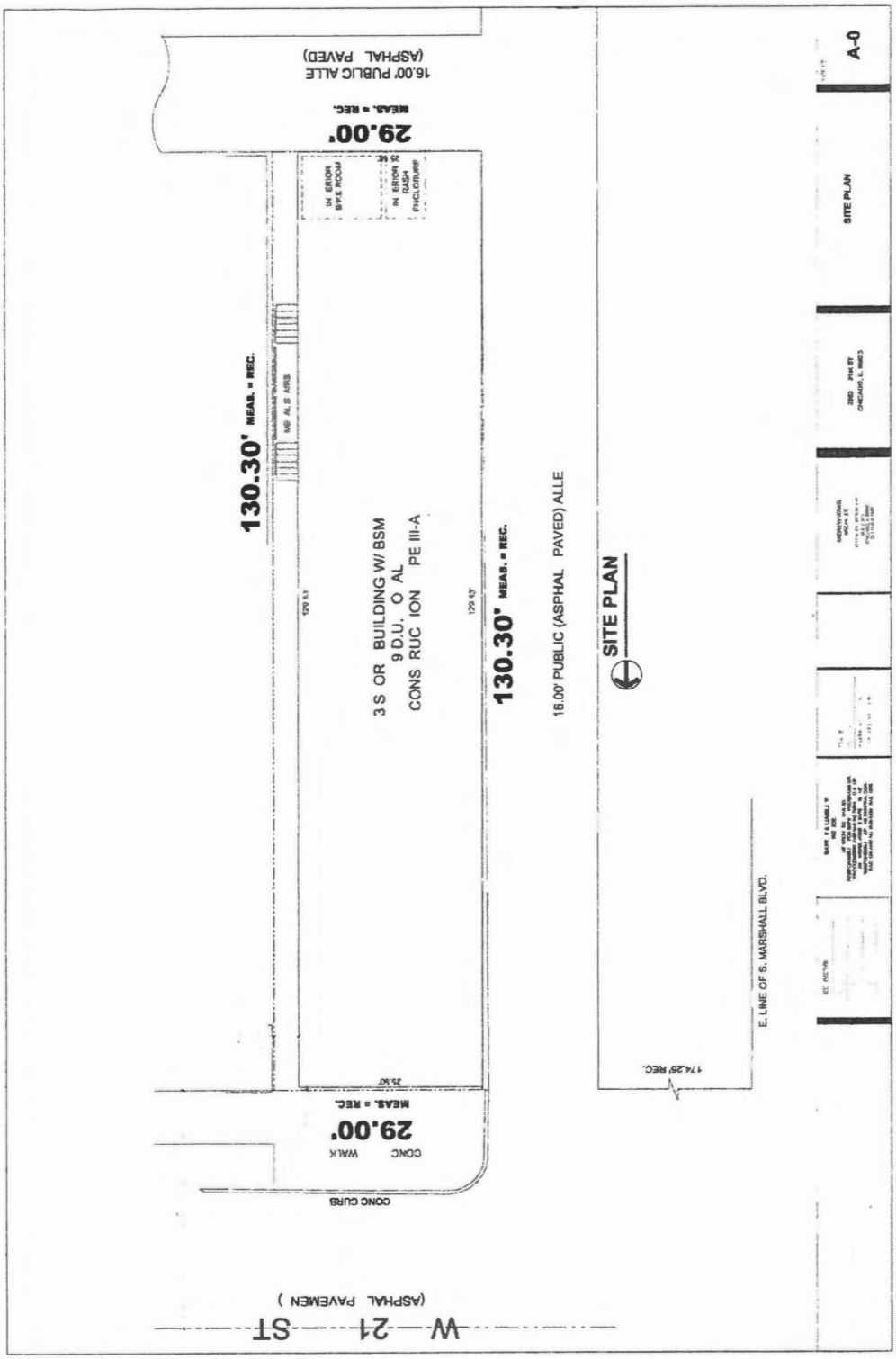
The Applicant also seeks Type-1 application relief pursuant to section 17-13-0300 of the Chicago Zoning Ordinance for an Administrative Adjustment under section 17-13-1003-EE to reduce five required parking spaces to zero for properties located in an Equitable Transit Served Location and Variations under section 17-13-1101-B to reduce the front yard setback from 4.54' to 0.5' , reduce the combined side yard setback from 5.0' to 3'-6" (east side setback to be 3'-6" and west side setback to be 0.0'), and to reduce the rear yard setback from 30.0' to zero.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from a RT-4, Residential Two-Flat, Townhouse and Multi-Unit District to a B2-3 Neighborhood Mixed-Use District.

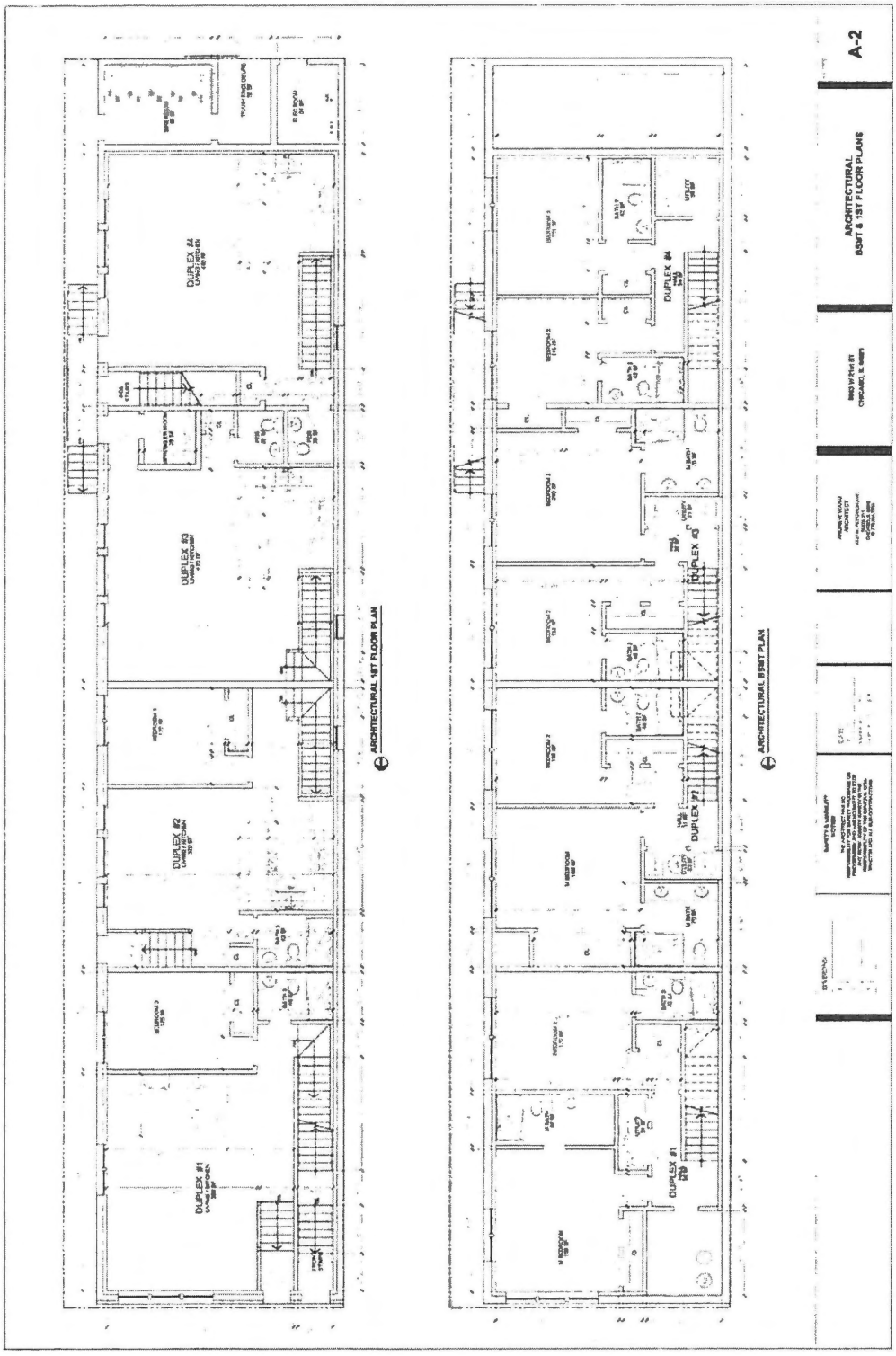
The following are the relevant zoning parameters for the proposed project:

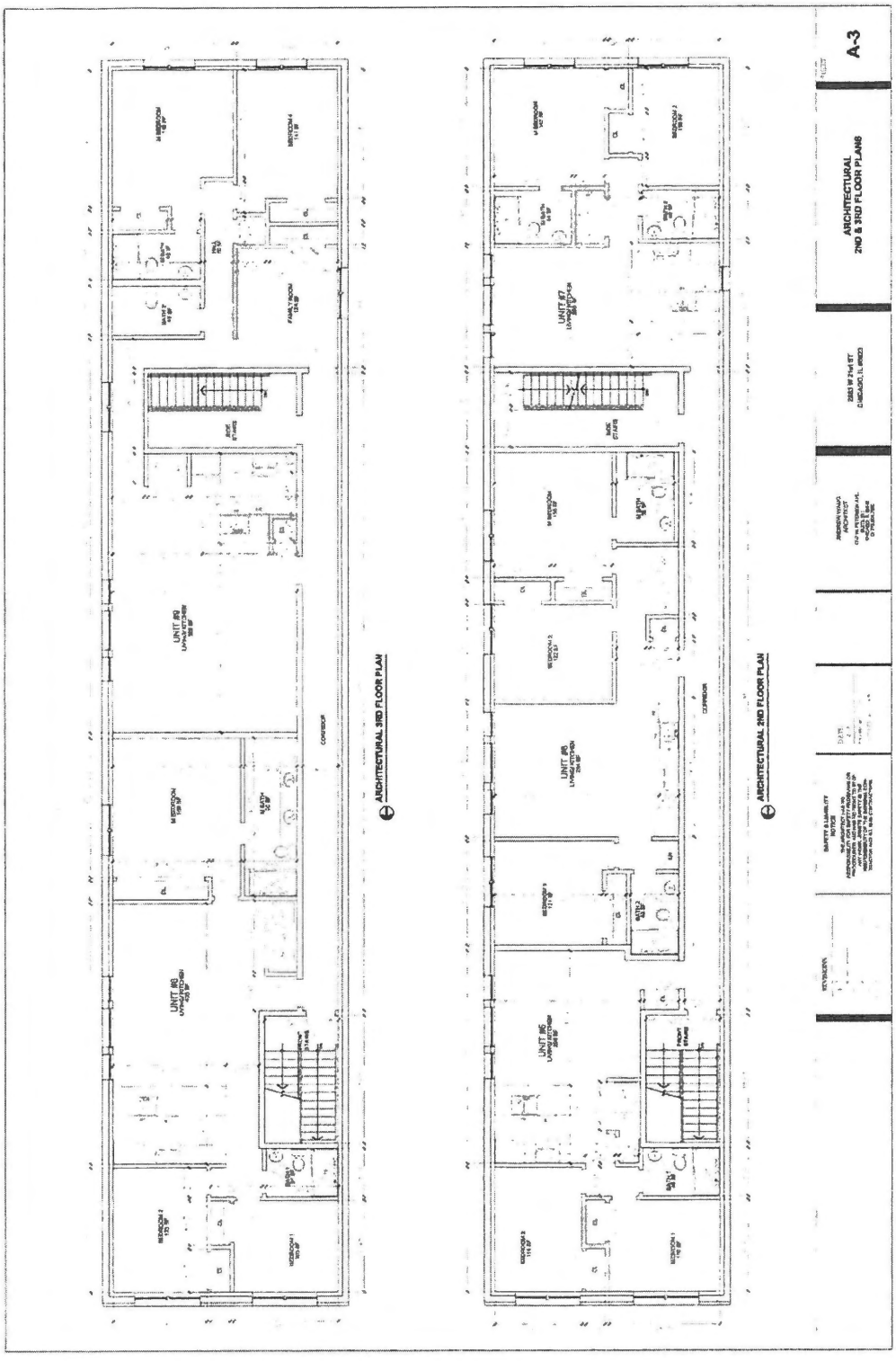
Lot Area:	3,778.7 square feet
FAR:	2.63
Floor Area:	9,936 square feet
Residential Dwelling Units:	9
MLA Density:	419.85 square feet
Height:	35'-1"
Bicycle Parking:	5
Automobile Parking:	0*
Setbacks:	North (West 21st St): 0.5'* South (rear): 0.0'* East: 3'-6"* West: 0.0'*

A set of plans is attached.
* As mentioned above, the Applicant seeks optional Administrative Adjustment relief under section 17-13-0303-D to reduce parking from five spaces to zero under ETOD regulations and also seeks optional variation relief reduce the front yard setback from 4.50' to 0.5', the combined side yard setback from 5.0' to 3'-6" (east side setback to be 3'-6" and west side setback to be 0.0'), and to reduce the rear yard setback from 30.0' to zero.

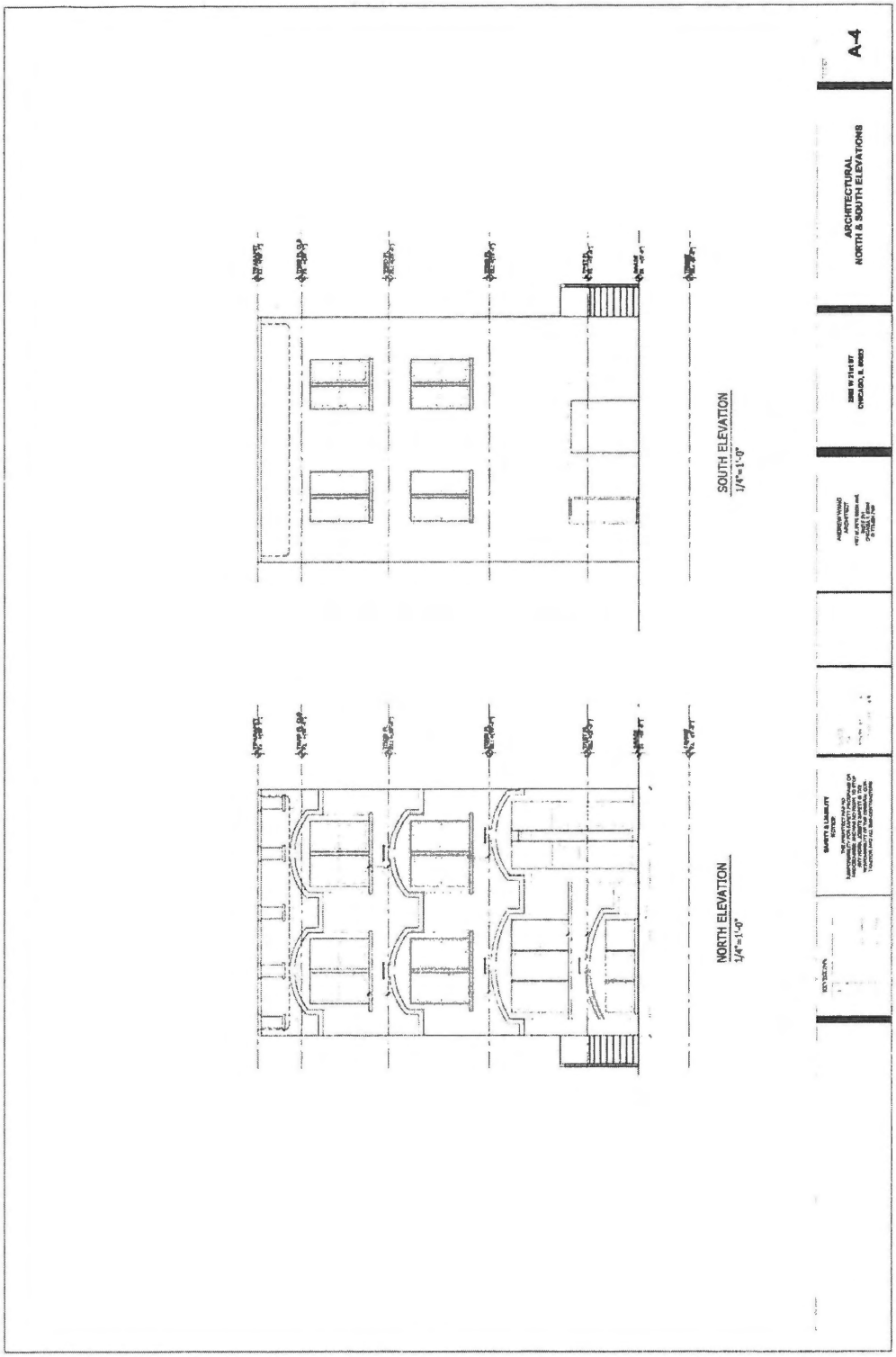

SITE PLAN
130.30' MEAS. = REC.
130.30' MEAS. = REC.
29.00' MEAS. = REC.
29.00' MEAS. = REC.
16.00' PUBLIC ALLE
(ASPHAL PAVED)
16.00' PUBLIC (ASPHAL PAVED) ALLE
3 S OR BUILDING W/ BSM
9 D.U. O AL
CONS RUC ION PE III-A
E. LINE OF S. MARSHALL BLVD.
W 21 ST
(ASPHAL PAVEMEN)
CONC CURB
CONC WALK
SITE PLAN
A-0

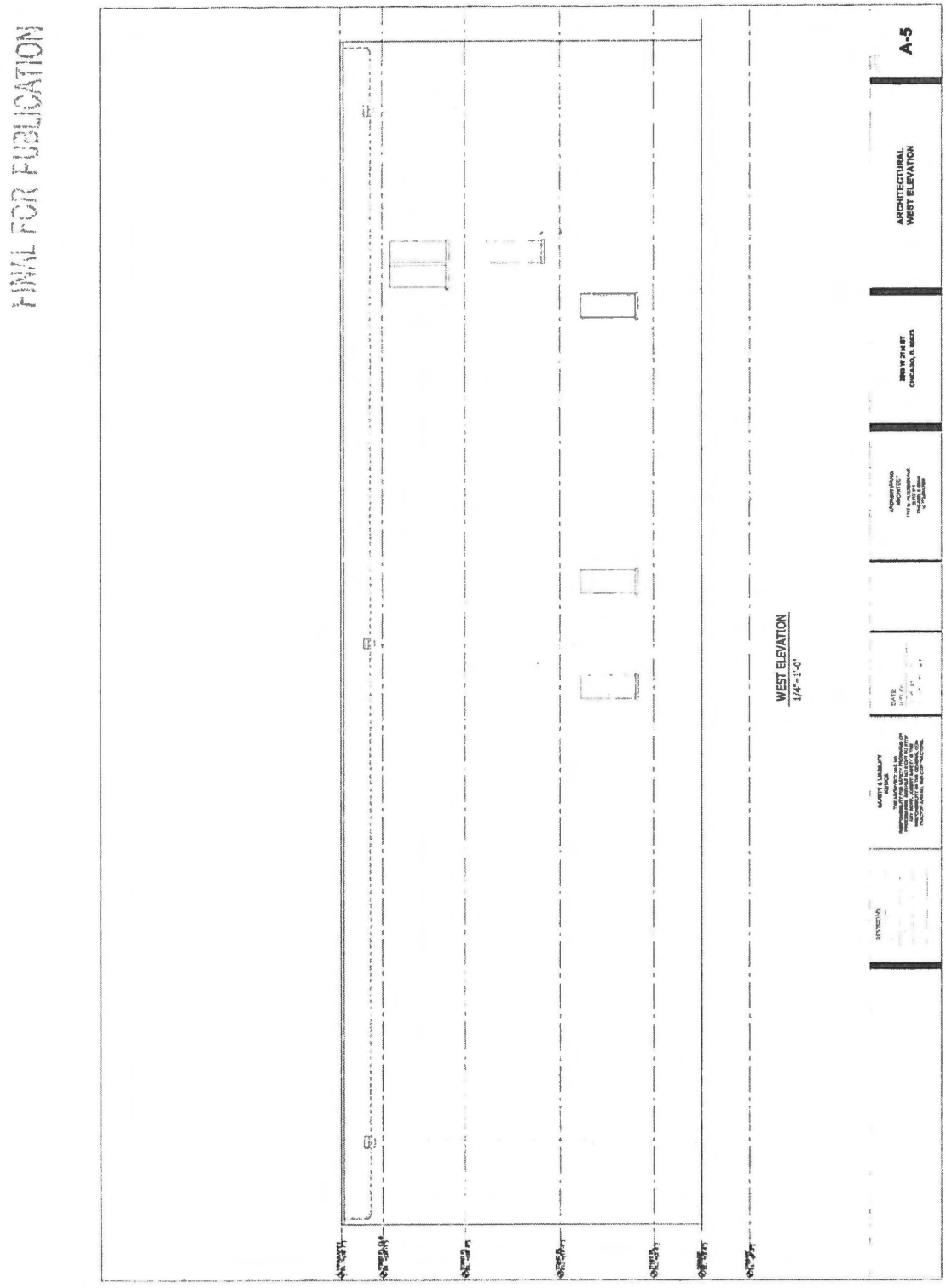
FINAL FOR PUBLICATION



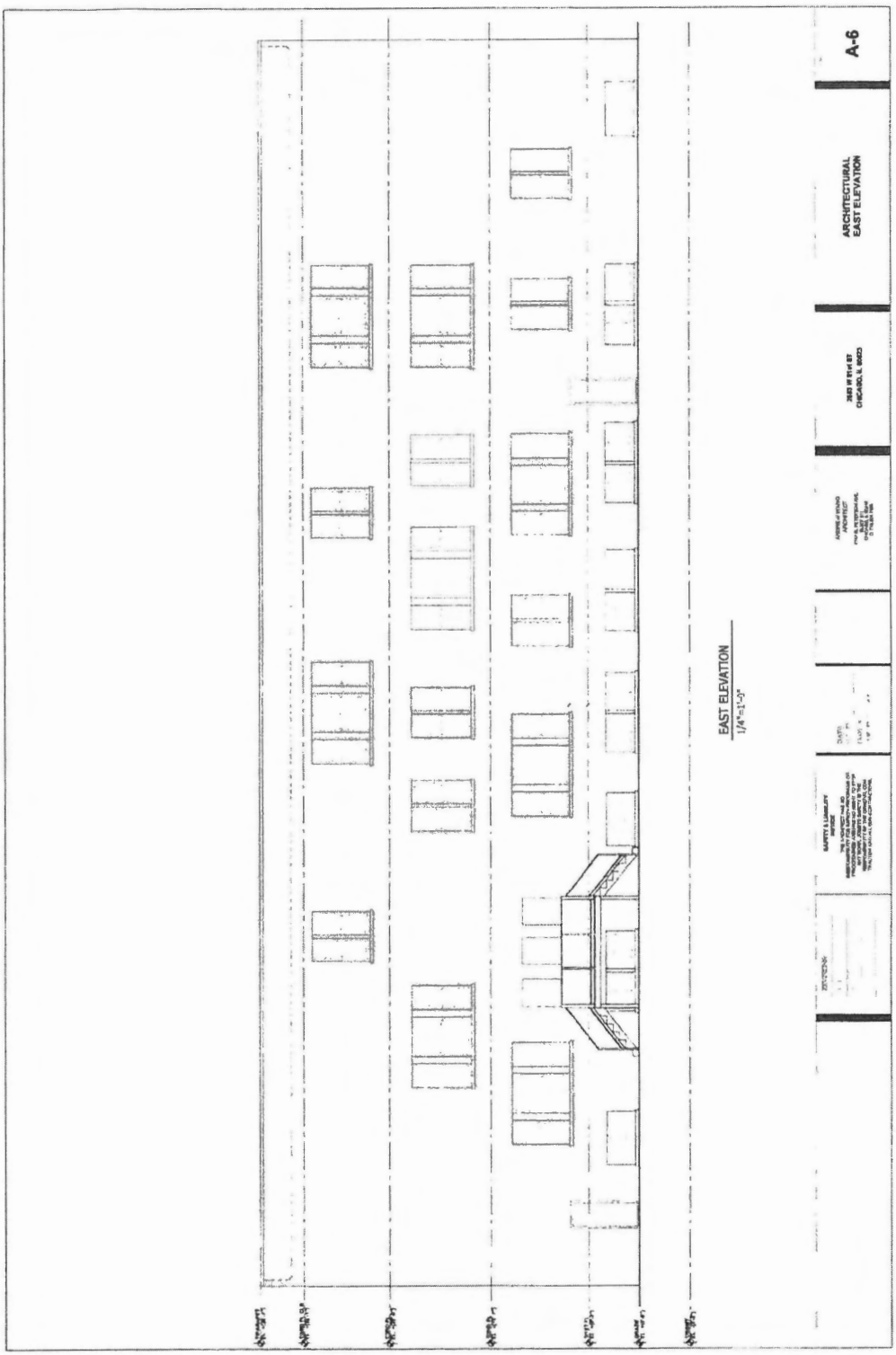

FINAL FOR PLANNING
ARCHITECTURAL 3RD FLOOR PLAN
ARCHITECTURAL 2ND FLOOR PLAN
ARCHITECTURAL
2ND & 3RD FLOOR PLANS
A-3

FINAL FOR PUBLICATION




FINAL FOR PUBLICATION
WEST ELEVATION
1/4" = 1'-0"
ARCHITECTURAL
WEST ELEVATION
A-5

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 5-I.
(Application No. A-8870)
(Common Address: 2240 N. Milwaukee Ave.)

[O2024-0008248]

WHEREAS, Pursuant to 17-13-0311 of the Municipal Code, the Zoning Administrator is authorized to rezone a property with a lapsed Type 1 zoning map amendment, when a building permit has not been obtained within 2 years; and

WHEREAS, Zoning Application Number 18249T1, passed into ordinance on March 18, 2015, and published on page 104913 of the *Journal* of *the Proceedings of the City Council of the City of Chicago* for that date, has not subsequently had a building permit obtained; now, therefore,

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

SECTION 1. Pursuant to Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-5 Neighborhood Commercial District symbols and indications as shown on Map Number 5-I in the area bounded by:

> North Milwaukee Avenue; a line 119 feet southeast of and parallel to North Prindiville Street; a line 121.82 feet southwest of and parallel to North Milwaukee Avenue; a line 75 feet southeast of and parallel to North Prindiville Street; a line 117.93 feet southwest of and parallel to North Milwaukee Avenue; and North Prindiville Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.

Reclassification Of Area Shown On Map No. 5-K.
(Application No. 22411)
(Common Address: 4335 W. Fullerton Ave.)

[O2024-0008882]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 5-K in the area bounded by:

West Fullerton Avenue; North Lowell Avenue; the alley next south of and parallel to West Fullerton Avenue; and a line from a point 25.0 feet west of and parallel to North Lowell Avenue,

to those of a C1-1 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. 6-F.
(Application No. 22419)
(Common Address: 3020 S. Union Ave.)

[O2024-0008909]

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:

a line 200 feet south of and parallel to West 30th Street; South Union Avenue; a line 225 feet south of and parallel to West 30th Street; and the public alley next west of and parallel to South Union 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. 6-F.
(Application No. 22402)
(Common Address: 310 W. 27th St.)

[O2024-0008828]

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 27th Street; a line 96.60 feet west of and parallel to South Princeton Avenue; West 27th Street; and a line 120.60 feet west of and parallel to South Princeton 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. 6-I.
(As Amended)
(Application No. 22422T1)
(Common Address: 2434 S. Albany Ave.)

[SO2024-0008933]

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 RM4.5 Residential Multi-Unit District symbols and indications as shown on Map Number 6-I in the area bounded by:

a line 256.00 feet north of and parallel to West 25th Street; South Albany Avenue; a line 232.00 feet north of and parallel to West 25th Street; and the public alley next west of and parallel to South Albany Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Architectural 1st, 2nd and 3rd Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12373 through 12376 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
2434 South Albany Avenue
From RM-4.5 to B2-5

The Property

The subject property is located in an RM-4.5 Residential Multi-Unit District and sits in an Equitable Transit Served Location per the Chicago Zoning Ordinance and is approximately 885.0' to a 26th Street (Route 60) Bus Corridor stop.

The subject property is improved with a two-story residential building with five units and no parking.

The Project

2434 S Albany LLC (the "Applicant") seeks to rezone the property to decrease the Minimum Lot Area per Unit to convert the building from five to eight units. The Applicant also seeks to construct a third-floor addition to accommodate the three new proposed units. The proposed zoning building height will be 36'-4". The Applicant will provide eight bicycle spaces and there will be no parking.

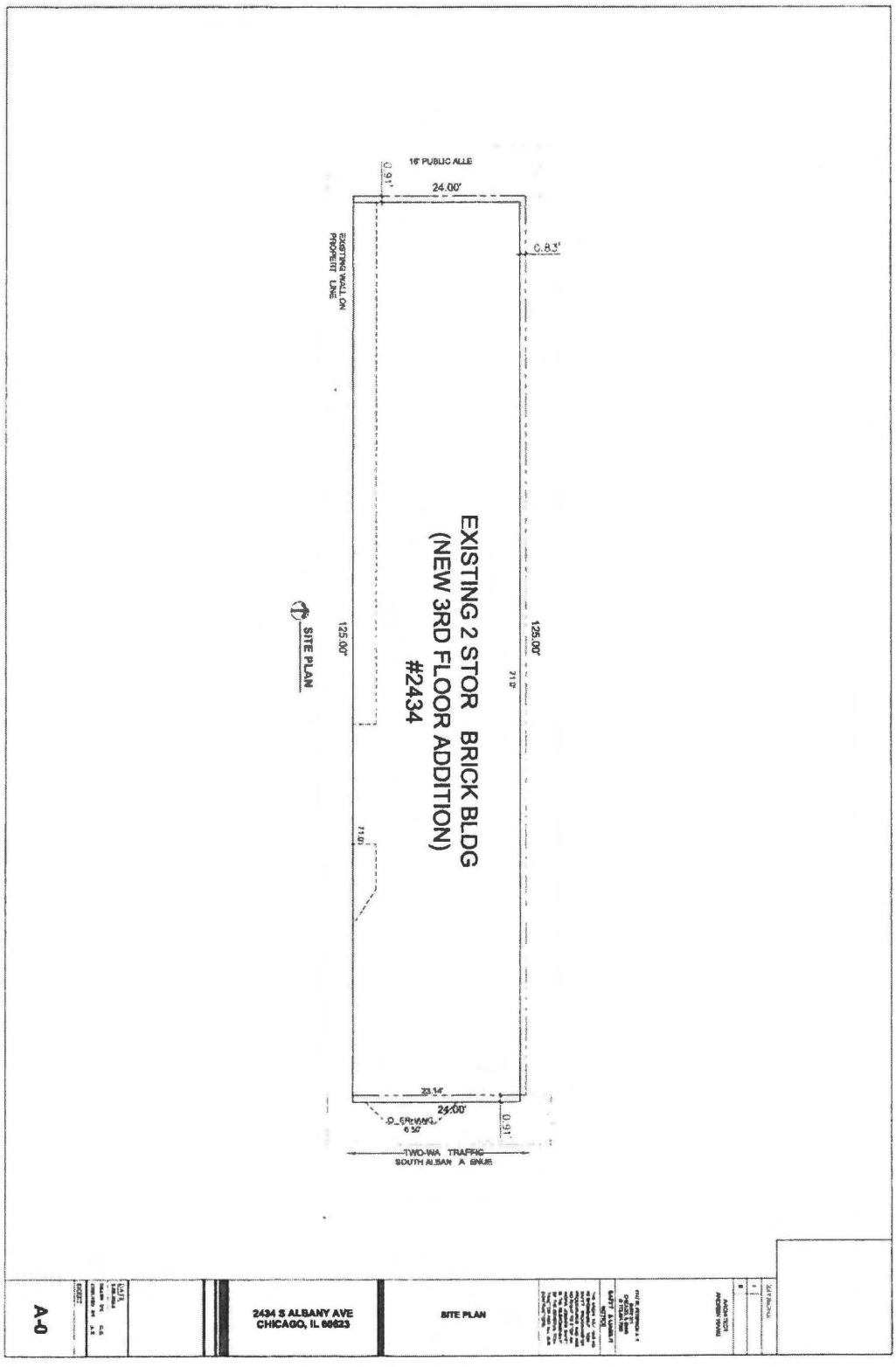
The Applicant also seeks Type-1 application relief pursuant to section 17-13-0300 of the Chicago Zoning Ordinance for an Administrative Adjustment under section 17-13-1003-EE to reduce two new required parking spaces to zero for properties located in an Equitable Transit Served Location and Variations under section 17-13-1101-B to reduce the front yard setback from 3.7' to 0.0' (existing), reduce the north side setback from 2.8' to 0.83', reduce the south side setback from 2.0' to zero (existing), reduce the combined side yard setback from 4.8' to 0.83' (existing), and to reduce the rear yard setback from 30.0' to 0.91'

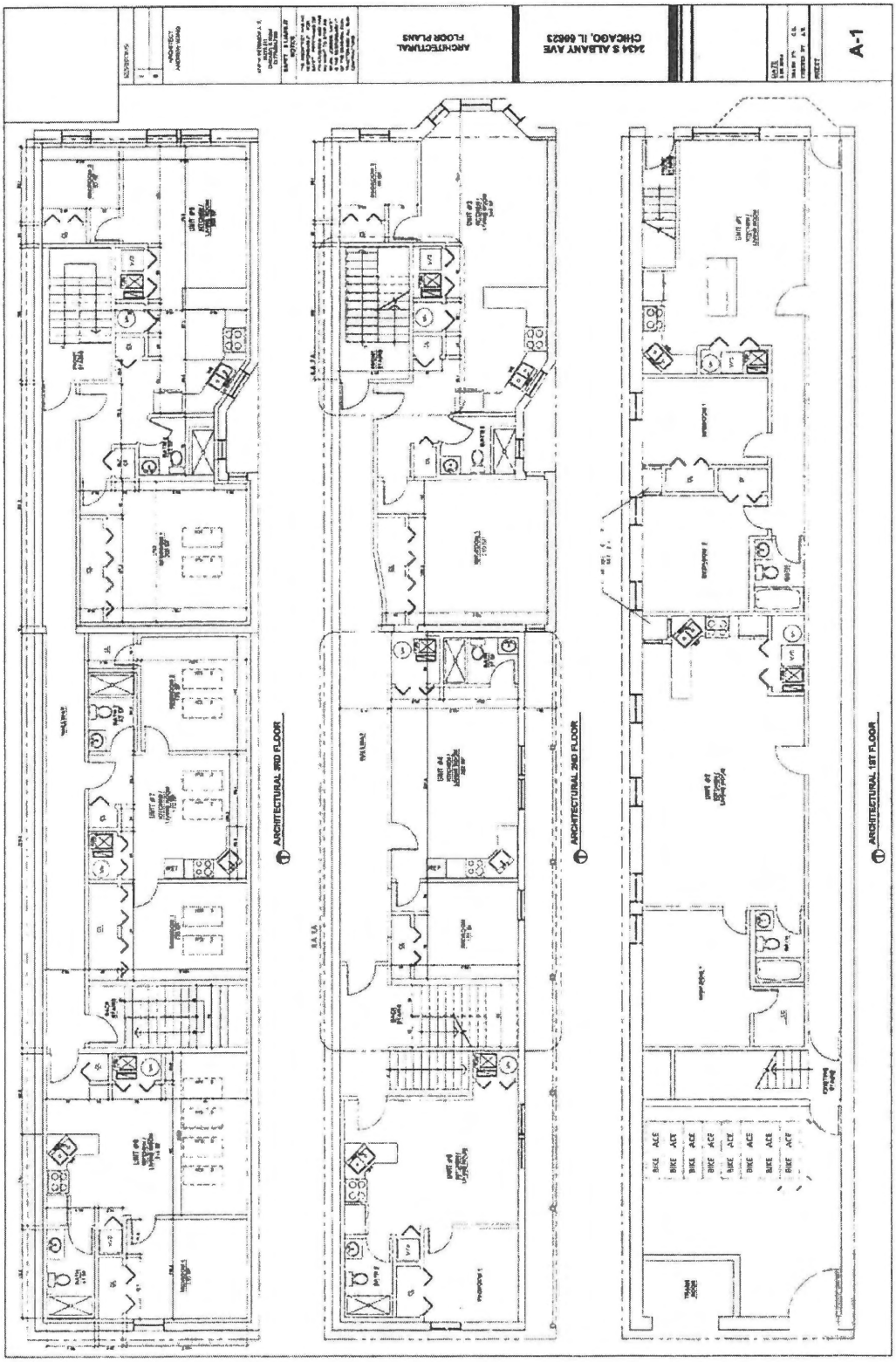
To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RM-4.5 Residential Multi-Unit District to a B2-5 Neighborhood Mixed-Use District.

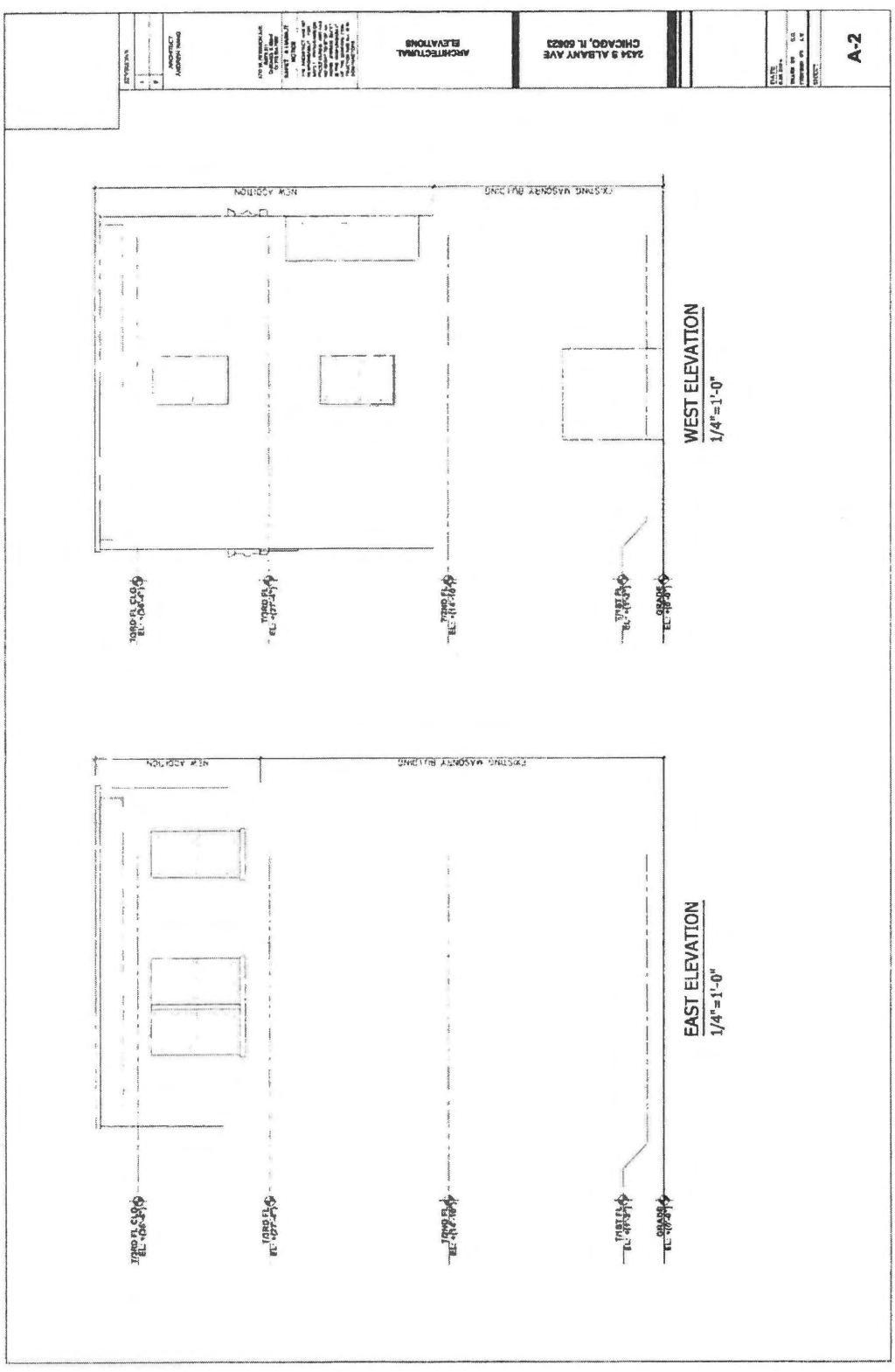
The following are the relevant zoning parameters for the proposed project:

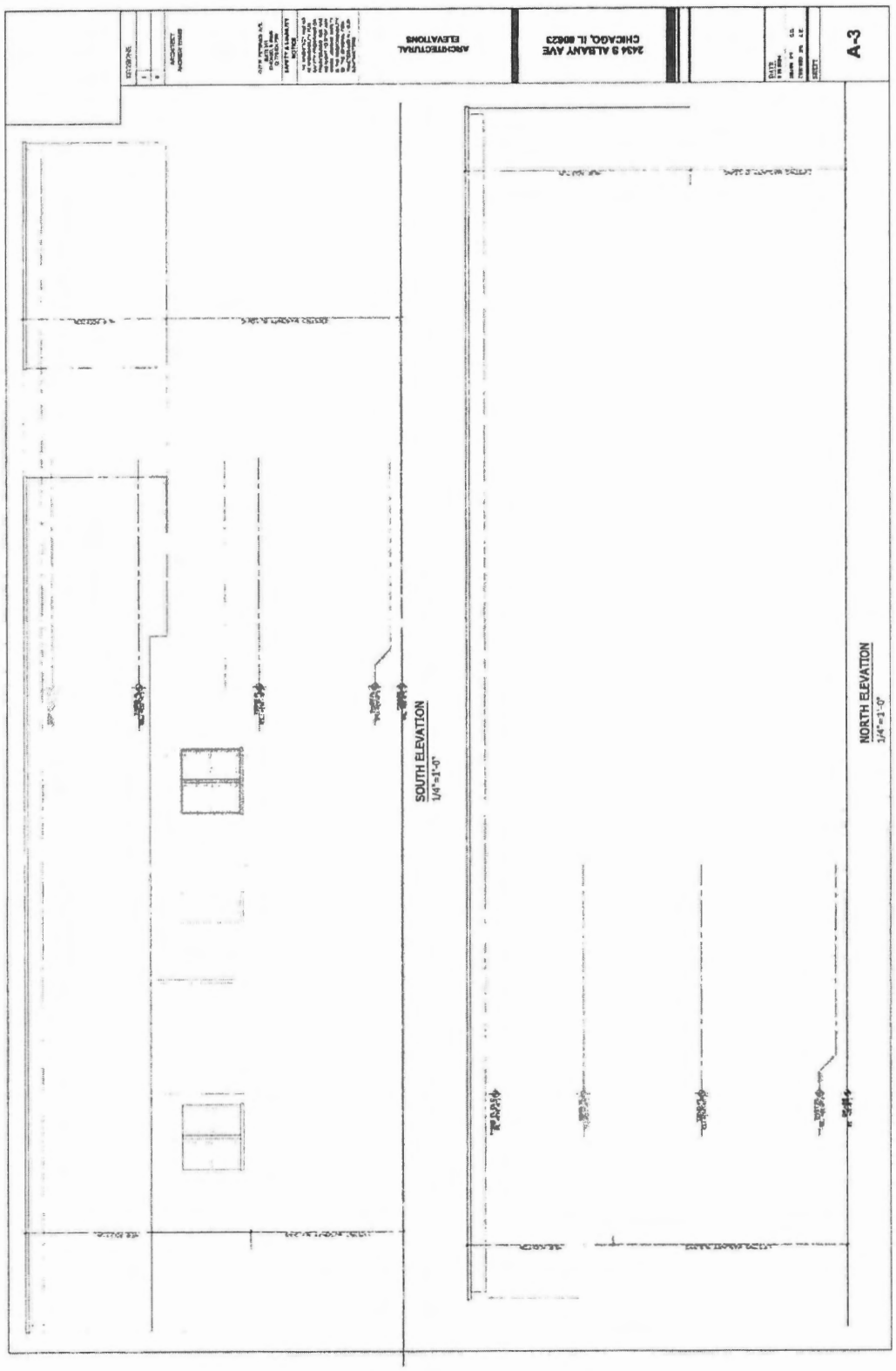
Lot Area:	3,000 square feet	
FAR:	2.83	
Floor Area:	8,477 square feet	
Residential Dwelling Units:	8	
MLA Density:	375.0 square feet	
Height:	36'-4"	
Bicycle Parking:	8	
Automobile Parking:	0*	
Setbacks:	Front (South Albany):	0.0'*
	North (rear):	0.83'*
	South:	0.0'*
	West (rear):	0.91'*

A set of plans is attached.
* As mentioned above, the Applicant seeks optional Administrative Adjustment relief under section 17-13-0303-D to reduce parking from two spaces to zero under ETOD regulations and also seeks optional variation relief to reduce the front yard setback from 3.7' to 0.0' (existing), reduce the north side setback from 2.8' to 0.83', reduce the south side setback from 2.0' to zero (existing), reduce the combined side yard setback from 4.8' to 0.83' (existing), and to reduce the rear yard setback from 30.0' to 0.91'.


16' PUBLIC ALLE
24.00'
0.91'
0.83'
EXISTING WALL ON PROPERTY LINE
EXISTING 2 STOR BRICK BLDG
(NEW 3RD FLOOR ADDITION)
#2434
SITE PLAN
125.00'
125.00'
71.0'
11.0'
23.14'
24.00'
0.91'
TWO-WA TRAFFIC
SOUTH ALBAN A ENUE
A-0
2434 S ALBANY AVE
CHICAGO, IL 60623
SITE PLAN


A-1
ARCHITECTURAL FLOOR PLANS
2434 S ALBANY AVE
CHICAGO, IL 60623
ARCHITECTURAL 3RD FLOOR
ARCHITECTURAL 2ND FLOOR
ARCHITECTURAL 1ST FLOOR


A-2
2434 S ALBANY AVE
CHICAGO, IL 60623
ARCHITECTURAL
ELEVATIONS
WEST ELEVATION
1/4"=1'-0"
EAST ELEVATION
1/4"=1'-0"


A-3
ARCHITECTURAL ELEVATIONS
2434 S ALBANY AVE
CHICAGO, IL 60623
SOUTH ELEVATION
1/4"=1'-0"
NORTH ELEVATION
1/4"=1'-0"

Reclassification Of Area Shown On Map No. 7-G.
(Application No. 22434T1)
(Common Address: 1055 W. Diversey Pkwy.)

[O2024-0009013]

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 RT4 Residential Two-Flat Townhouse and Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

West Diversey Parkway; a line 72 feet east of and parallel to North Seminary Avenue; the alley next south of and parallel to West Diversey Parkway; a line 43.50 feet east of and parallel to North Seminary Avenue; a line 86 feet south of and parallel to West Diversey Parkway; and North Seminary Avenue,

to those of a B2-3 Neighborhood Mixed-Use District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; First, Second, Third, Fourth, Fifth and Sixth Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12380 through 12390 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

17-13-0303-C(1) Type 1 Narrative & Plans – 1055 W. Diversey Parkway, Chicago, IL

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: 7,164 square feet (irregular lot shape)

Proposed Land Use: The Applicant is proposing to develop the subject property with a new six-story residential building containing twenty-four (24) dwelling units. The proposed building will be masonry in construction and measure 64 ft.-11 inches in height (measured to the partial sixth floor). The subject property is a Transit Served Location and will be supported by one (1) off-street parking space and seven (7) bicycle parking spaces.

(A) The Project's Floor Area Ratio: 27,908 square feet (3.895 FAR)

*Pursuant to Sec. 17-3-0403-B, the Applicant is seeking a floor area ratio increase because it will provide 100% of its ARO units within the proposed building.

(B) The Project's Density (Minimum Lot Area Per D.U.): 298.5 square feet per D.U. (24 residential units proposed)

*Pursuant to Sec. 17-3-0402-B, the Applicant is seeking a minimum lot area reduction because it will provide 100% of its ARO units within the proposed building. Additionally, and pursuant to Sec. 17-13-1003-A, the Applicant is seeking to reduce the minimum lot area requirement for twenty-four (24) residential units from 7,200 sq. ft. to 7,156 sq. ft., which is not less than 90% of the minimum lot area requirement. Please note the irregular lot shape.

(C) The amount of off-street parking: 1 parking space

*The subject property is a designated Transit Served Location. Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to reduce the allowable parking ratio for the proposed twenty-four (24) residential unit building from twelve (12) parking spaces (50%) to one (1) parking space (0.041%).

(D) Setbacks:

a.	Front Setback:	none
b.	Side Setbacks:	
	West Side:	none
	East Side:	5 feet and 6 inches
c.	*Rear Setback:	3 feet and 6 inches

*Pursuant to Sec. 17-13-1101-B, the Applicant is seeking to reduce the rear setback for floors containing residential uses from the required 30 ft. to 3 feet-6 inches.

Please note the irregular lot shape. The rear setback calculation was determined by the closest rear lot line dimension.

(E) Building Height: 64 ft.-11 inches (measured to the partial sixth floor)

Sec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

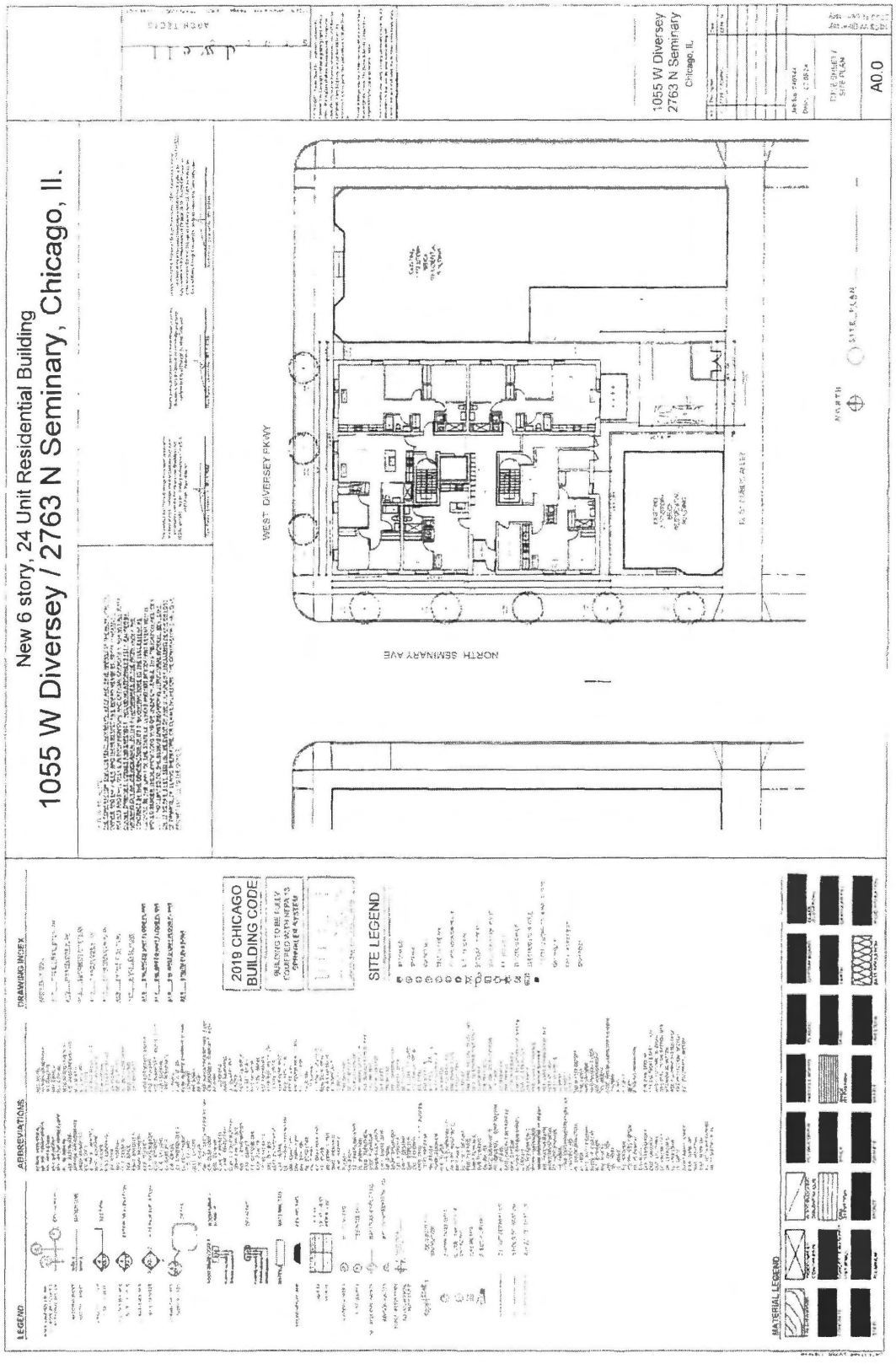
1. The project complies with the applicable standards of Sec. 17-10-0102-B because the subject property is located immediately adjacent to the Diversey CTA Bus Line Corridor roadway segment and within approximately 620 linear feet of the CTA Diversey Train Station. The proposed residential building will be supported by one (1) off-street parking space and seven (7) bicycle parking spaces. Pursuant to Section 17-13-1003-EE and 17-13-1003-GG, the Applicant is seeking to permit a reduction in the required off-street vehicle parking spaces and bicycle parking spaces.

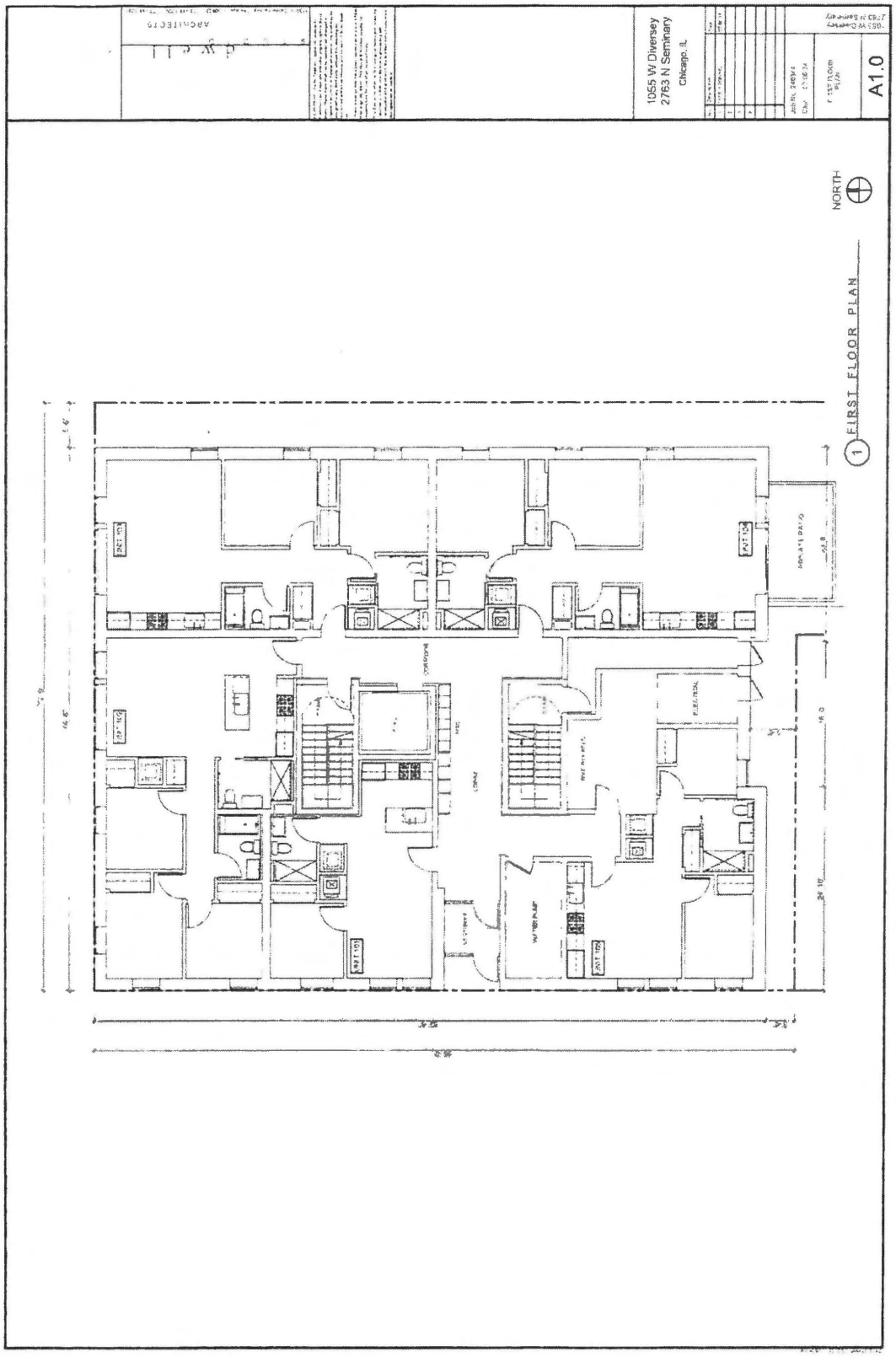
2. The proposed residential building will comply with Sec. 17-3-0504 because its front setback along W. Diversey Parkway will be at the front property line, the building entrance width will not exceed 12 ft., the building entrance depth will not exceed the entrance width, and the building entrance is not more than two-stories in height.

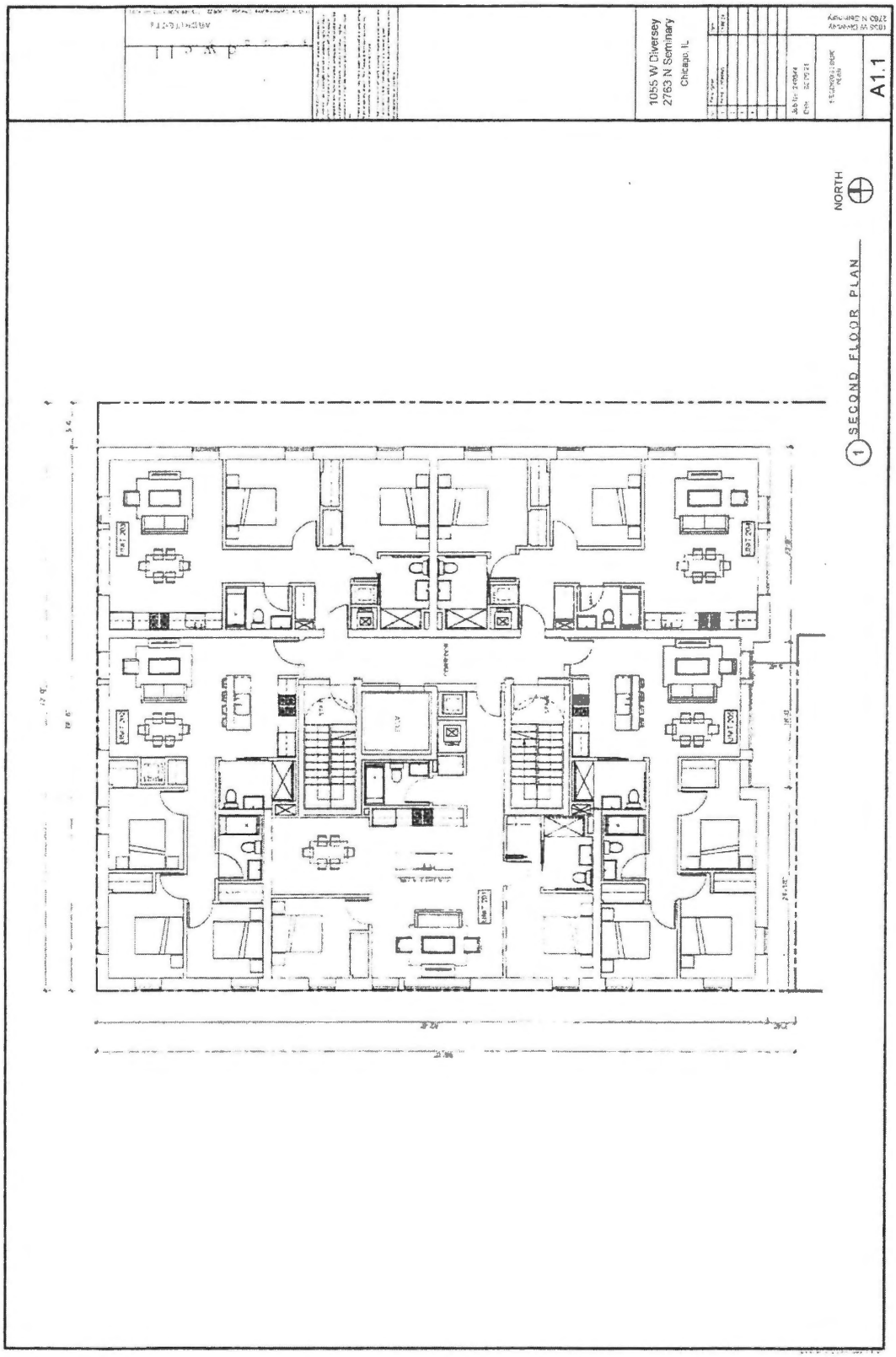
3. The Transit Friendly Development Guide defines 'transit friendly development' as development which is oriented towards and integrated with adjacent transit. The proposed five-story multi-unit residential building incorporates accessibility and connectivity to the Diversey CTA Bus Line, which is immediately adjacent to the subject property's north property line. The subject property is also located within approximately 620 linear feet of the CTA Diversey Train Station. The proposed building will offer seven (7) bicycle parking spaces and onsite storage areas. The Applicant believes the project will help improve the pedestrian way along W. Diversey for residents and other commuters traveling in the subject area.

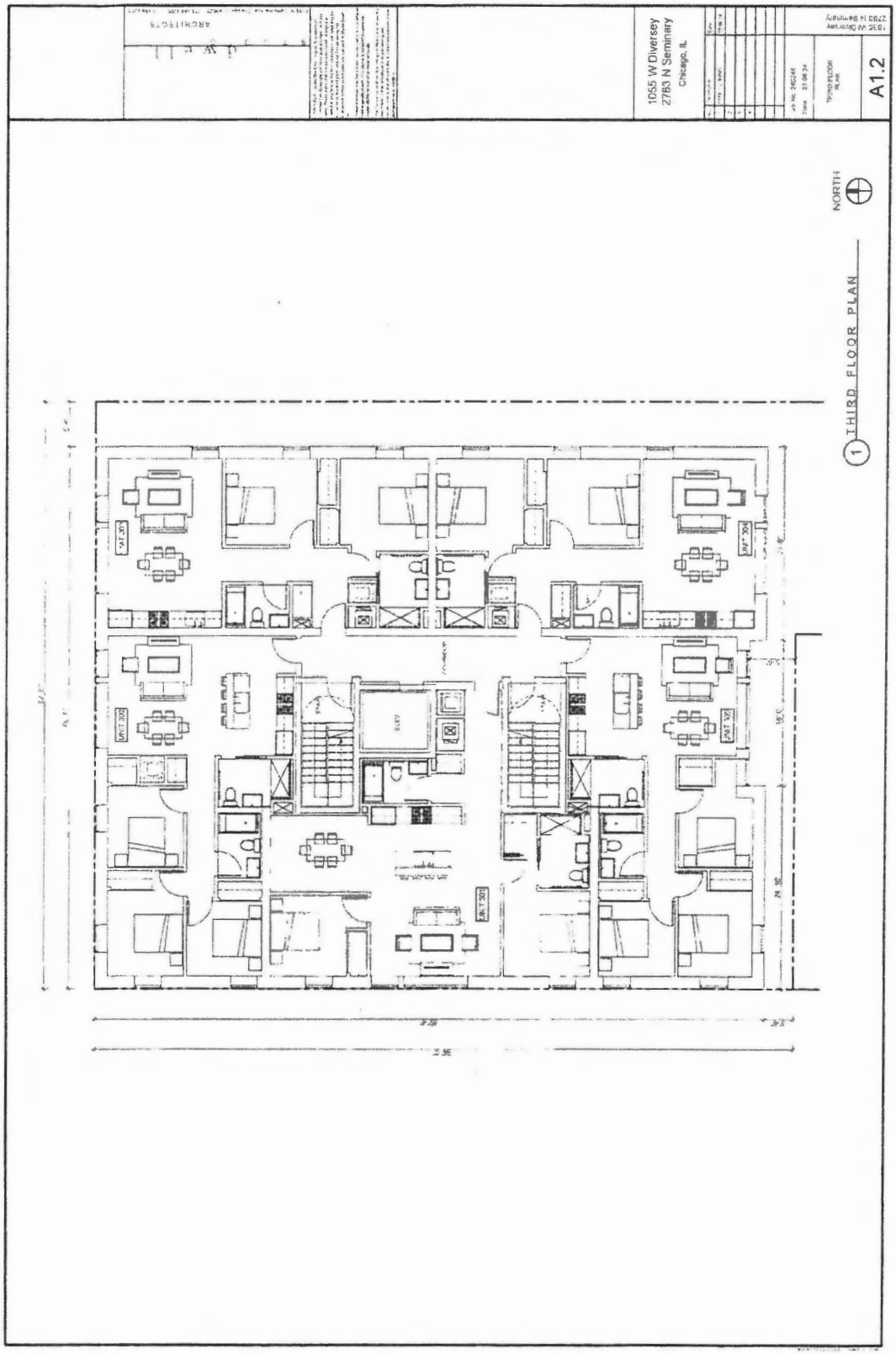
4. The proposed residential building will contain twenty-four (24) dwelling units. One (1) off-street parking space will be provided. The Applicant is seeking administrative approval to permit the parking reduction consistent with the eTOD Ordinance.

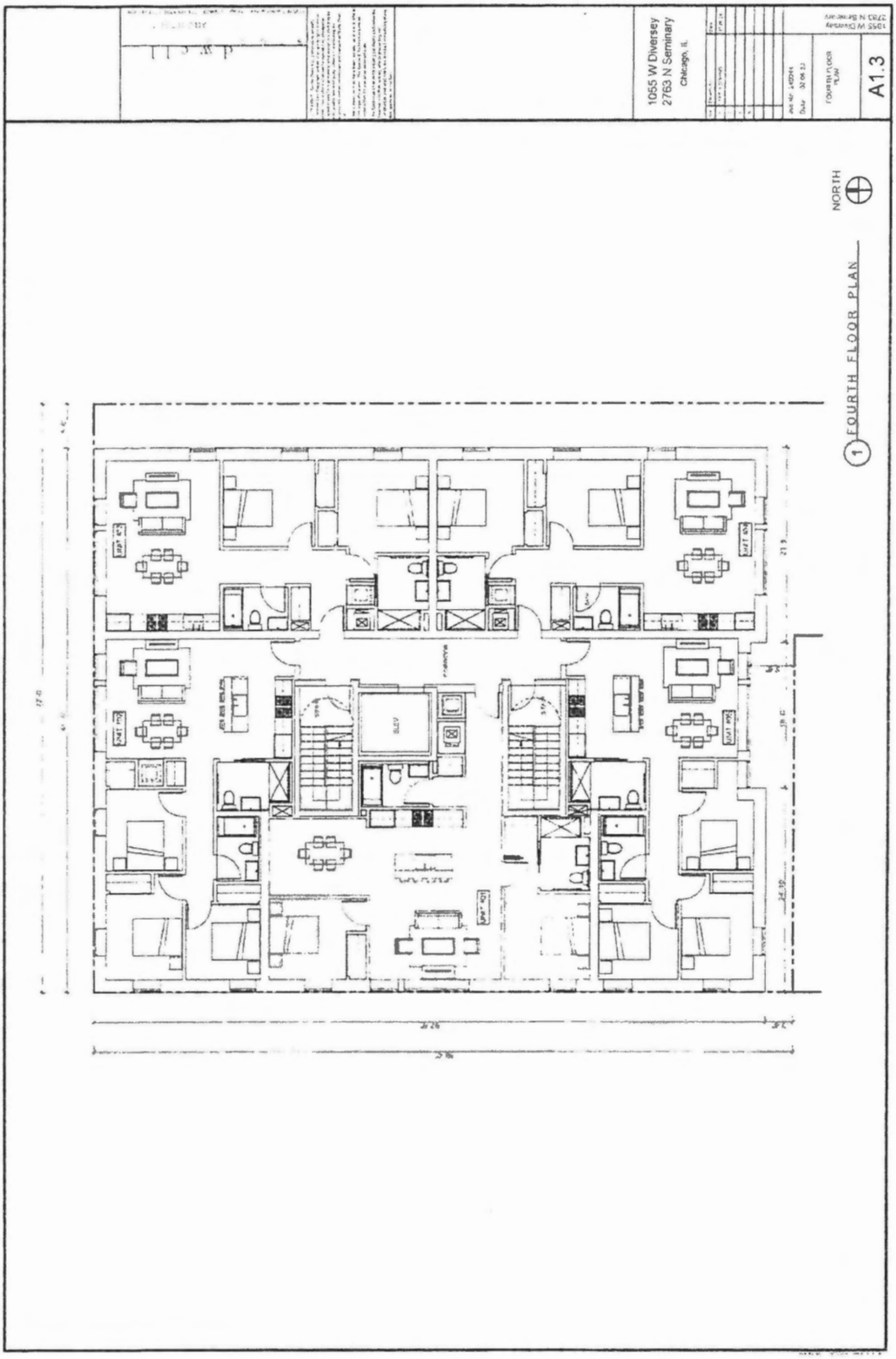
5. The Applicant believes the proposed residential building will provide appropriate density in the Lincoln Park neighborhood. Based on the subject property's proximity to a designated bus route (Diversey CTA Bus Line) and train station (CTA Diversey Train Station), the Applicant believes the project complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need.

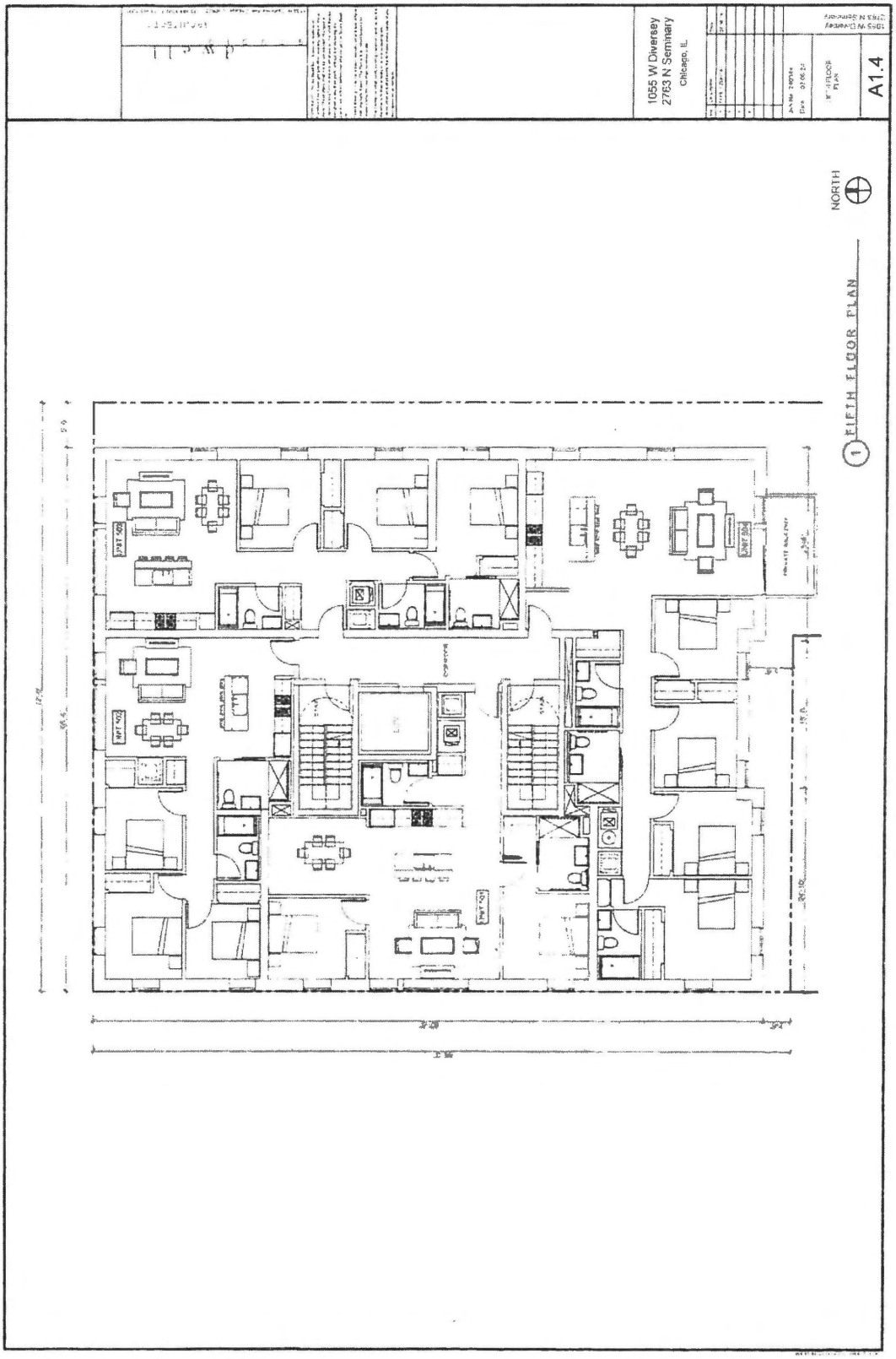

New 6 story, 24 Unit Residential Building
1055 W Diversey / 2763 N Seminary, Chicago, Il.
1055 W Diversey
2763 N Seminary
Chicago, IL
A0.0
WEST DIVERSEY PKWY
NORTH SEMINARY AVE
SITE PLAN
NORTH
2019 CHICAGO BUILDING CODE
SITE LEGEND
LEGEND
ABBREVIATIONS
DRAWING INDEX
MATERIAL LEGEND


1055 W Diversey
2763 N Seminary
Chicago, IL
A1.0
NORTH
1 FIRST FLOOR PLAN


1055 W Diversey
2763 N Sedgwick
Chicago, IL
A1.1
NORTH
1 SECOND FLOOR PLAN


1055 W Diversey
2783 N Seminary
Chicago, IL
A1.2
NORTH
1 THIRD FLOOR PLAN


1055 W Diversey
2763 N Seminary
Chicago, IL
A1.3
NORTH
1 FOURTH FLOOR PLAN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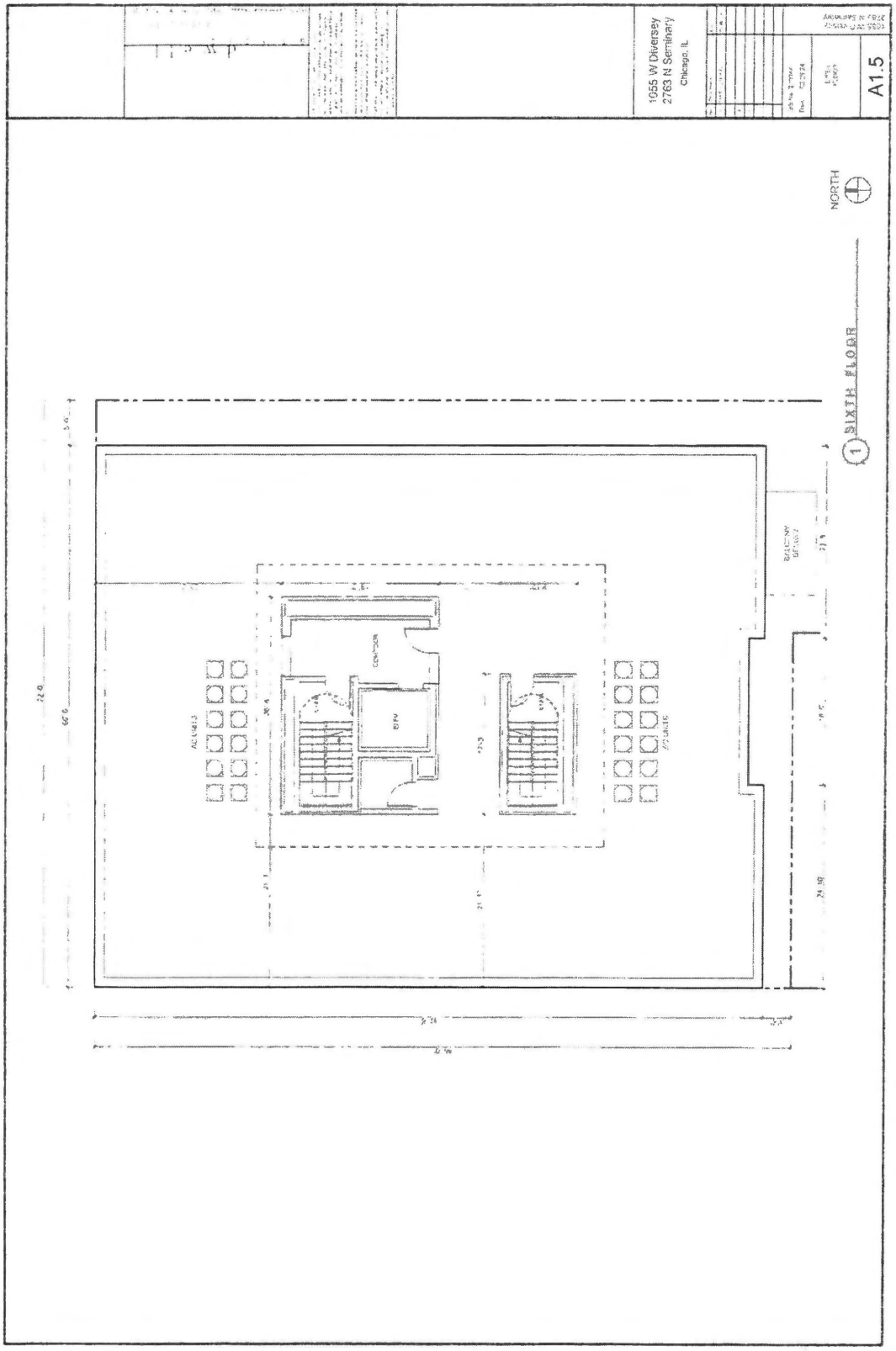
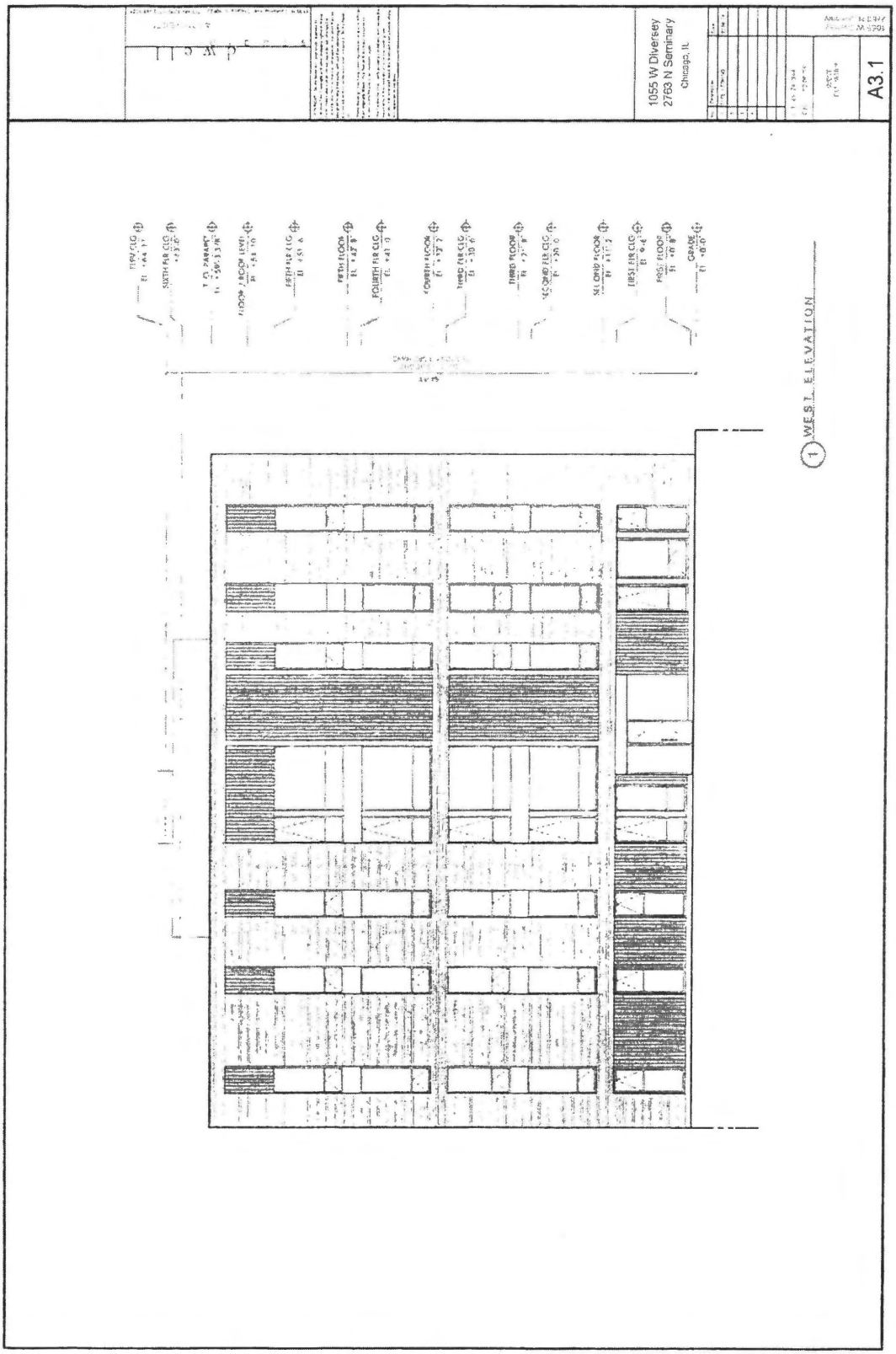
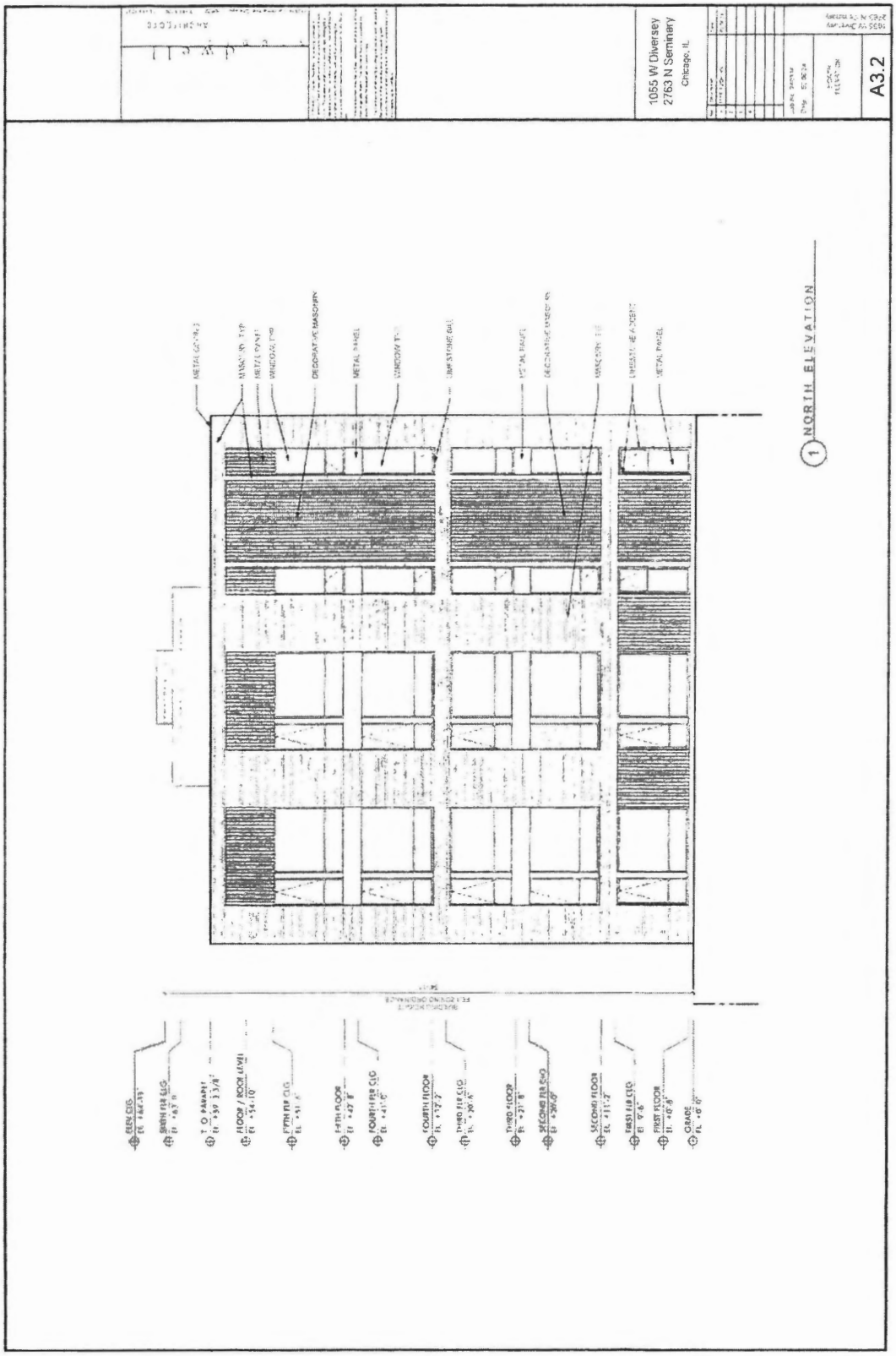
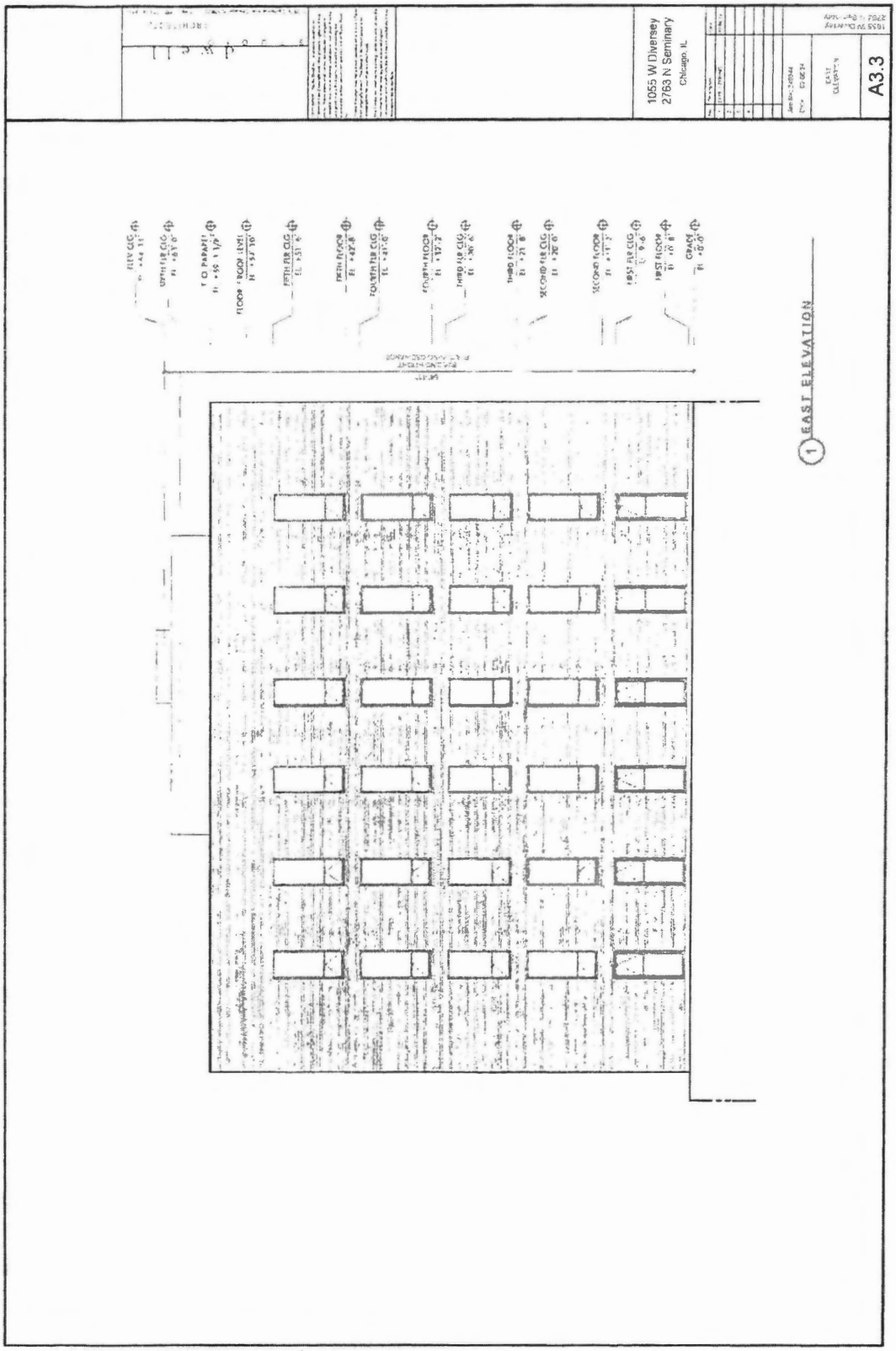
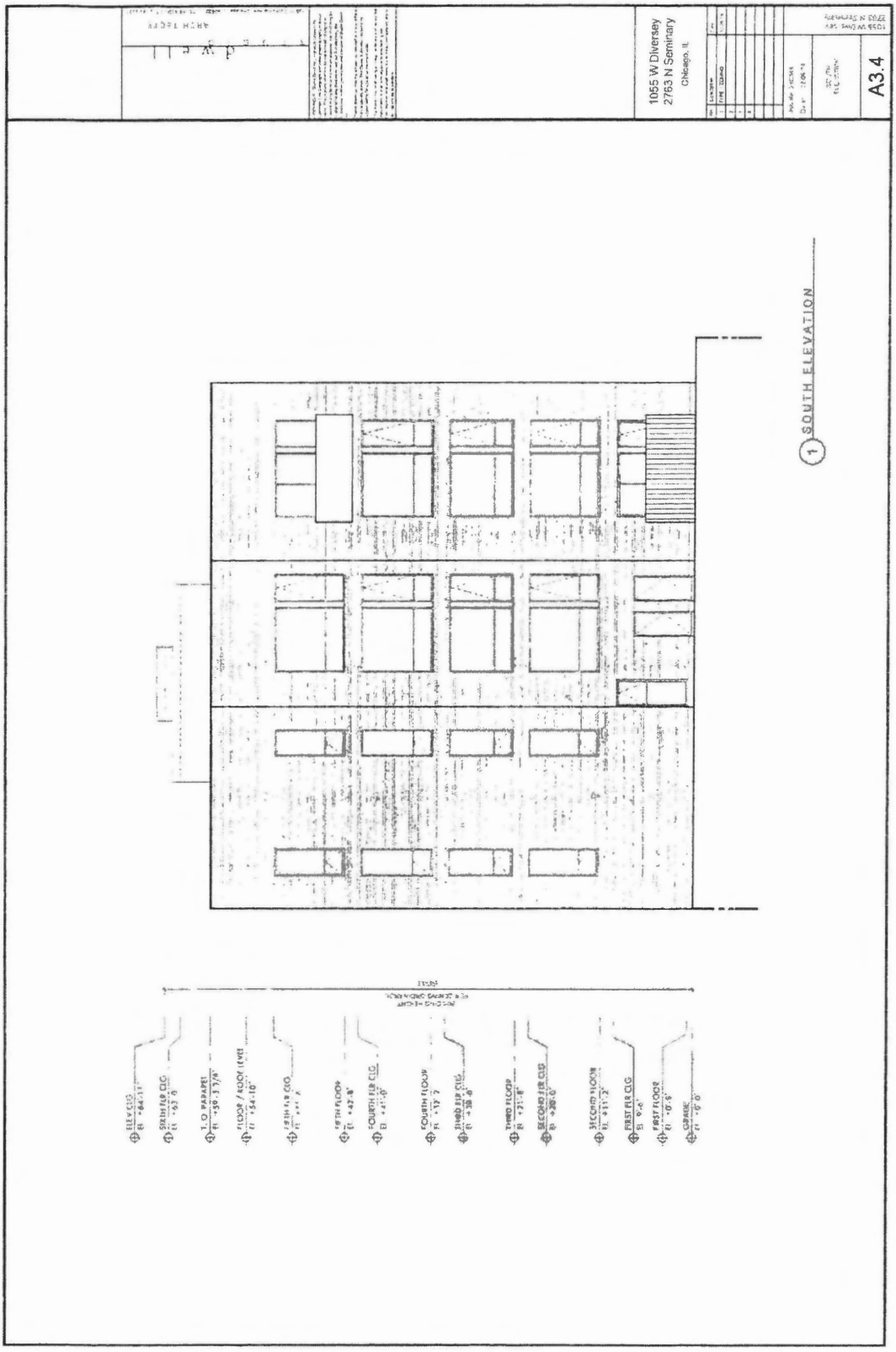
2763 N Seminary
Chicago, IL
A1.4
NORTH
1 FIFTH FLOOR PLAN


1055 W Diversey
2763 N Sernbary
Chicago, IL
A1.5
NORTH
1 SIXTH FLOOR


1055 W Diversey
2763 N Seminary
Chicago, IL
A3.1
WEST ELEVATION


1055 W Diversey
2763 N Seminary
Chicago, IL
A3.2
1 NORTH ELEVATION


1055 W Diversey
2763 N Seminary
Chicago, IL
A3.3
1 EAST ELEVATION


1055 W Diversey
2763 N Seminary
Chicago, IL
A3.4
1 SOUTH ELEVATION

Reclassification Of Area Shown On Map No. 7-G.
(Application No. 22433T1)
(Common Address: 2411 N. Lincoln Ave.)

[O2024-0009011]

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 B3-3 Community Shopping District symbols and indications as shown on Map Number 7-G in the area bounded by:

a line 200 feet north of and perpendicular to North Halsted Street, as measured along the west right-of-way line of the intersection of North Halsted Street and North Lincoln Avenue; North Halsted Street; North Lincoln Avenue; and a line 200.12 feet northwest of and perpendicular to North Lincoln Avenue, as measured along the northwest right-of-way line of the intersection at North Lincoln Avenue and North Halsted Street,

to those of a B3-5 Community Shopping District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Code Analysis and Legends; Transit-Oriented Development Information; Levels 1, 2, 3, 4 and 5 Floor Plans; Penthouse Floor Plan; Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12393 through 12406 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 – 2411 N. Lincoln Ave., Chicago, IL

Proposed Zoning: B3-5 Community Shopping District

Lot Area: 16,780 square feet (irregular lot shape)

Proposed Land Use: The Applicant is proposing to permit a 2,780.7 sq. ft. addition to the existing five-story mixed-use building's, which obtained a building permit on March 15th, 2022; first floor to expand its retail footprint. The existing mixed-use building will remain 57 ft. in height. The existing thirty-six (36) residential units located above grade will also remain without change. The subject property is a Transit Served Location and will be supported by eighteen (18) off-street parking spaces.

(A) The Project's Floor Area Ratio: 52,233.5 square feet (3.11 FAR)

*As per Section 17-13-0303-D Option Administrative Adjustment, the subject property is a designated Transit Served Location. Pursuant to Sec. 17-3-0403-B, the Applicant is seeking to permit the proposed 3.11 Floor Area Ratio.

(B) The Project's Density (Minimum Lot Area Per D.U.): 466.11 square feet per D.U. (36 existing residential units to remain)

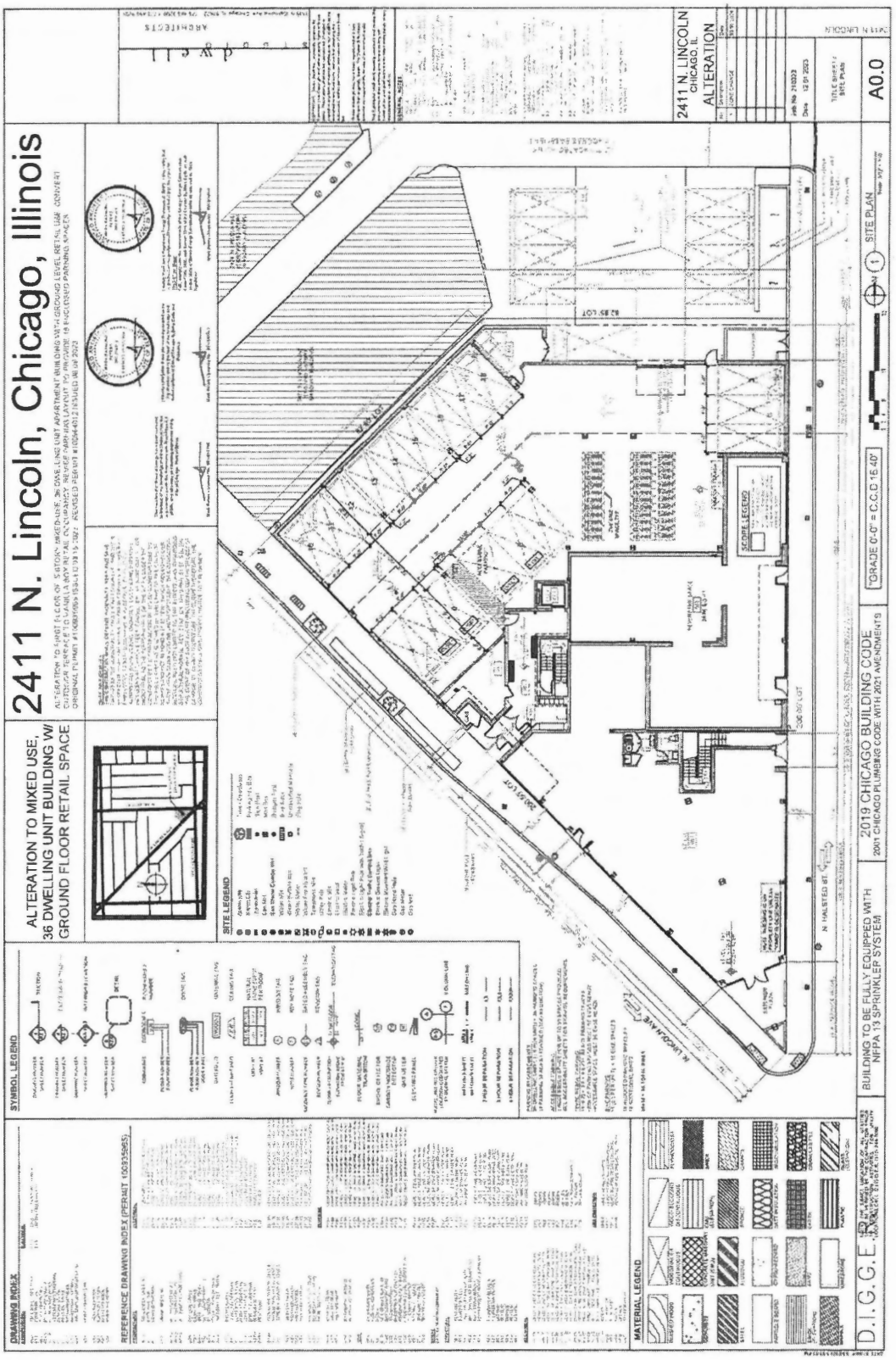
(C) The amount of off-street parking: 18 parking spaces

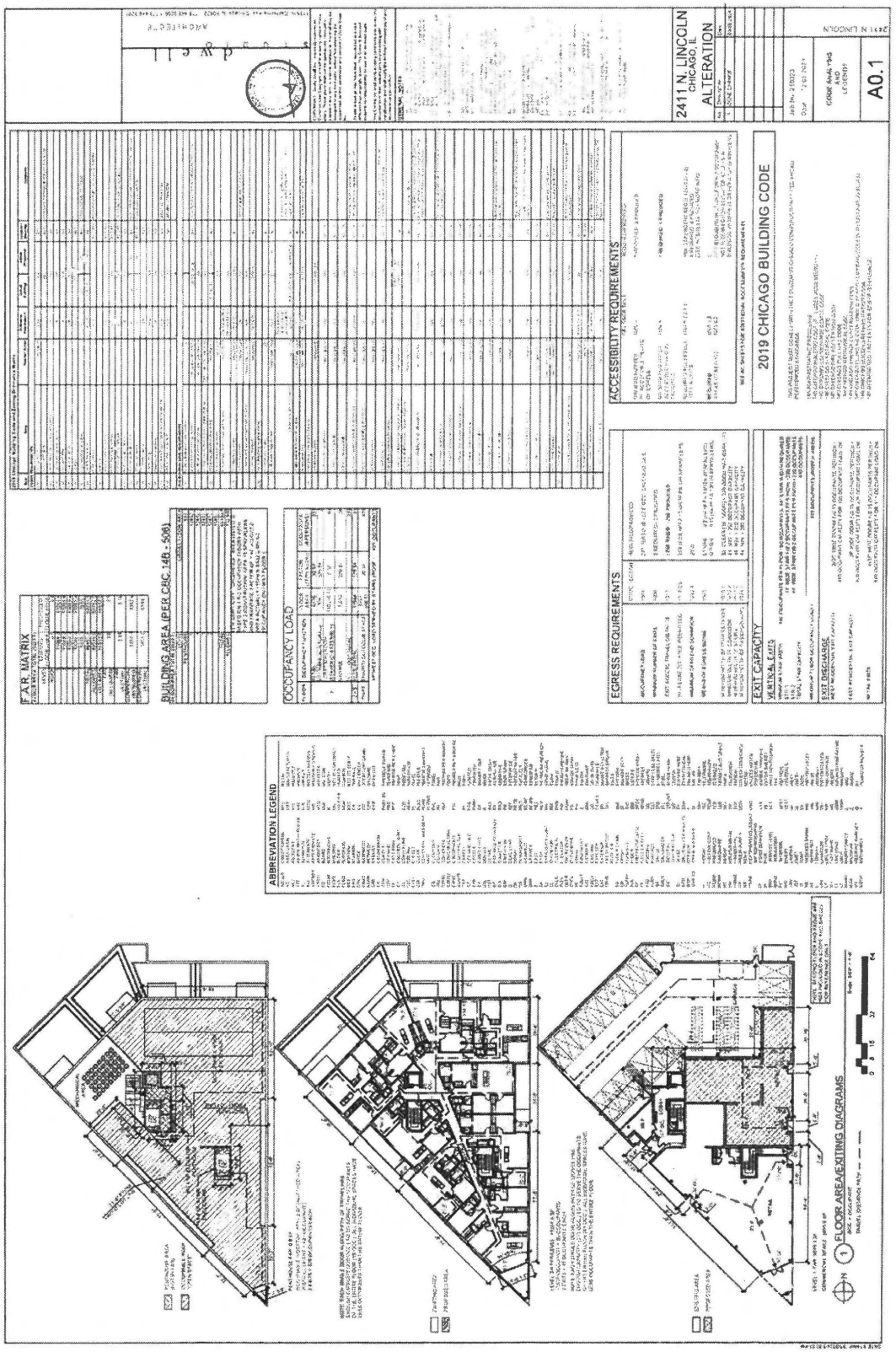
*The subject property is a designated Transit Served Location. Pursuant to Sec. 17-13-1003-EE, the Applicant will maintain eighteen (18) off-street parking spaces to serve the thirty-six (36) existing residential units.

(D) Setbacks:

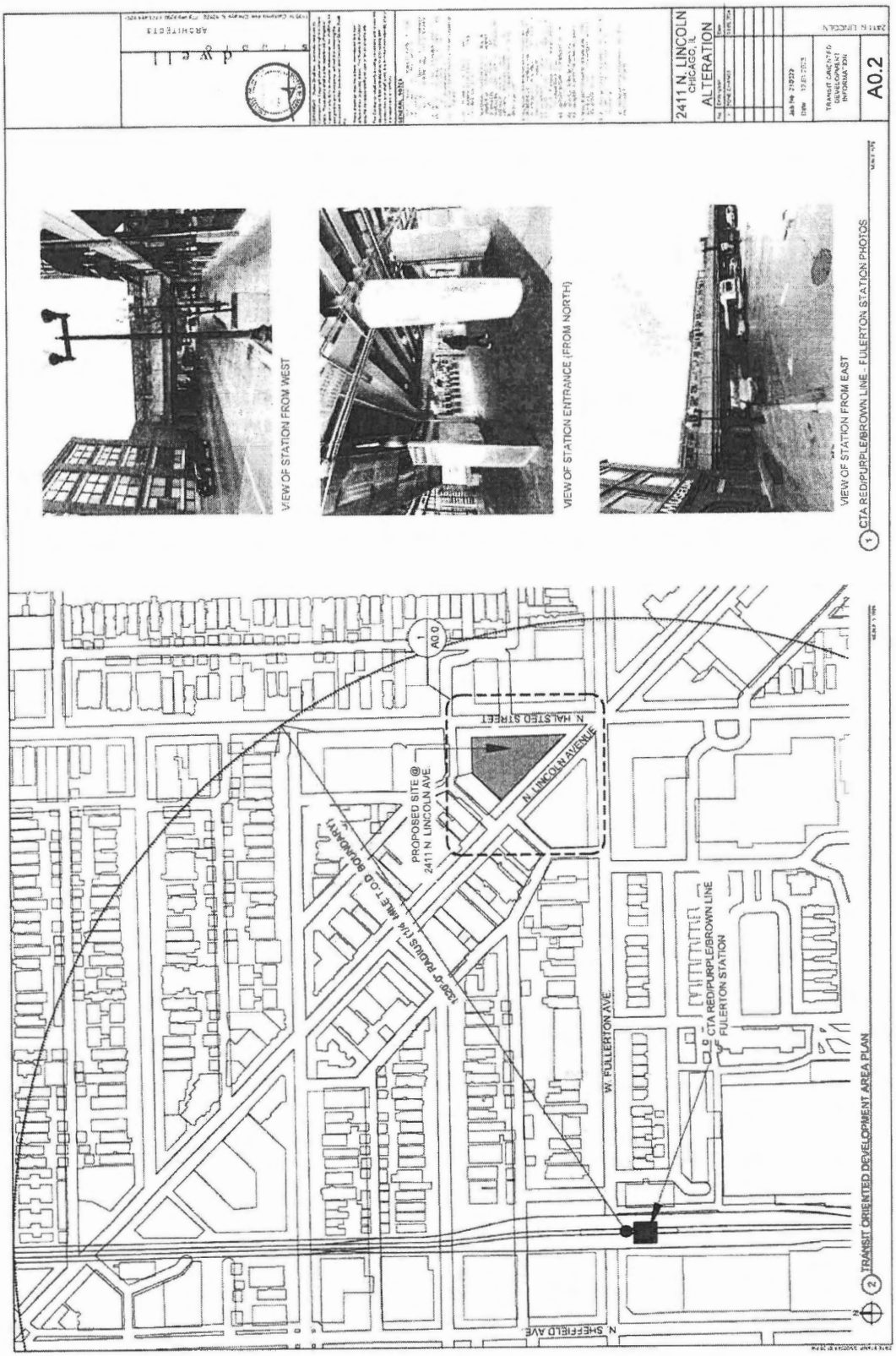
a.	Front Setback:	zero (existing to remain)
b.	Side Setbacks:	
	West Side:	zero (existing to remain)
	East Side:	zero (existing to remain)
c.	*Rear Setback:	zero at first floor / 30 ft. for residential floors above grade (existing to remain)

(E) Building Height: 57 feet (existing to remain)

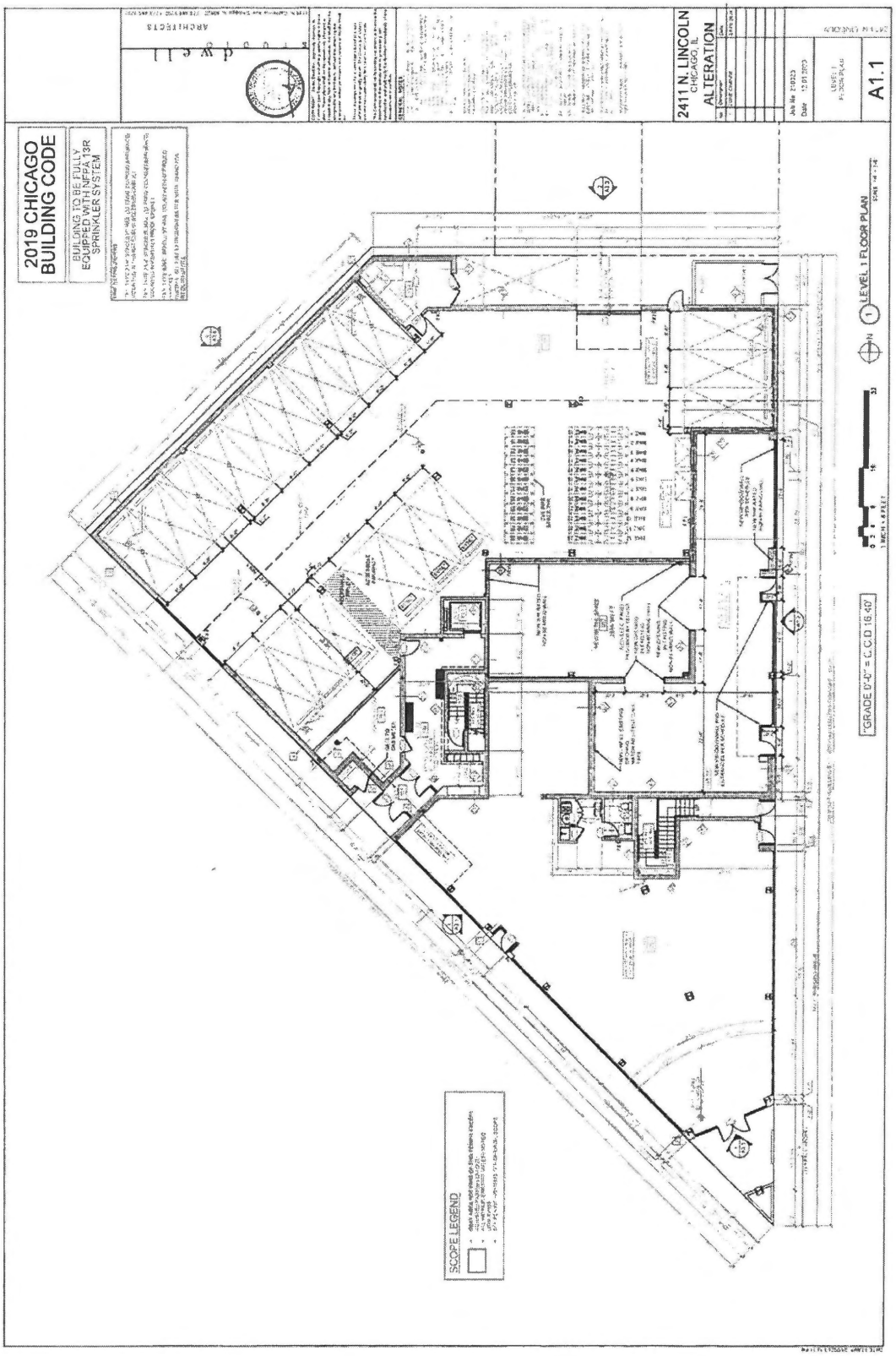

2411 N. Lincoln, Chicago, Illinois
ALTERATION TO MIXED USE,
36 DWELLING UNIT BUILDING W/
GROUND FLOOR RETAIL SPACE
2411 N. LINCOLN
CHICAGO, IL
ALTERATION
A0.0
SITE PLAN
N HALSTED ST
W FULLERTON AVE
D.I.G.G.E.
2019 CHICAGO BUILDING CODE
BUILDING TO BE FULLY EQUIPPED WITH
NFPA 13 SPRINKLER SYSTEM


FINAL FOR PUBLICATION
2411 N. LINCOLN
CHICAGO, IL
ALTERATION
2019 CHICAGO BUILDING CODE
A0.1

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION




2019 CHICAGO BUILDING CODE
BUILDING TO BE FULLY EQUIPPED WITH NFPA 13R SPRINKLER SYSTEM
SCOPE OF ALTERATION IS LIMITED TO FIRST FLOOR
LEVEL 2 - ROOF TO REMAIN AS EXISTING. SHOWN FOR REFERENCE ONLY
2411 N. LINCOLN
CHICAGO, IL
ALTERATION
LEVEL 2 FLOOR PLAN
A1.2
1 LEVEL 2 FLOOR PLAN
GRADE 0'-0" = C.C.D 18.40'

FINAL FOR PUBLICATION



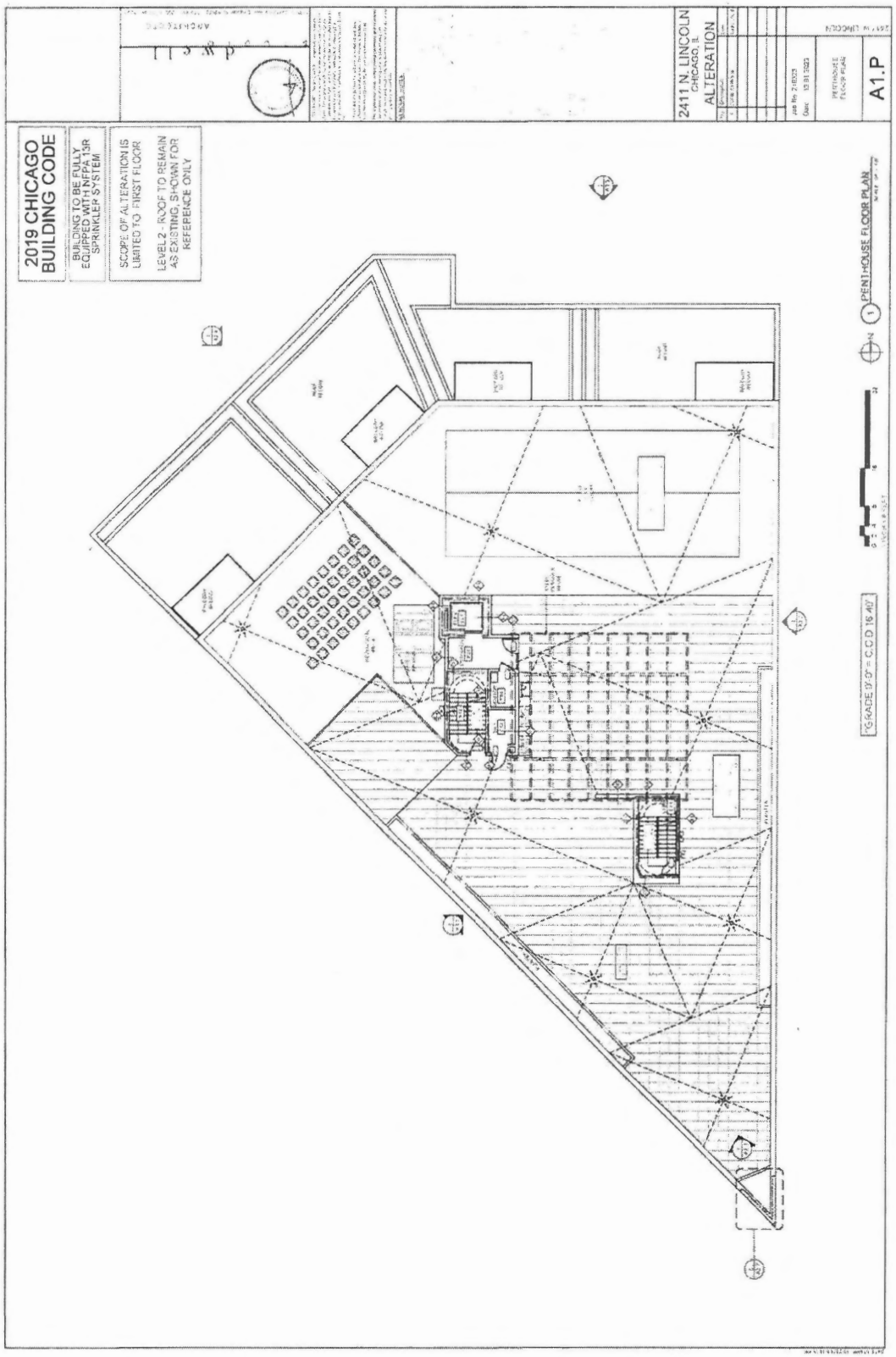
FINAL FOR PUBLICATION



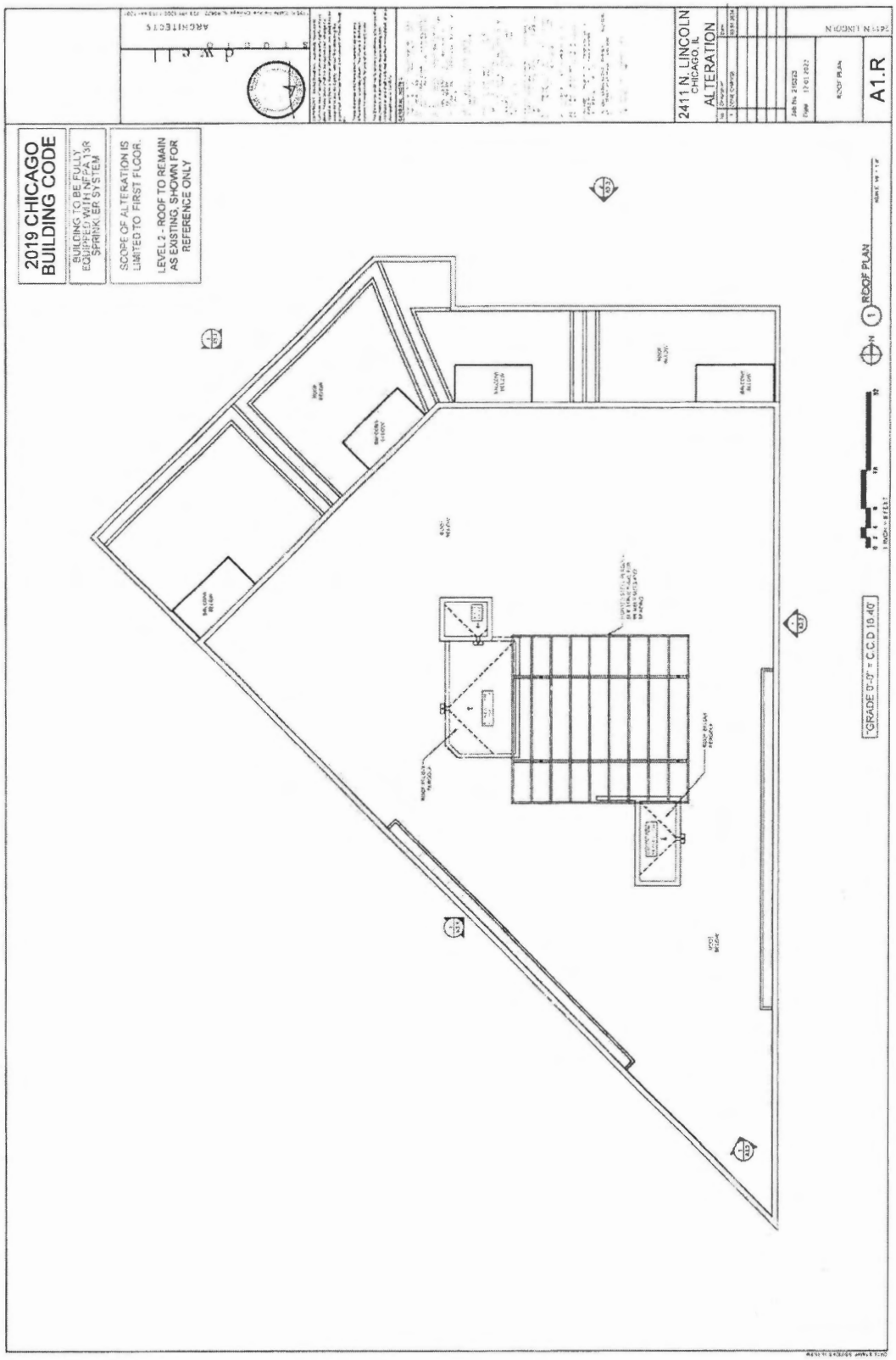
FINAL FOR PUBLICATION

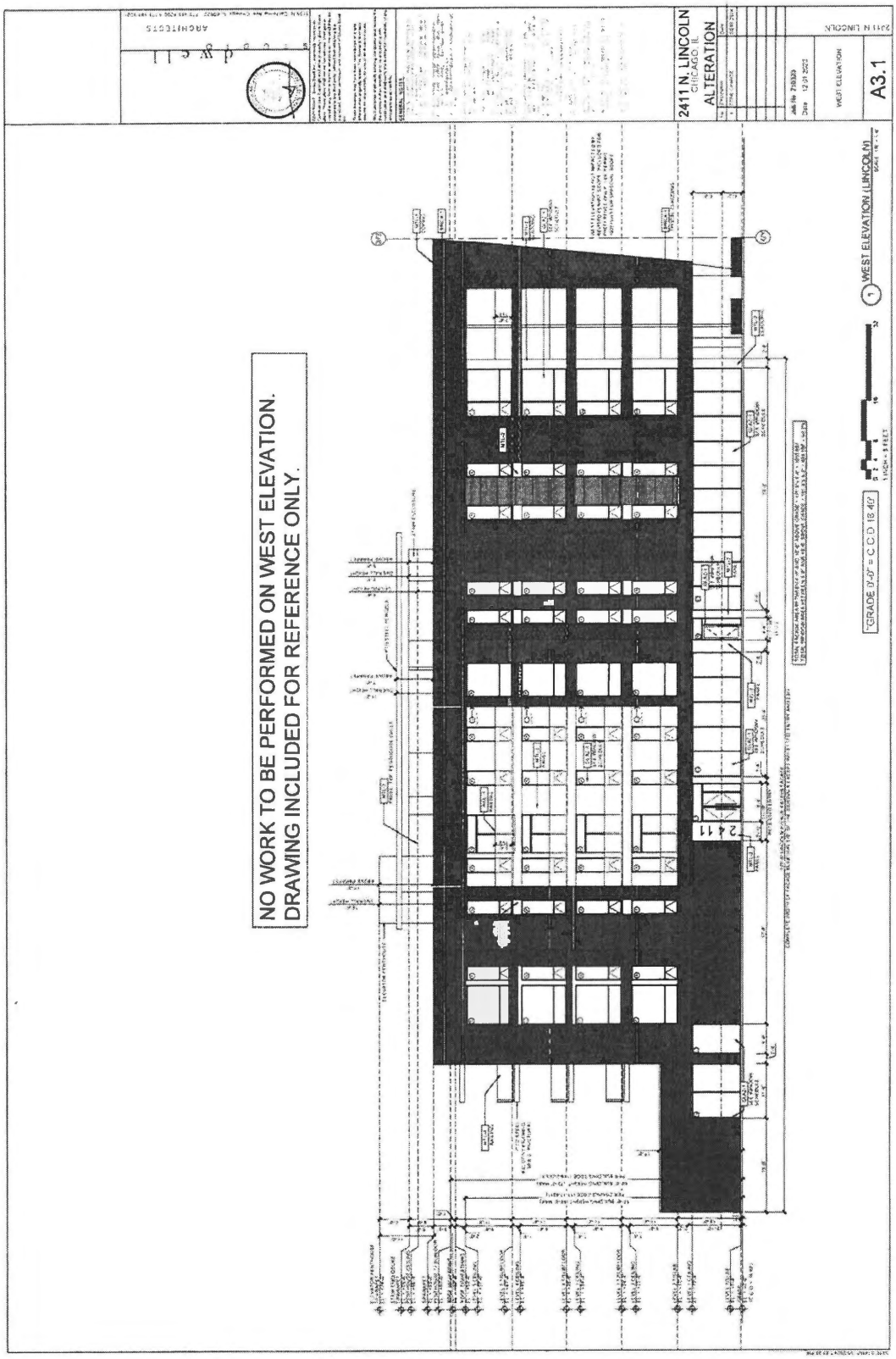


FINAL FOR PUBLICATION

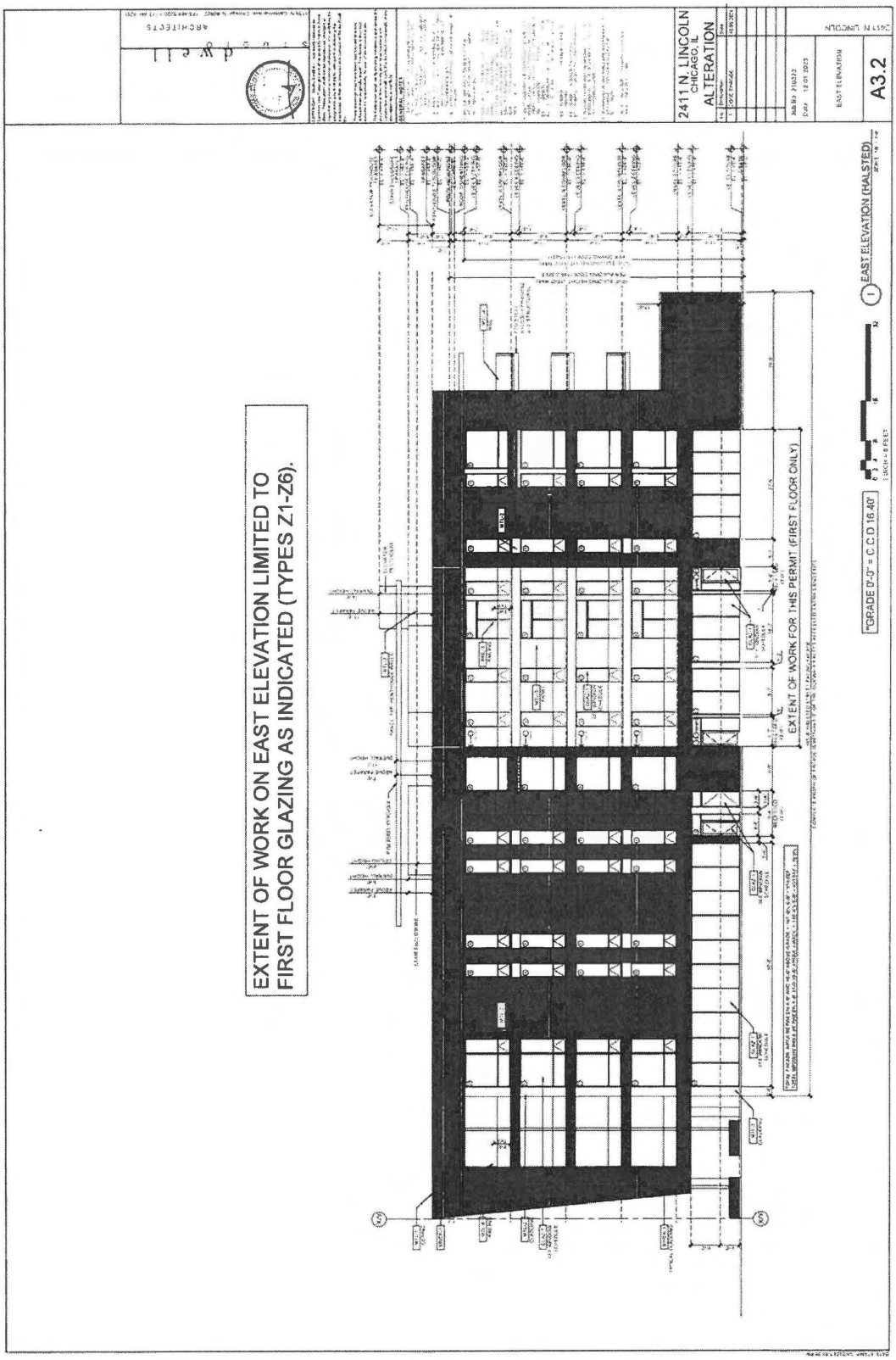


FINAL FOR PUBLICATION

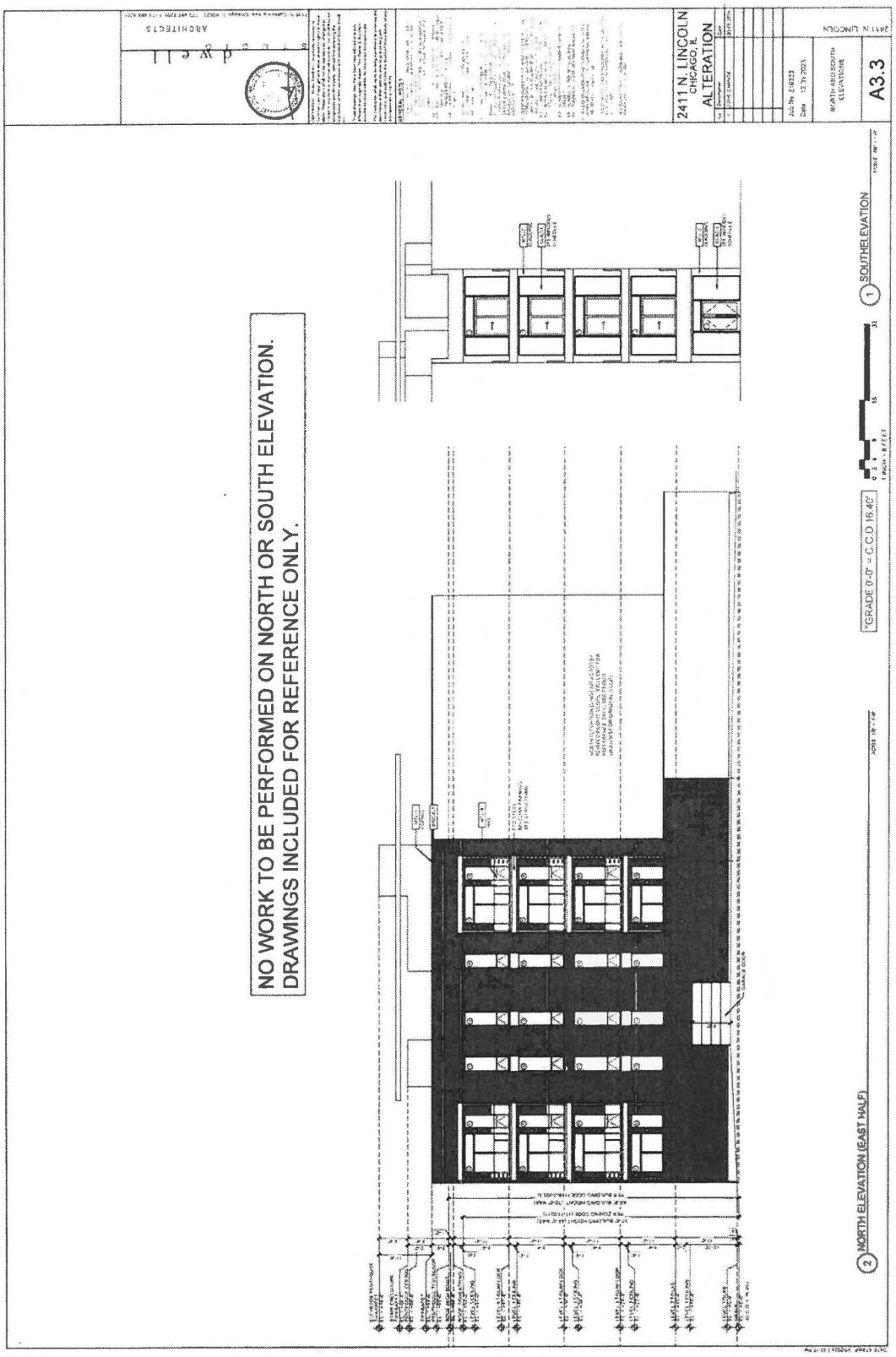



NO WORK TO BE PERFORMED ON WEST ELEVATION.
DRAWING INCLUDED FOR REFERENCE ONLY.
2411 N. LINCOLN
CHICAGO, IL
ALTERATION
WEST ELEVATION
A3.1
WEST ELEVATION (LINCOLN)
"GRADE 0'-0" = C.C.D. 18.40'
2411

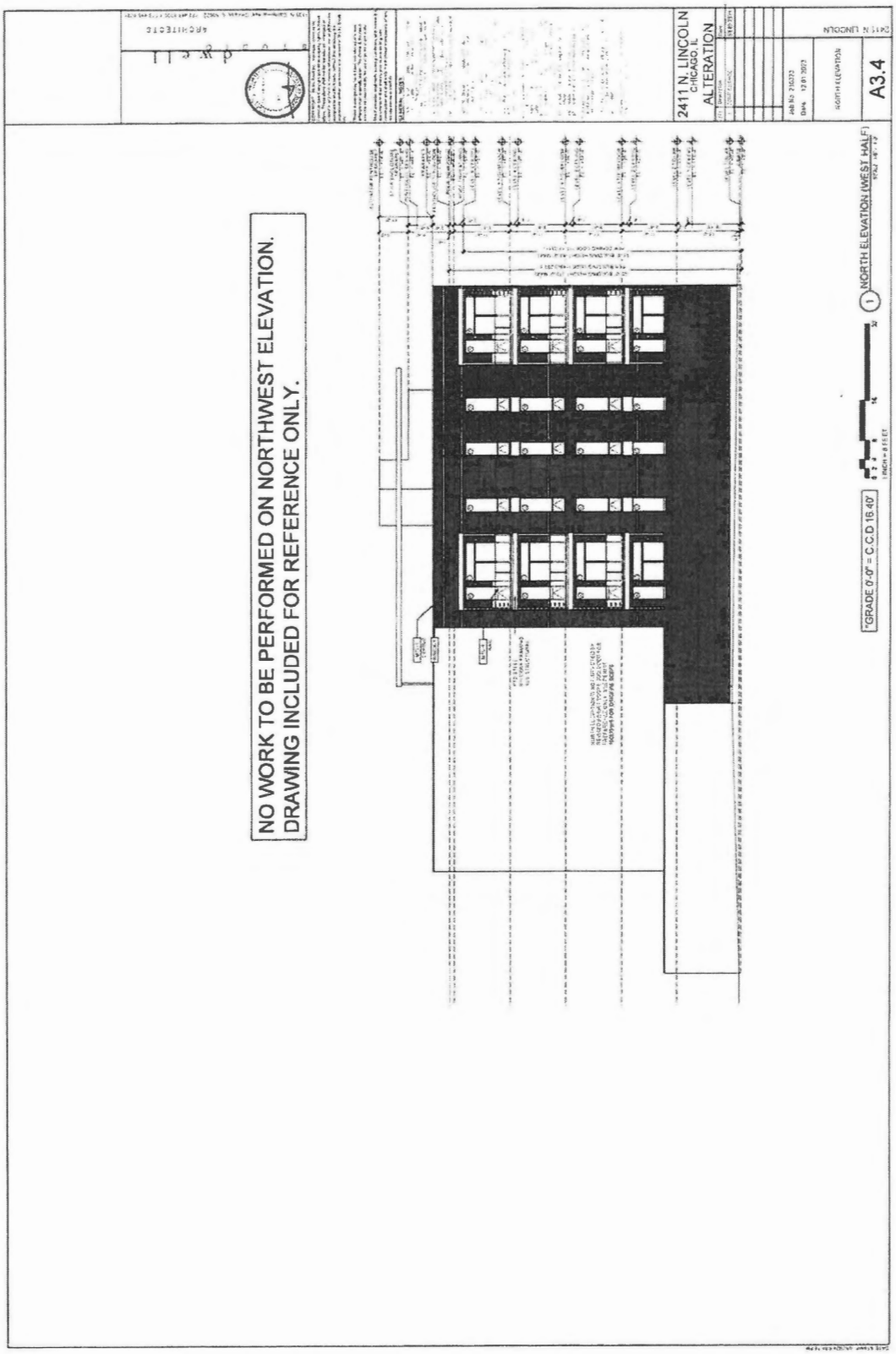
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 7-J.
(Application No. A-8869)
(Common Address: 2901 -- 2909 N. Milwaukee Ave.)

[O2024-0007789]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B2-2 Neighborhood Mixed-Use Districts and C1-3 Neighborhood Commercial Districts and indications as shown on Map Number 7-J in the area 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,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 8-F.
(Application No. 22415)
(Common Address: 3200 S. Wallace St.)

[O2024-0008901]

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 RS3 Residential Single-Unit District symbols and indications as shown on Map Number 8-F in the area bounded by:

West 32nd Street; South Wallace Street; a line 25 feet south of and parallel to West 32nd Street; and a public alley west of and parallel to South Wallace Street,

to those of a C1-1 Neighborhood Commercial 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. 8-I.
(Application No. 22380)
(Common Address: 3787 -- 3789 S. Archer Ave.)

[O2024-0008418]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 8-I in an area bounded by:

South Archer Avenue; a line 124 feet southeast of and parallel to South Campbell Avenue, as measured along the south right-of-way line of South Archer Avenue and perpendicular thereto; the alley next south of and parallel to South Archer Avenue; and a line 76 feet southeast of and parallel to South Campbell Avenue, as measured along the south right-of-way line of South Archer Avenue and perpendicular thereto,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.
(Application No. 22427T1)
(Common Address: 3731 -- 3733 N. Sheffield Ave.)

[O2024-0009001]

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 RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 354.40 feet north of and parallel to West Waveland Avenue; the alley next east of and parallel to North Sheffield Avenue; a line 304.40 feet north of and parallel to West Waveland Avenue; and North Sheffield Avenue,

to those of an RM6 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, First, Second and Third Floor Demo Plans; Basement, First, Second, Third and Fourth Floor Plans; Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12411 through 12423 of this *Journal.*]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment
3731-3733 North Sheffield Avenue, Chicago, Illinois

Proposed Zoning: RM-6 Residential Multi-Unit District

Lot Area: 5,998.5 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, to permit the renovation and expansion of the existing three-story (with basement) multi-unit *residential* building, at the subject property. The programming for the proposed improvements/ renovations calls for the erection of a new four-story lateral addition (north side) and a new one-story vertical addition off of and on to the existing three-story structure, as well as the internal reconfiguration of the existing floor plates/dwelling units. By and through the proposal, the Applicant will be establishing a total of eight (8) *dwelling units* within the building, as expanded. [*The existing three-story building currently contains a total of seven (7) dwelling units.*] The subject property is located within 2,640 feet of the entrance to the *Addison Red-Line CTA Station* and the applicant is proposing to "add" only one *dwelling unit*. As such, and pursuant to the current *Zoning Ordinance*, the design includes off-street parking for six (6) automobiles, which represents a 75% parking-to-unit ratio. The proposed improvements will be masonry in construction and measure 49 feet-0 inches in height.

(A) The Project's Floor Area Ratio: 11,530 square feet square feet (1.92 FAR)

(B) The Project's Density (Lot Area Per Dwelling Unit): 8 total dwelling units (7 existing units + 1 proposed/additional unit) (749.8 square feet per dwelling unit)

(C) The amount of off-street parking: 6 total automobile spaces + (at least) 8 bicycle spaces

(D) Setbacks: a. *Front Setback: 10 foot-2 1/8 inches (existing + proposed)

b. Rear Setback: 36 feet-1 7/8 inches

c. *Side Setbacks:
North: 3 feet-0 inches (proposed)
South: 0 feet-0 inches (existing)
3 feet-5 3/4 inches (proposed 4th Floor addition)

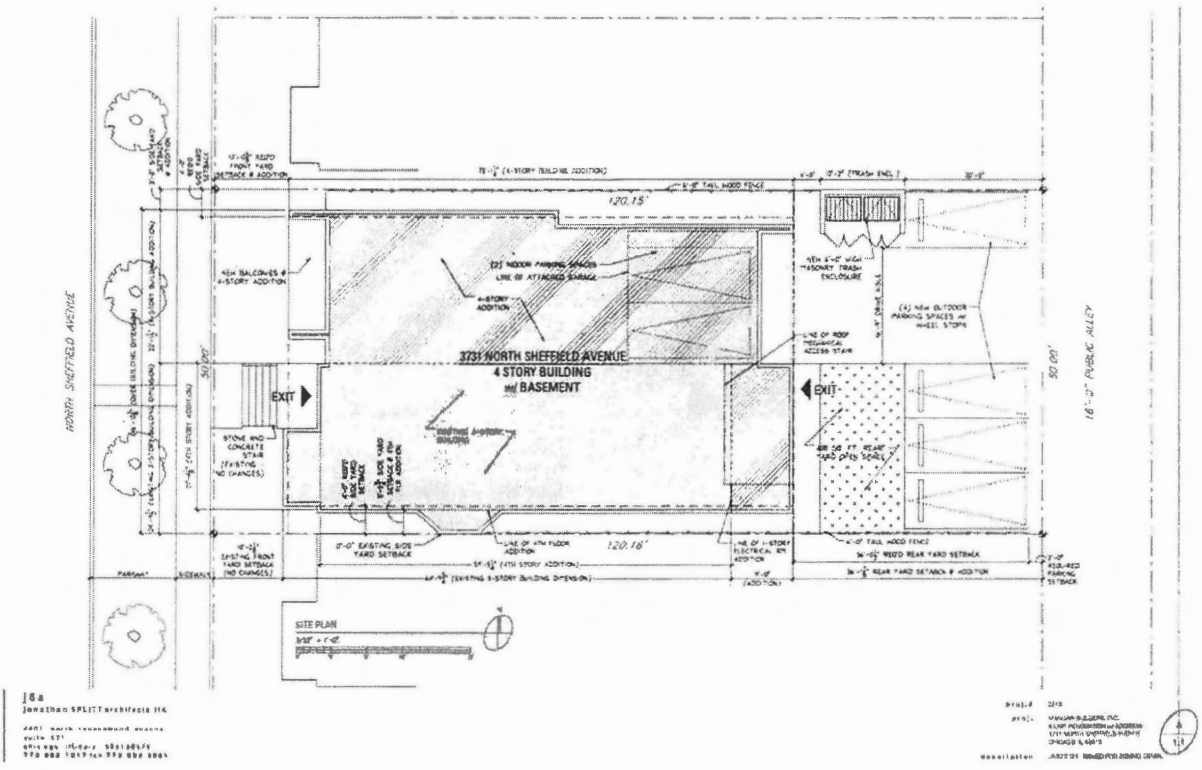
Final for Publication

(D) Setbacks: (*continued*)

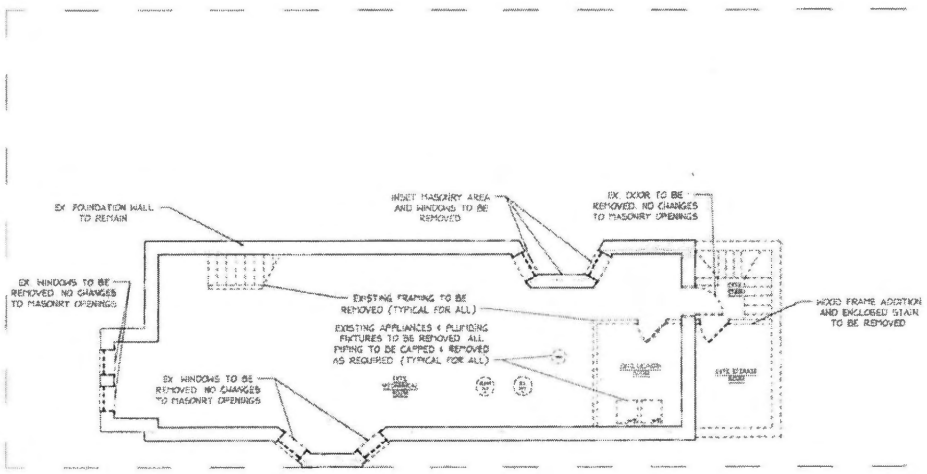
*Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, the Applicant is seeking an *Administrative Adjustment* to reduce the north and south *side setbacks* from 4.0 feet to 3.0 feet and 0.0 feet (existing)/3.48 feet (proposed 4th Floor addition), respectively, and to reduce the total *combined side setback* from 10.0 feet to 3.48 (existing)/6.48 feet (with 4th Floor addition) , as well as to reduce the *front setback* from 10.83 feet to 10.16 feet. [Section 17-2-0309-A and Section 17-13-1003-I (1 and 1.5)] The proposed additions (vertical/upper-story and lateral-side) follow the existing exterior building walls straight up and to the north, thereby maintaining the same existing *setback* conditions at the front and on the south side and also matching the predominant *setback* conditions of the other existing buildings that comprise the subject block.

(E) Building Height: 49 feet-0 inches

Final for Publication



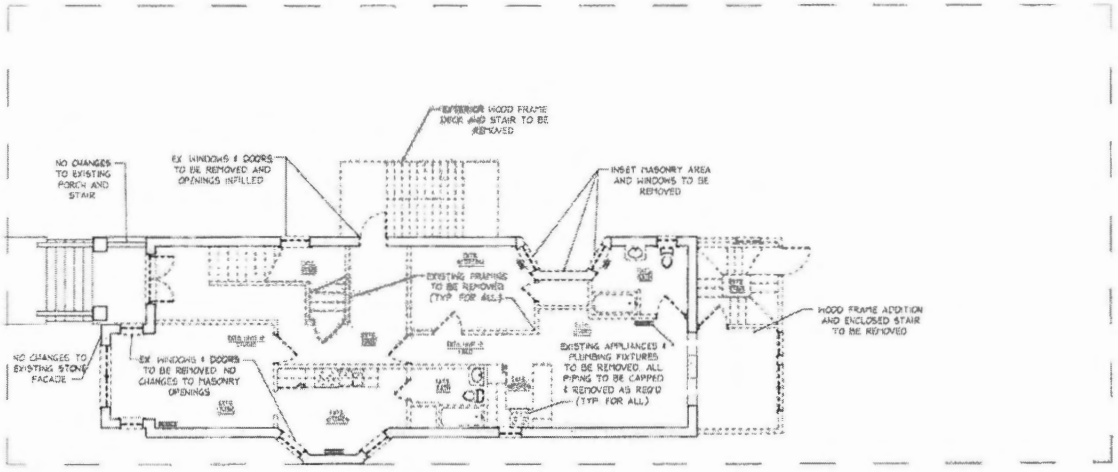
Final for Publication



BASEMENT FLOOR DEMO PLAN

1/8" = 1'-0"

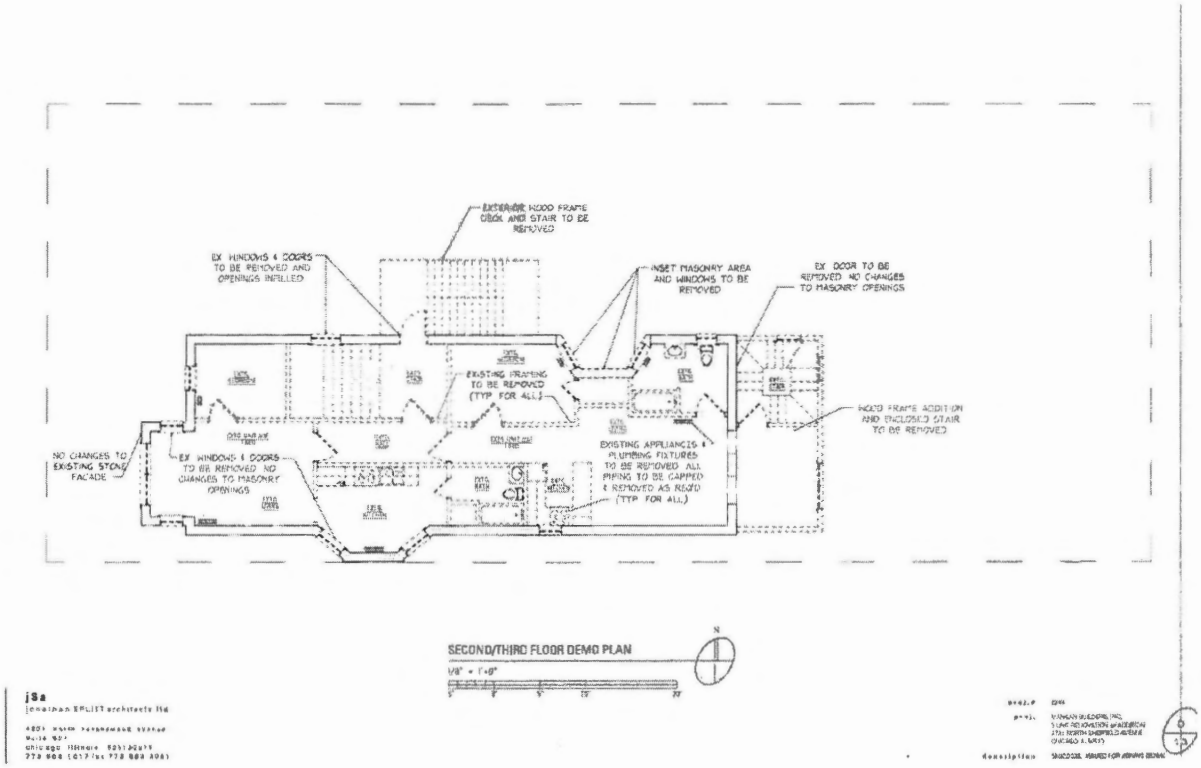
Final for Publication



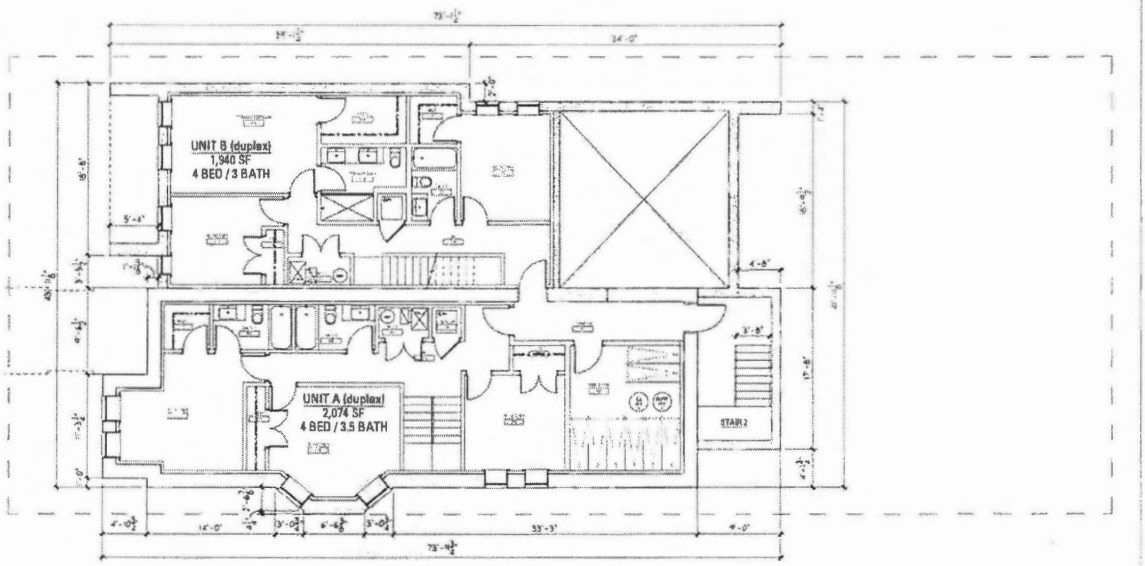
FIRST FLOOR DEMO PLAN

1/8" = 1'-0"

Final for Publication



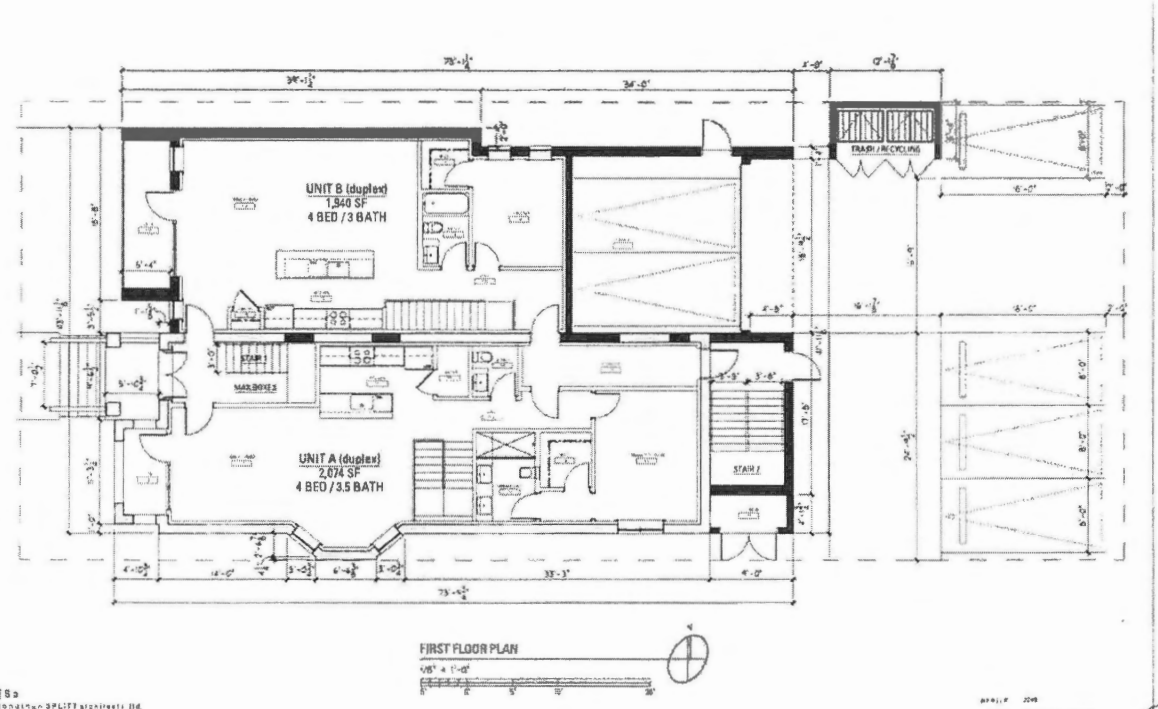
Final for Publication



BASEMENT FLOOR PLAN

1/8" = 1'-0"

Final for Publication



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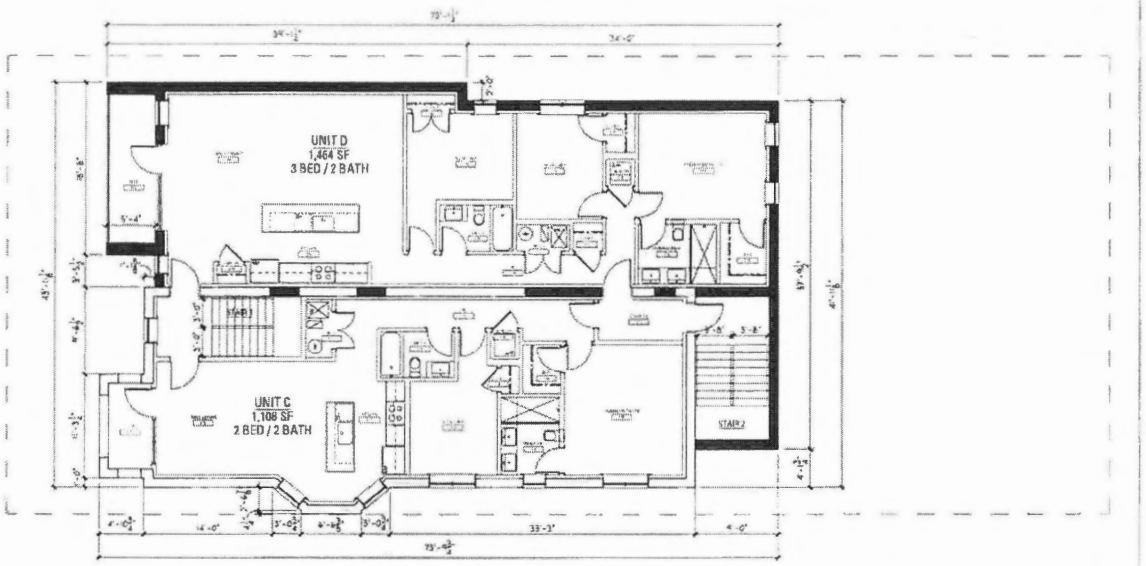

SECOND/THIRD FLOOR PLAN
1/8" = 1'-0"

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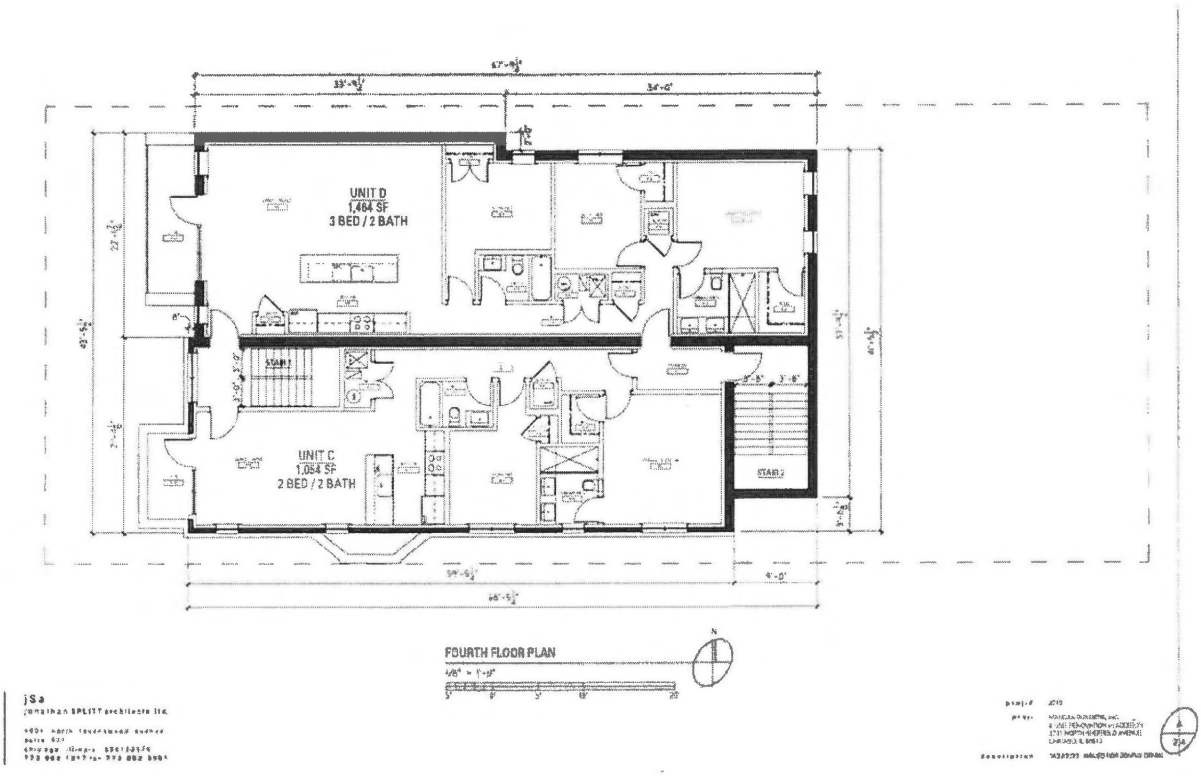

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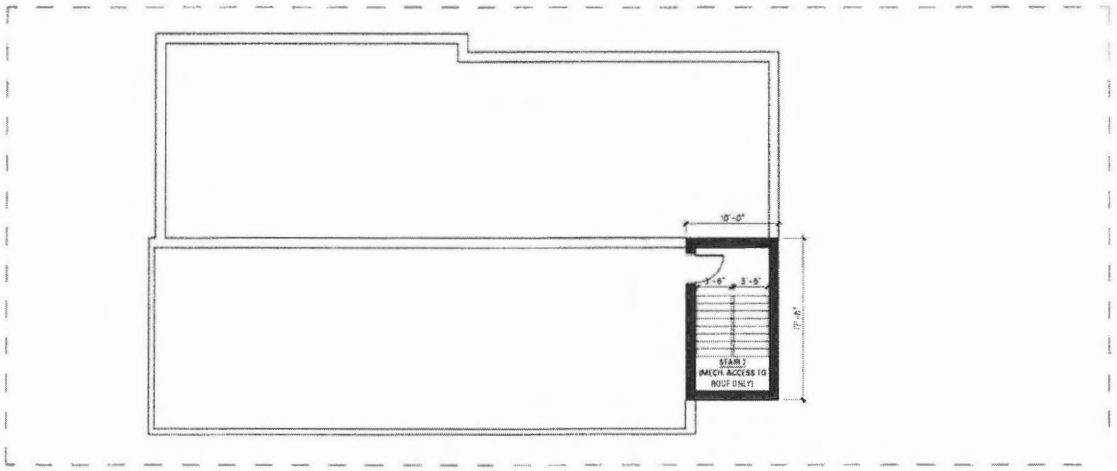

ROOF PLAN
1/8" = 1'-0"

Final for Publication



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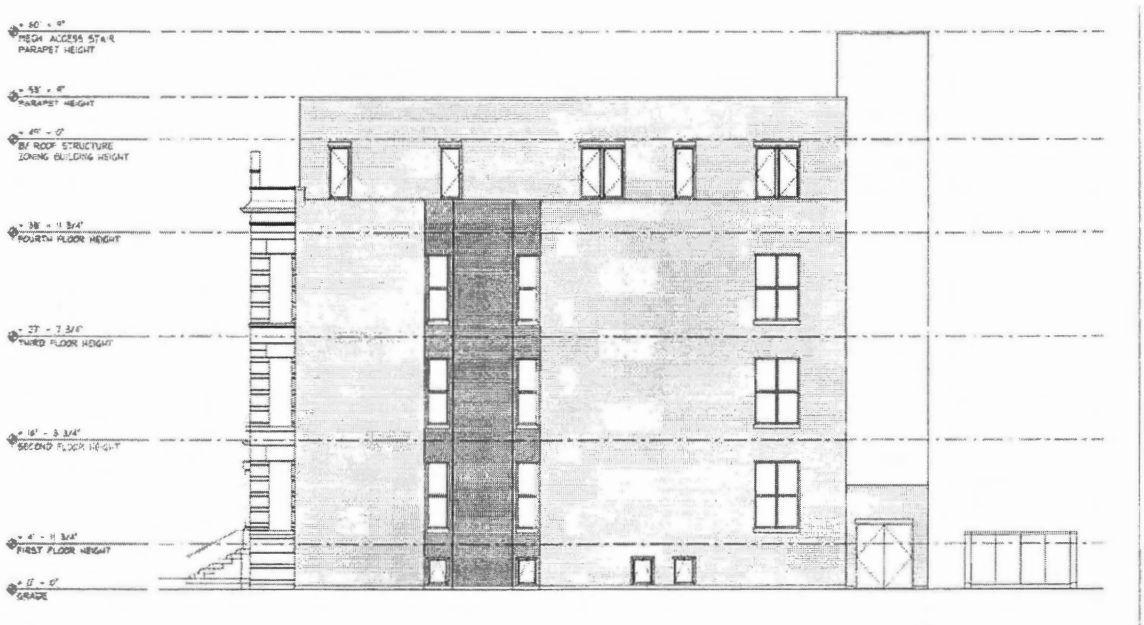

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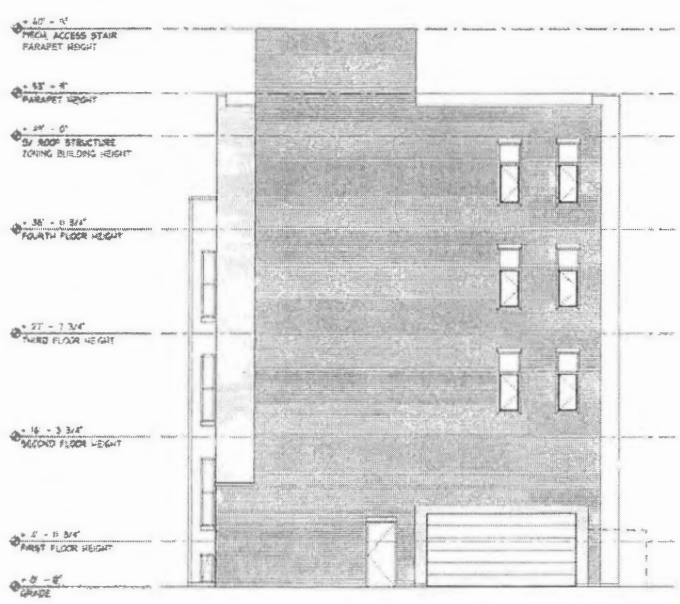
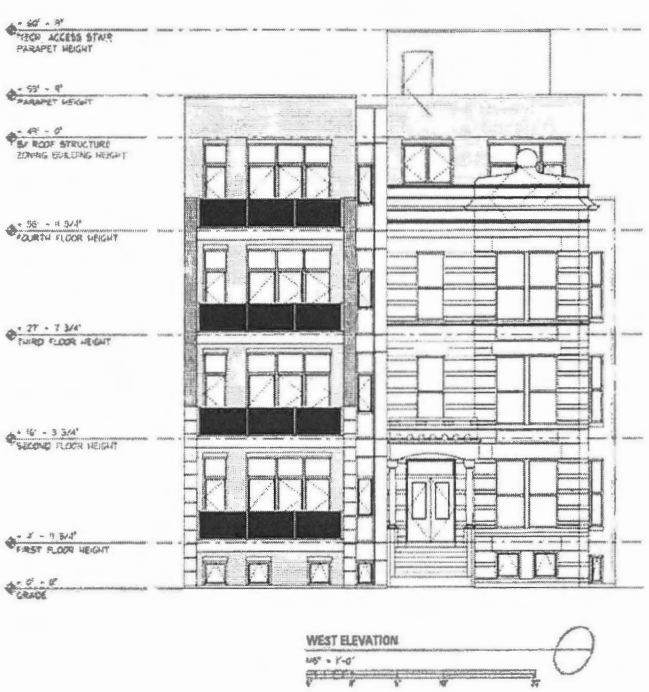


EAST ELEVATION

3/8" = 1'-0"

Final for Publication



WEST ELEVATION

jsa
Jonathan SPLITT architects ltd.

Reclassification Of Area Shown On Map No. 9-H.
(Application No. 22430)
(Common Address: 2019 W. Irving Park Rd.)

[O2024-0009008]

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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

West Irving Park Road; the public alley next west of and parallel to North Damen Avenue; the public alley next south of and parallel to West Irving Park Road; and North Seeley Avenue,

to those of a B3-1 Neighborhood Shopping 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. 9-H.
(As Amended)
(Application No. 22421T1)
(Common Address: 2035 -- 2043 W. Irving Park Rd.)

[SO2024-0008915]

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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

West Irving Park Road; North Seeley Avenue; the alley next south of and parallel to West Irving Park Road; and a line 100.00 feet west of and parallel to North Seeley Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; First, Second, Third, Fourth and Fifth Floor Plans; Roof Plan; North, South, East and West Building Elevations; and Transit-Served Location Proximity Map attached to this ordinance printed on pages 12432 through 12442 of this *Journal*.]

Type 1 Narrative Rezoning Analysis and Specific Criteria for Transit-Served Locations attached to this ordinance read as follows:

Final for Publication

17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment - SUBSTITUTE
2035-2043 West Irving Park Road, Chicago, Illinois

Proposed Zoning: B3-3 Community Shopping District

Lot Area: 12,500 square feet

Proposed Land Use: The Applicant is seeking a *Type 1 Zoning Map Amendment* with *Administrative Adjustment & Variation* relief, pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, in order to permit the reactivation of the subject property with a new five-story *mixed-use* development. The ground floor of the proposed new *mixed-use* development will offer *commercial/retail* space (3,048 square feet) that will comprise the entire Irving Park frontage, as well as a *residential* lobby and amenity spaces along Seeley Avenue. The upper (2nd through 5th) floors will feature a total of thirty-seven (37) *dwelling units* of diverse typology, including seven (7) units that will be provided as "affordable," pursuant to the *Affordable Requirements Ordinance* ("ARO"). The subject property is located within 2,640 feet of the entrance to the *Irving Park Brown Line (CTA) Station.* As such, and pursuant to the current Zoning Ordinance [*§17-3-0308(4)*], the programming includes off-street parking for fifteen (15) automobiles within the rear of the ground floor, accounting for a 60% reduction of the minimum off-street automobile parking ratio for the proposed development, at this *Transit Served Location* (TSL). The proposed improvements will be masonry in construction and will measure approximately 57 feet-5 inches in height.

(A) The Project's Floor Area Ratio: 43,568 square feet *(3.5 FAR)

The subject property is located within 2,640 linear feet of the entrance to the Irving Park Brown Line (CTA) Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development also calls for the provision of at least 75% of the required 'affordable' units to be located onsite and such programming is in compliance with Section 17-3-0308 of the Zoning Ordinance. Therefore, the Applicant is eligible for an increase in maximum floor area ratio (FAR) up to 3.75, pursuant to this Type 1 Zoning Map Amendment. [17-3-0403-B]

(B) The Project's Density (Lot Area Per Dwelling Unit): 37 total dwelling units; *337.8 square feet per dwelling unit

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The Project's Density (Lot Area Per Dwelling Unit): *CONTINUED*

The subject property is located within 2,640 linear feet of the entrance to the Irving Park Brown Line (CTA) Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development also calls for the provision of at least 75% of the required 'affordable' units to be located onsite and such programming is in compliance with Section 17-3-0308 of the Zoning Ordinance. Therefore, the Applicant is eligible for a reduction in the required minimum lot area (MLA) per dwelling unit - down to a minimum of 325 square feet per unit, pursuant to this Type 1 Zoning Map Amendment. [17-3-0402-B]

(C) The amount of off-street parking: *15 automobile spaces; at least 37 bicycle spaces
*0 loading spaces

The subject property is located within 2,640 linear feet of the entrance to the Irving Park Brown Line (CTA) Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B], under the current Zoning Ordinance (as amended). The programming for the development calls for the provision of over 3,000 square feet of commercial/retail space and a total of thirty-seven (37) residential/dwelling units. In an effort to mitigate vehicular congestion in the neighborhood and to promote the use of public transit and other alternatives to private automobile ownership, the Applicant is seeking an Administrative Adjustment - in conjunction with this Type 1 Zoning Map Amendment, to reduce the minimum off-street automobile parking ratio by approximately 60% (in excess of 50%) - from 37 spaces to 15 spaces, to serve the proposed new development. [Section 17-10-0102-B; Section 17-13-1003-EE]

In a further effort to mitigate congestion in and/or incidental obstruction of the shared Public Alley servicing the subject property and the other properties that comprise this block of Irving Park Road, as well as several residential properties with frontages on Seeley Avenue and Hoyne Avenue (south), the Applicant is also seeking a Variation to eliminate the one (1) required off-street loading berth for the proposed new development. [Section 17-10-1101 and Section 17-13-1101-D] Alternative accommodations for deliveries and residential moves will be adapted within the ground floor garage of the new building, pursuant to diligent scheduling and leasing with the Applicant's Management Team.

(D) Setbacks:

a. Front Setback: 0 foot-0 inches

b. *Rear Setback: 2 feet-0 inches

c. Side Setbacks:
East: 0 feet-0 inches
West: 0 feet-0 inches

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Setbacks: *CONTINUED*

**In order to conform to the general purpose of the Connected Communities (eTOD) Ordinance and corresponding design guidelines, which such Ordinance promotes larger scale diverse housing developments at and around Transit Served Locations, and in a contemporaneous effort to satisfy the varying demands and limitations expressed by the local community members and stakeholders, the Applicant had to amplify the footprint (floor plates) of the proposed new building to allow for the provision of a diverse mix of "family-sized" residential units, each with recessed open space, while – too, providing secured interior automobile parking for at least 40% of such larger-format units. Such footprint yields a rear setback of 2 feet on the 1st through 4th Floors (with a setback of over 21 feet at the 5th Floor). Therefore, in order to permit the proposal and satisfy the complex, and sometimes conflicting, design guidelines, the Applicant is seeking a Variation to reduce the minimum rear setback for floors containing dwelling units - from 30 feet to 2 feet. [Section 17-3-0405-A and Section 17-13-1101-B.] The proposed rear setback improves the setback condition created by the existing building – which is "zero" and is consistent with the development that comprises the southwest corner of this same intersection, as well as the mixed-use development that comprises the east corner of this block of Irving Park Road. This proposed rear setback condition was also vetted with the community prior to submission of this application for Zoning Map Amendment and was supported by such parties, accordingly.*

(E) Building Height: 57 feet-5 inches (*underside of 5th Floor ceiling*)

(F) Pedestrian Street Façade – Transparency: + 85% (Irving Park Road – North Elevation)
*40% (Seeley Avenue – East Elevation)

The Applicant is seeking an Administrative Adjustment to the Pedestrian Street Building Facade Standards – Transparency, to allow for a reduction in the amount of required transparent window area for the Seeley Avenue facing façade – from 60% to 40%. [Section 17-3-0504-C; Section 17-13-1003-Q] Just under half of the ground floor – at the rear, is occupied by the attached garage (vehicular and bicycle parking for the residents of the new building), which is a "non-commercial use." As such, that same portion of the side elevation - on Seeley Avenue, lacks transparent windows, so that all of the off-street parking for the new development/building is not visible from the right-of-way of such pedestrian street.

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COMPLIANCE WITH SECTION 17-3-0308: Specific Criteria for Transit-Served Locations

In all B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance must satisfy all of the following specific criteria:

1. **The project complies with the applicable standards of Section 17-10-0102-B.**

The project calls for the construction and occupancy of a new five-story *mixed-use* development at the subject property, which such property qualifies as a *Transit-Served Location* (TSL) due to its proximity to the *Irving Park Brown Line (CTA) Train Station.* The ground floor of the new proposed development will feature 3,048 square feet of *commercial/retail space* – fronting Irving Park Road, along with a *residential lobby* and related *amenity spaces* along and with access off of Seeley Avenue. The programming for the upper (2nd through 5th) floors of the new development calls for the establishment of a diverse mix of thirty-seven (37) *dwelling units* of varying typology. Rounding out the ground floor is an attached garage that will accommodate interior parking for fifteen (15) automobiles and storage for at least thirty-seven (37) bicycles, access to which will be through the shared Public Alley running along the south end of the site. Such proposed parking accommodations represents just about a 60% *reduction* in the otherwise minimum required one-to-one automobile parking ratio for *residential uses*, and which such reduction is encouraged and allowed pursuant to Sections 17-3-0308 and 17-10-0102-B(1) of the current *Zoning Ordinance*. The *Bike Storage Room* will be for the exclusive use of the residents of the building for their personal bicycles and scooters. Additional bicycle racks are also located on the public way(s) (sidewalk) in front of and surrounding the subject site. Toward all of these very same ends, pursuant to the *2021 Affordable Requirements Ordinance (ARO)*, the Applicant is required to designate at least 20% of the total number of *dwelling units* for the proposed development as "affordable" – which equates to 7 of the 37 proposed new dwelling units being designated as *affordable units*. The programming for this particular project calls for ALL seven (7) of the required *affordable units* to be located onsite, evenly represented and dispersed throughout the proposed development, at the subject property.

2. **The project complies with the standards and regulations of Section 17-3-0504, (except paragraph H if the project is not located along a *pedestrian street*), pertaining to *pedestrian streets* and pedestrian retail streets, even if the project is not located along a *pedestrian street* or a pedestrian retail street.**

The design for the proposed *mixed-use* development establishes the entirety (*+/- 100 feet*) of the *commercial/retail* street-facing façade along the front property line, directly abutting the sidewalk, with the pedestrian entrance to the *storefront* at the hard (northwest) corner of site, where Irving Park meets Seeley Avenue. There will be a secondary pedestrian entrance serving only the *residential* areas of the building located off of Seeley Avenue, the entire frontage of which building façade also abuts the sidewalk, but/for the entrance that is recessed slightly to provide a more private entryway for residents and their guests. Such pedestrian entrances - for both the commercial *space* and the *residential spaces,* do NOT exceed12 feet of the width of the respective corresponding façades, and – too, do NOT exceed one-story in height.

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In addition to these general features, the design calls for a minimum of 60% of the primary street facing façade on Irving Park Road to be comprised of *transparent non-reflective windows* and/or *doors. The Applicant is seeking an Administrative Adjustment to the Pedestrian Street Building Facade Standards – Transparency, to allow for a reduction in the amount of required transparent window area for the Seeley Avenue facing façade – from 60% to 40%. [Section 17-3-0504-C; Section 17-13-1003-Q] Just under half of the ground floor – at the rear, is occupied by the attached garage (vehicular and bicycle parking for the residents of the new building), which is a "non-commercial use." As such, that same portion of the side elevation - on Seeley Avenue, lacks transparent windows, so that all of the off-street parking for the new development/building is not visible from the right-of-way of such pedestrian street.*

Lastly, yet relatedly, all of the required off-street *parking* will be located wholly within the four-corners of the 1st Floor of the proposed building (*garage*) – at the rear (off the Public Alley), so to NOT be visible from Irving Park Road Avenue or Seeley Avenue (*public ways*), while – too, vehicular access to such parking will be accommodated via the Public Alley, that runs along the "rear" (south side) of the site, which is the primary means of vehicular access for the other existing improvements with their primary frontage on Irving Park and some secondary access for residences that have their frontages on Seeley Avenue and Hoyne Avenue (to the south). Along these same lines, even more meaningfully furthering the *eTOD Guidelines,* by and through the corresponding programming, the Applicant will be closing/eliminating two existing curb-cuts that have been providing vehicular access to the site for several decades – one curb-cut on Irving Park and one curb-cut on Seeley Avenue. In doing so, the Applicant will be restoring the pedestrian way at these points, and – too, adding new street parking back into the community.

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 *Transit Friendly Development Guide* defines 'transit friendly development' as *[d]evelopment which is oriented towards and integrated with adjacent transit.* By way of relevant example, the proposed new development incorporates pedestrian accessibility and connectivity just over 1,400 linear feet from the entrance to the *Irving Park Brown Line CTA Train Station* and directly on one of the City's most exploited *CTA Bus Routes*, the future plans for which such traditionally automobile-intensive thoroughfare calls for the inclusion of a fully designated and functioning "protected bicycle lane" by and through the Chicago Department of Transportation (CDOT). The proposed mixed-use development will also be activating 100 feet of significant, presently and perpetually dormant, street frontage along Irving Park Road and an additional almost 125 feet of frontage along Seeley Avenue, which two public ways serve as the predominant transition/pedestrian connection between the lower-density family-oriented *residential neighborhoods* surrounding the subject property and the many *retail-commercial-hospitality* establishments that comprise this stretch of Irving Park Road moving east to the vital *Six-Corners Retail Corridor* - with the potential for a new locally-owned *businesses* (with special accommodations for a *restaurant* – i.e., black iron) that will be intended to service the *residents* of the immediate community and patrons of the same.

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Along these same lines, the new proposed improvements are situated just steps from the *Six Corners Commercial Corridor* that demarks the heart of the neighborhood's most robust *retail* and *hospitality* area, which extends for at least five blocks to the north and south and connects to the same such corridor at and along Lincoln Avenue and Damen Avenue, while – too, providing an immediate connection to the other nearby communities via a short bus or train ride, or – weather pending, via bicycle (personal or with multiple *Divvy Bicycle Stations* along the way).

4. ***Residential building*** **projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE.**

The project calls for the establishment and occupancy of a new *mixed-use* development that will contain a total of thirty-seven (37) *dwelling units* and off-street accessory parking for fifteen (15) vehicles, which represents just about a 40% *Automobile-to-Unit Parking Ratio*, as mandated and encouraged by the current *Zoning Ordinance* [Sections 17-3-0308;17-10-0102-B].

5. **The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.**

In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, while still balancing the express interests and demands of the existing residents of the community, the proposed new development will provide one (1) designated off-street *parking* space for every 2.5 *dwelling units,* with priority being offered to tenants of the larger (*two-bedroom* and *three-bedroom*) units in the building, on a first come basis, and additional conscientious consideration being given to the diverse mix of unit types for this development, which include several one-bedroom units and seven (7) *affordable* units, the intended beneficiaries/tenants for which will likely not have a personal automobile. These fundamental conditions should (and have been shown to) inherently dissuade residents who require and/or rely on individual automobile ownership from leasing a unit within the proposed new building, thereby attracting those residents who desire to rely on public and/or non-vehicular (carbon-neutral) forms of transit. As well, the proposed development includes a sizeable *Bike Storage Room* within the ground floor that can accommodate secure interior parking for at least thirty-seven (37) bicycles and/or scooters. Beyond these onsite accommodations, there are additional bicycle racks located on the sidewalk in front of and surrounding the subject site and the Applicant is committed to working with the local Alderman and representatives from the CTA and CDOT, toward providing additional public bicycle racks and/or *Divvy Stations*, should such improvements be desired. In further effort to promote more reliance on the City's bountiful public transit, the Applicant is also committed to working with the local Alderman and the CTA toward installing electronic CTA trackers within the common areas of the development, to allow for more efficient and enjoyable trip planning.

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**Pursuant to the recently ratified City of Chicago – Travel Demand Study & Management Plan (TDM), the Applicant will submit the corresponding Site Plan and Project Narrative to the Chicago Department of Transportation (CDOT) Plan Review Committee for a (Tier 1) determination as to any additional requirements that may be deemed necessary to ensure compliance with all such standards and guidelines.*

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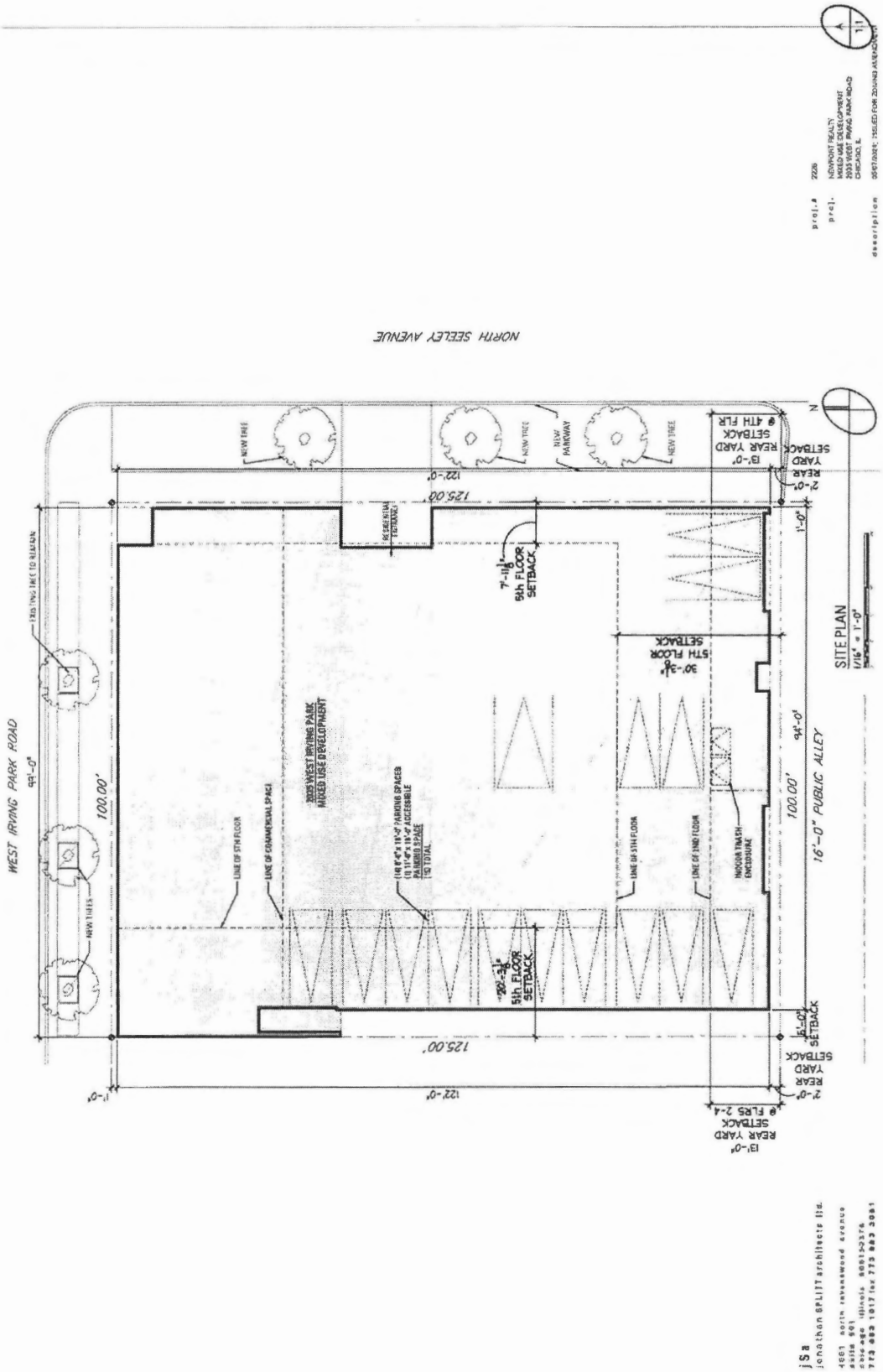

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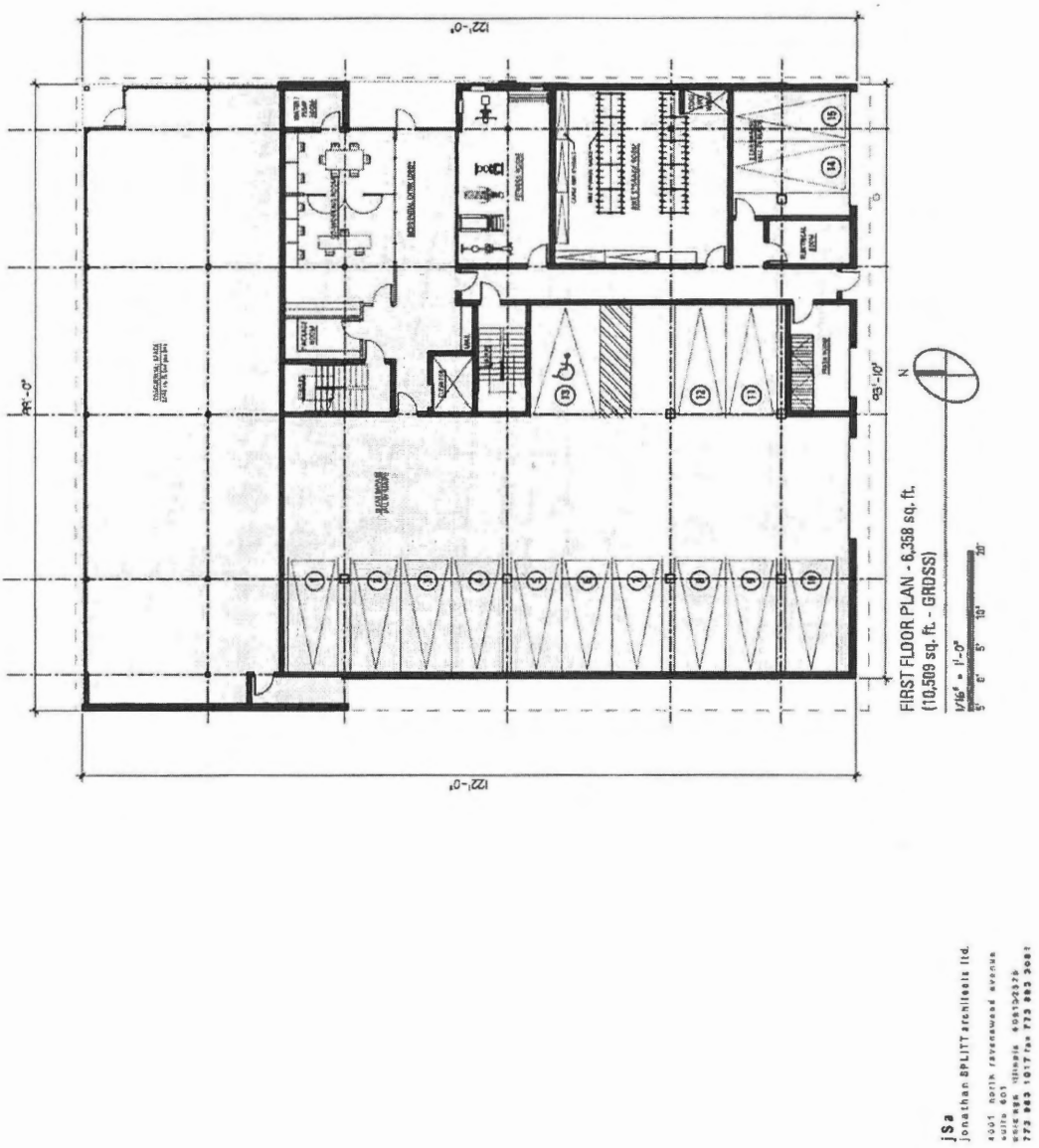

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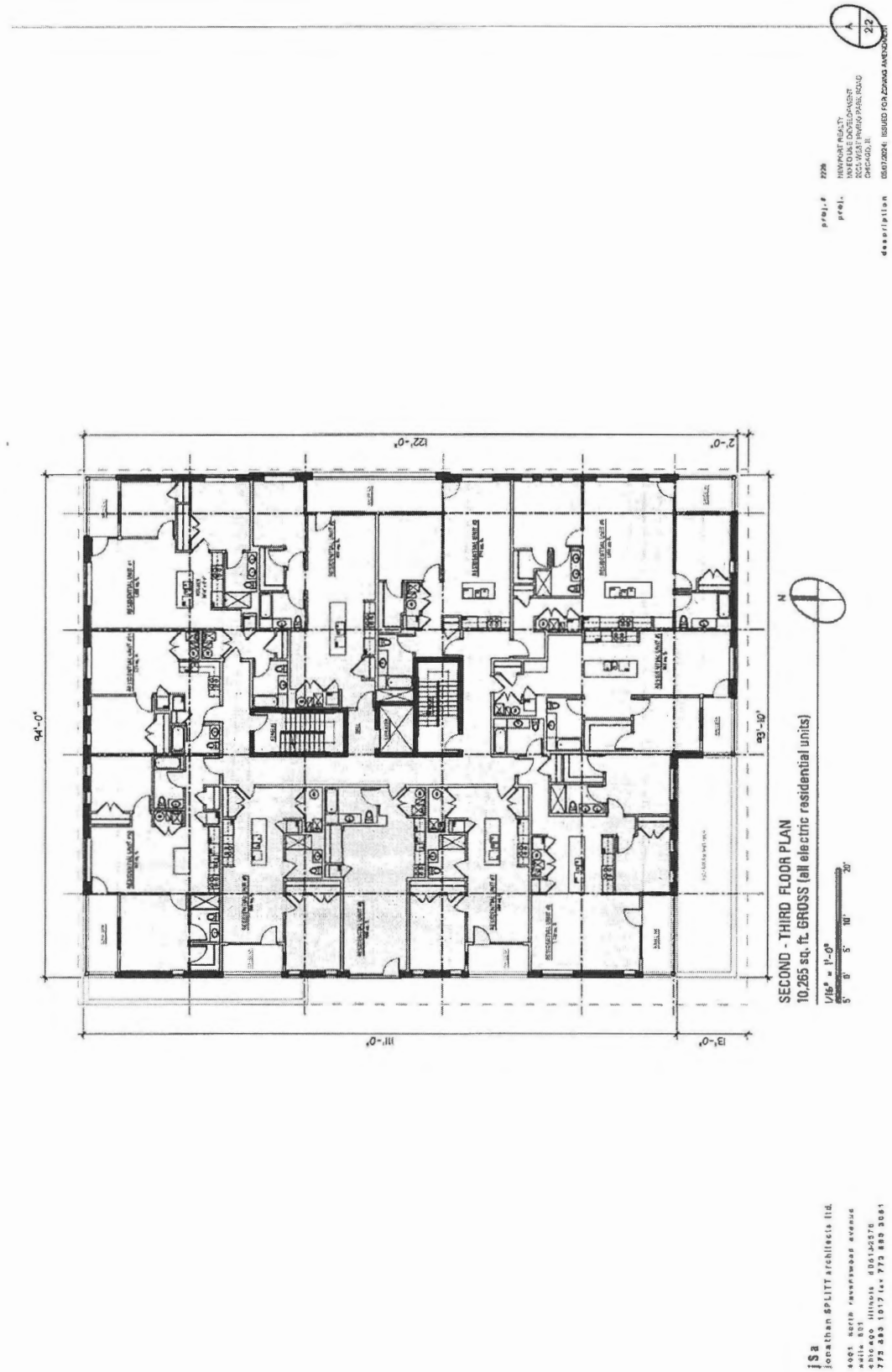

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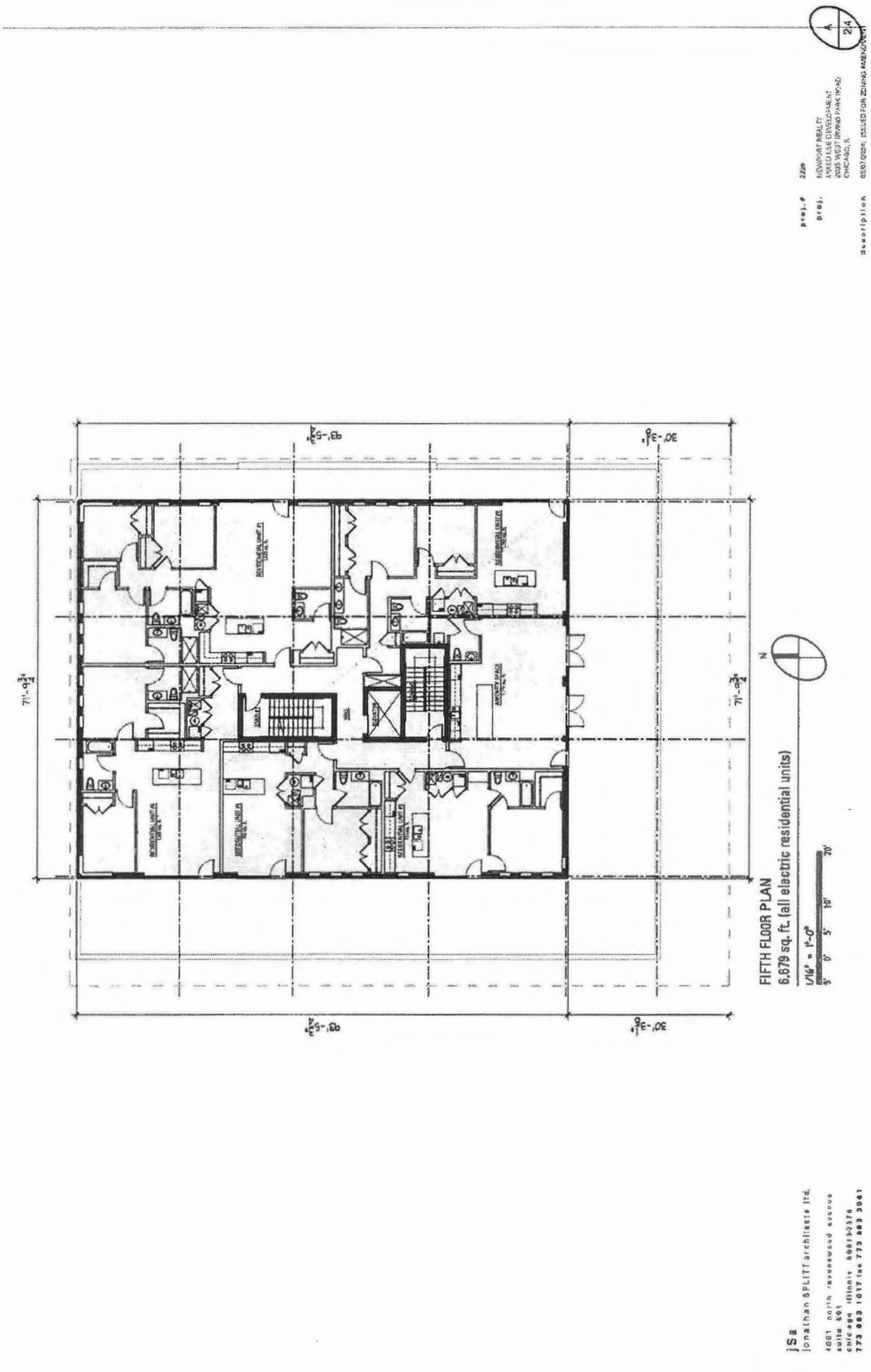

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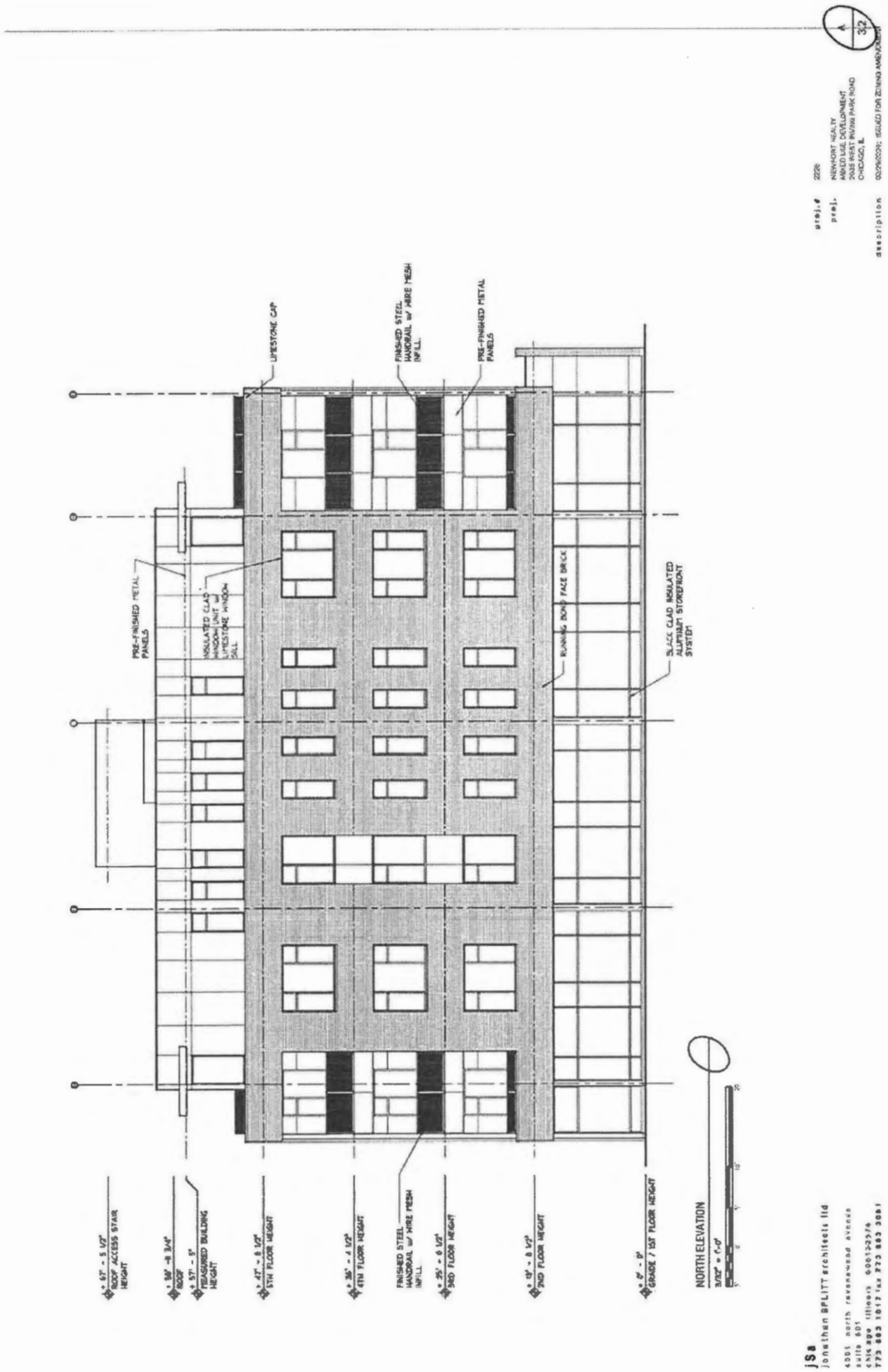

proj.# 2226
proj. HEIGHT REALTY
MIXED USE DEVELOPMENT
2055 WEST IRVING PARK ROAD
CHICAGO, IL
description 02/29/2024: ISSUED FOR ZONING AMENDMENT

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suite 201 illinois 60613-2575
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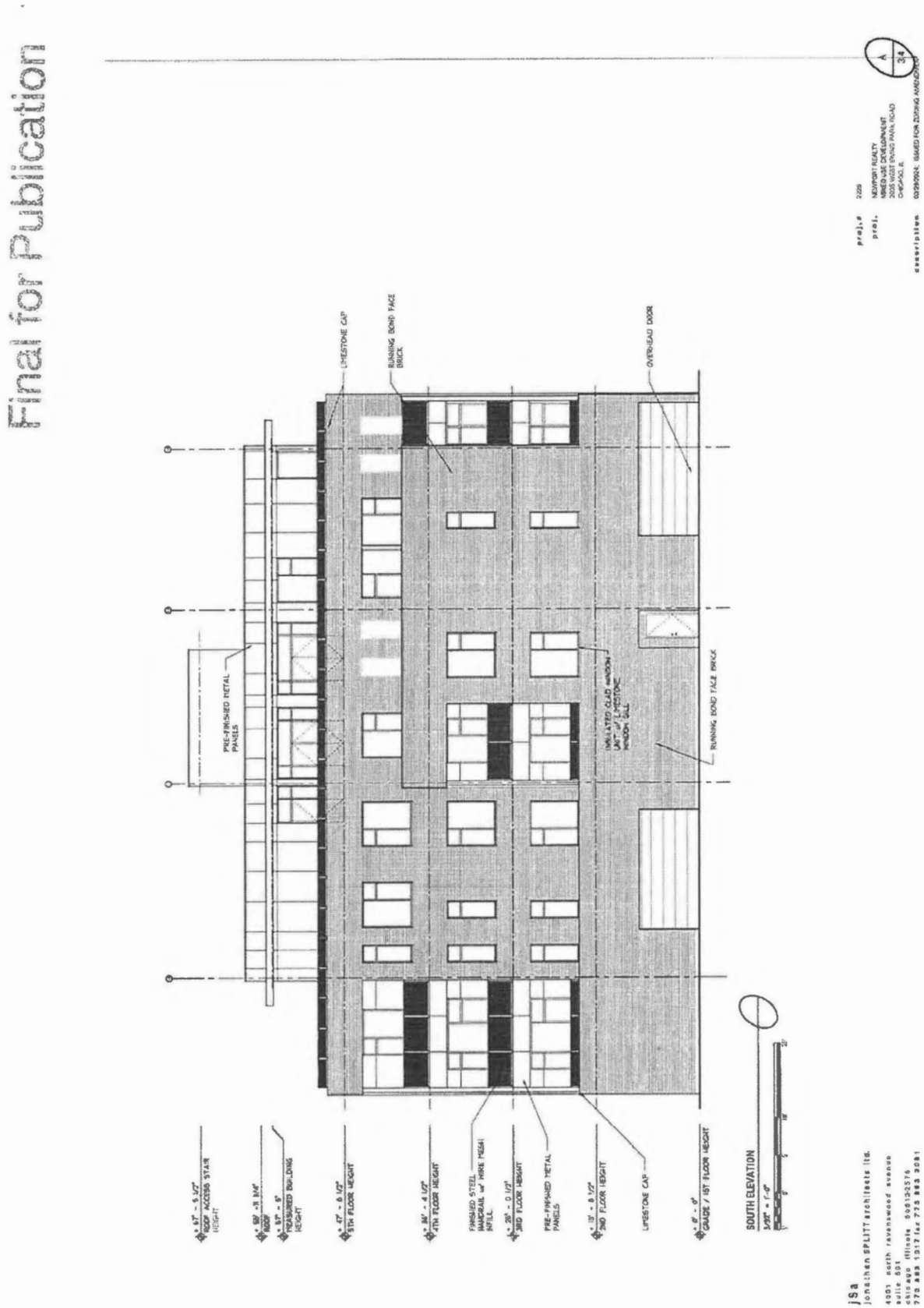
773 883 1015 fax 773 883 0081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LIMESTONE CAP
RUNNING BOND FACE BRICK
OVERHEAD DOOR
PRE-FINISHED METAL PANELS
INSULATED CLAD WINDOW UNIT w/ LIMESTONE WINDOW SILL
RUNNING BOND FACE BRICK
FINISHED STEEL HANDRAIL w/ WIRE MESH INFILL
PRE-FINISHED METAL PANELS
LIMESTONE CAP
SOUTH ELEVATION
jsa
jonathan SPLITT architects ltd.

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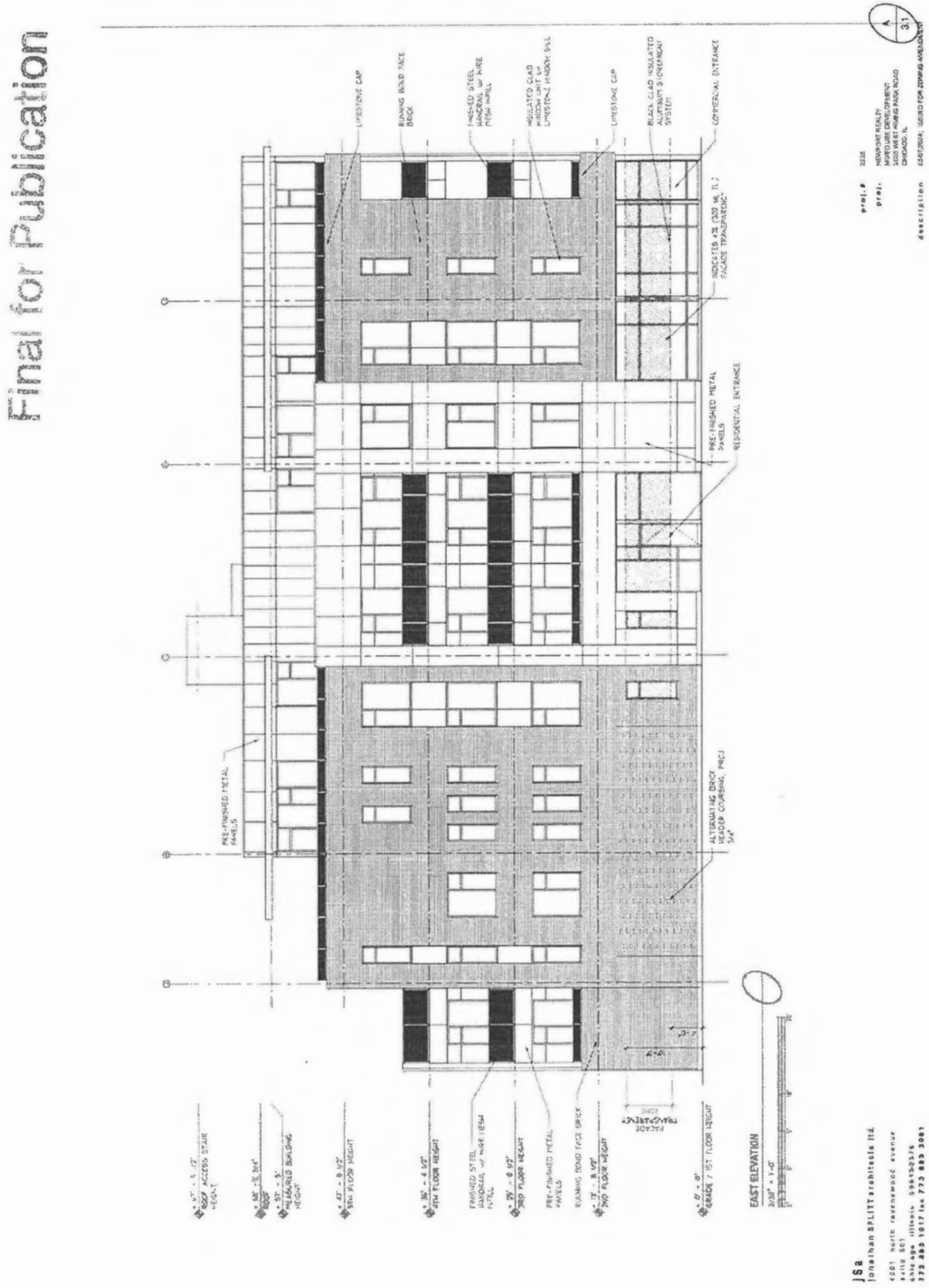

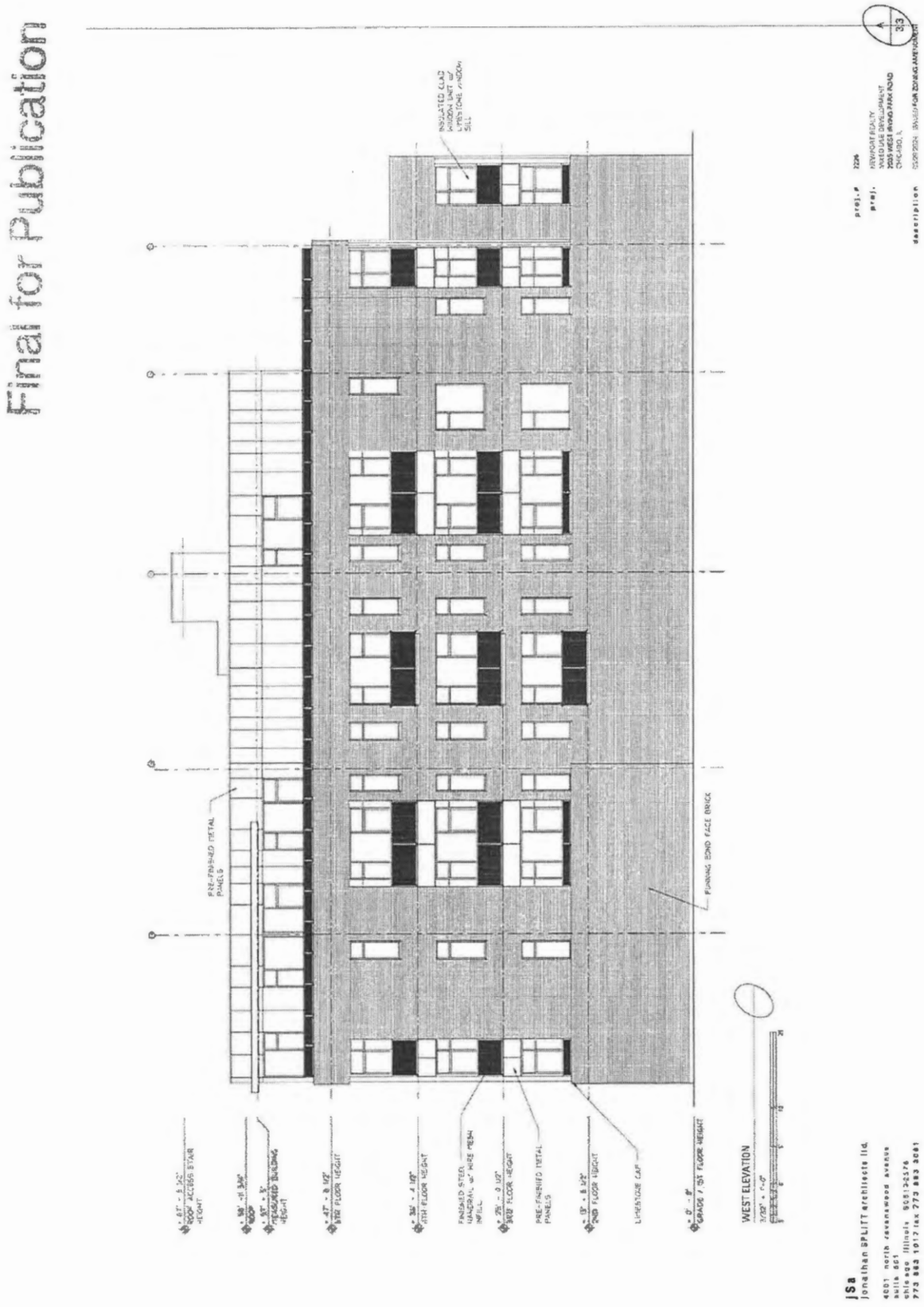
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INSULATED CLAD WINDOW UNIT w/ LIMESTONE WINDOW SILL
PRE-FINISHED METAL PANELS
FURRING BOND FACE BRICK
WEST ELEVATION
proj.# 2226
proj. NEWPORT REALTY
MIXED USE DEVELOPMENT
2005 WEST IRVING PARK ROAD
CHICAGO, IL
description
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chicago illinois 60613-2576
773 883 1017 fax 773 883 3081

Final for Publication



Reclassification Of Area Shown On Map No. 10-E.
(Application No. 22436T1)
(Common Address: 4023 -- 4027 S. Vincennes Ave.)
[O2024-0009015]

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 10-E in the area bounded by:

a line from a point 128.0 feet north of East 41st Street, as measured along the east right-of-way line of South Vincennes Avenue and perpendicular thereto; the alley next east of and parallel to South Vincennes Avenue; a line 78.0 feet north of East 41st Street, as measured along the east right-of-way line of South Vincennes Avenue and perpendicular thereto; and South Vincennes 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; Proposed First, Second and Third Unit Floor Plans; Wall Section; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12445 through 12448 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

ZONING NARRATIVE AND PLANS
TYPE-1 MAP AMENDMENT AT
4023-27 South Vincennes Avenue
From RT-4 to RM-5

The applicant, Mr. Jaroslaw Madry, is seeking approval of a Type-1 Map Amendment from RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to that of a RM-5 Residential Multi-Unit District in order to allow the subdivision of the 50.0 ft. lot into two 25.0 ft. zoning lots in order to construct a new 4,515.0 sq. ft. three-story, three dwelling-unit residential building with a proposed building height is 30.2 feet and three off-street parking spaces located at the rear of the property on lot# 11 and to continue use of the adjacent existing 3-story, 3-dwelling unit w/ basement and 3 off-street parking spaces at the rear of the property located at 4023 S. Vincennes Ave with a building height of 37'4".

Proposed Building:	Existing Building:
Lot Area: 3,250.0 sq. ft.	Lot Area: 3,250.0 sq. ft.
Floor Area Ratio: Proposed 1.44	Floor Area Ratio: Existing 1.3
Building Size: 4,515.0 sq. ft.	Building Size: 4,983.0 sq. ft. (including basement: 1,245.75 sq. ft.)
Density: 3 dwelling units X 1,505.0 sq. ft.	Density: 3 dwelling units X 1,245.75
Off-Street Parking Spaces: Three	Off-Street Parking Spaces: Three
Setbacks:	Setbacks:
Front Yard 13.72 feet east	Front Yard 10.0 feet east
Side Yard 3.0 feet north	Side Yard 0.0 feet north
Side Yard 2.0 feet south	Side Yard 0.0 feet south
Rear Yard 41.0 feet west	Rear Yard 30.3 feet west
Rear Yard Open Space: 218.0 sq. ft.	Rear Yard Open Space: 408.0 sq. ft.
Building Height: 30.02 ft.	Building Height: 37'4" ft. with basement

*Seeking Type-1 Section 17-13-0303-D Optional Administrative Adjustment and Variation to reduce the required 2.5 ft. to 0.0 ft. south side setback.

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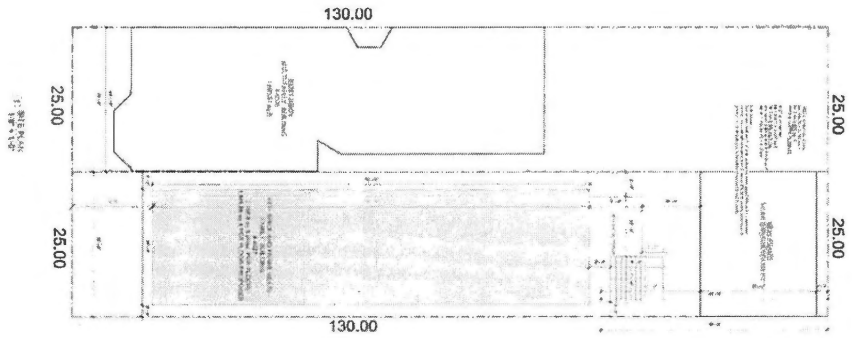

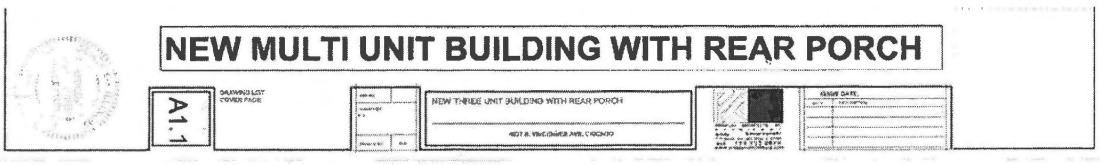

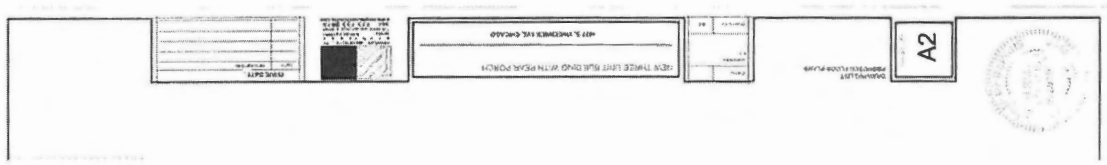

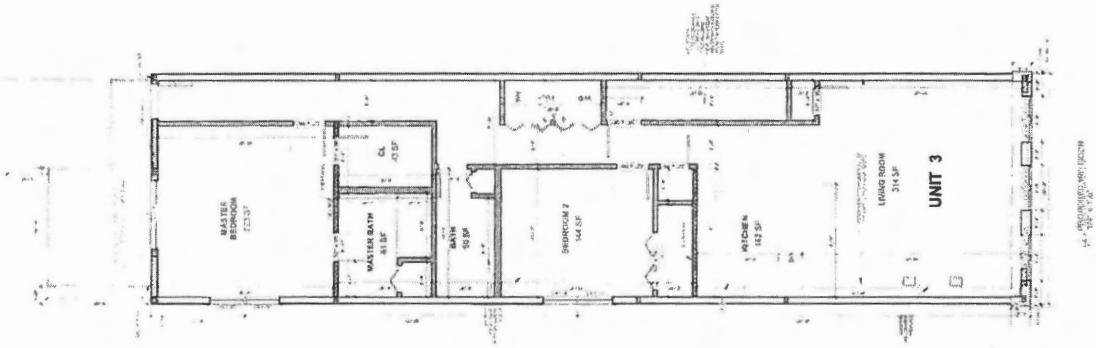

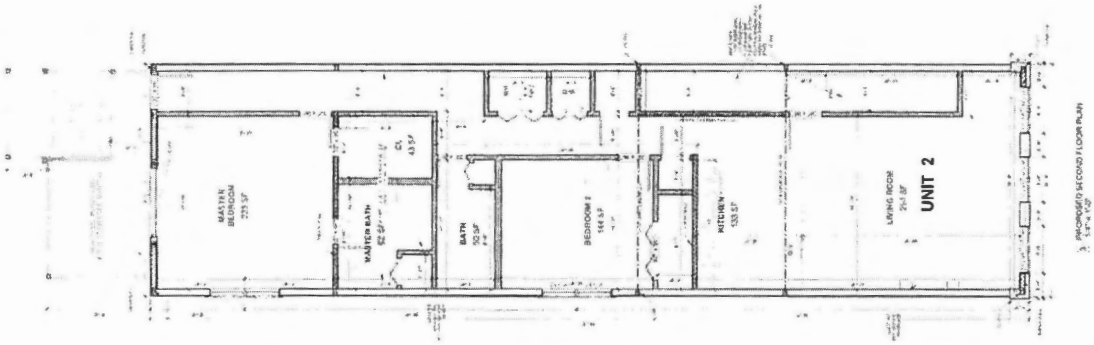

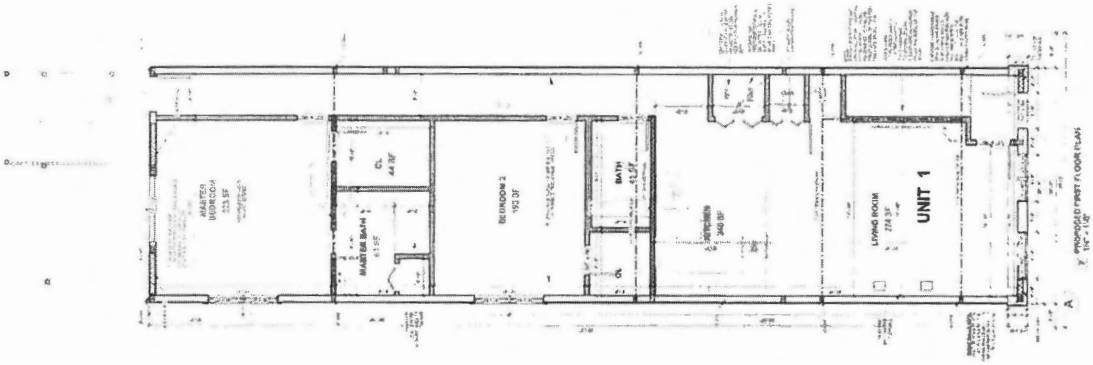

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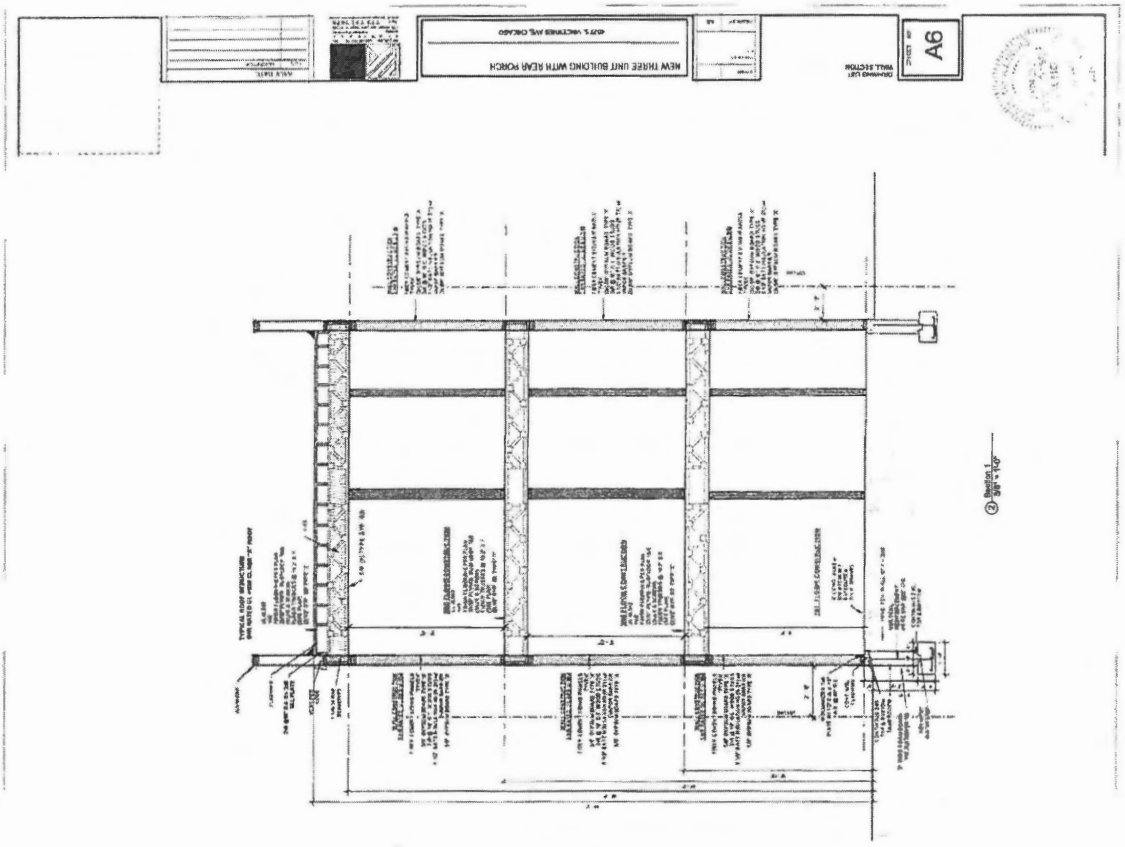

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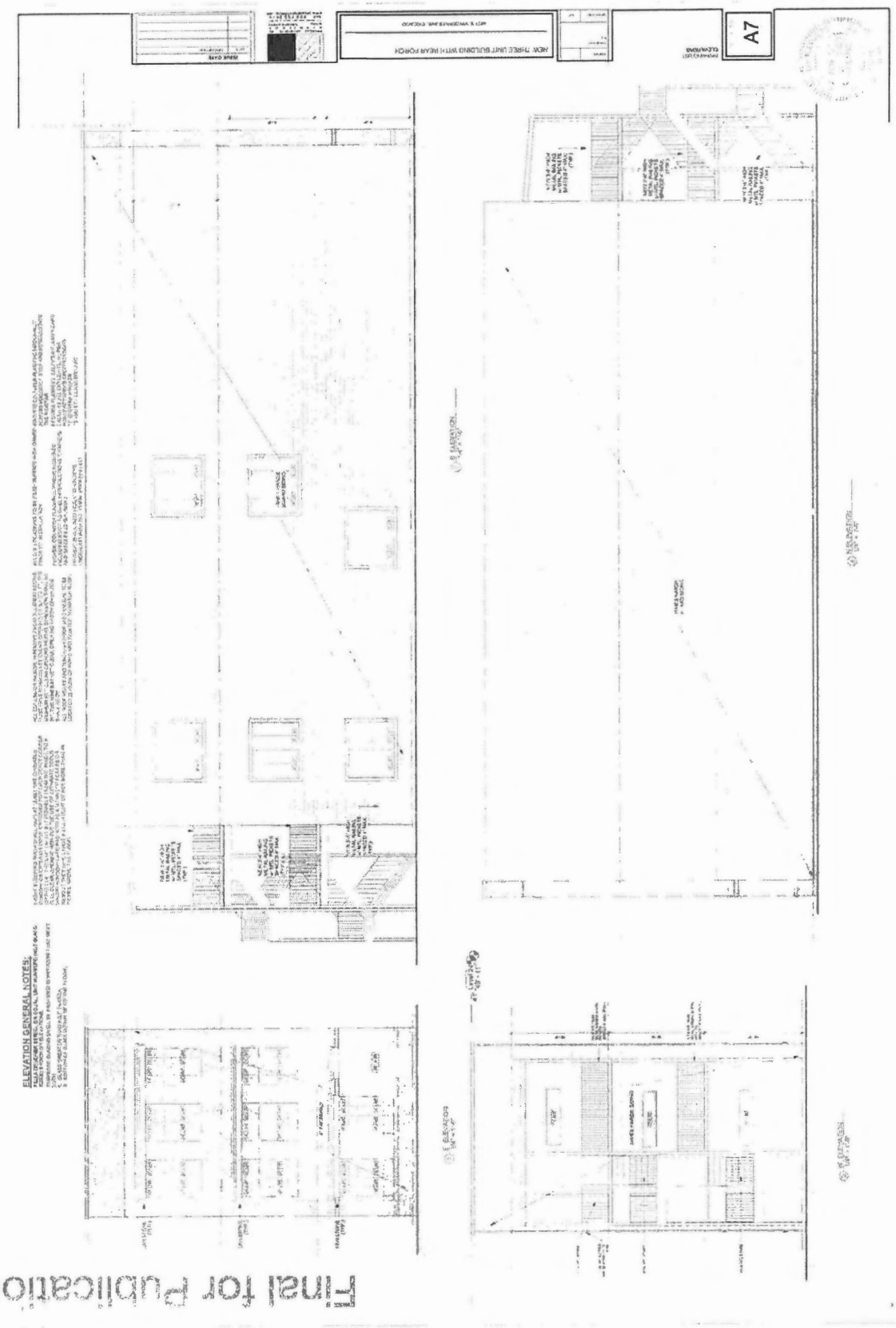
A7
ELEVATION GENERAL NOTES:
Final for Publication

Reclassification Of Area Shown On Map No. 11-I.
(As Amended)
(Application No. 22435T1)
(Common Address: 4456 -- 4458 N. Western Ave.)
[SO2024-0009014]

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 C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 11-I in the area bounded by:

West Sunnyside Avenue; North Western Avenue; a line 49.60 feet south of and parallel to West Sunnyside Avenue; and the alley next west of and parallel to North Western Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Ground, 2nd, 3rd, 4th and 5th Floor Plans; Roof Plan; West Western Street and Sunnyside Street Elevations; South Building Elevations; and Wall Section attached to this ordinance printed on pages 12456 through 12466 of this *Journal*.]

Type 1 Narrative Rezoning Analysis and Specific Criteria for Transit-Served Locations attached to this ordinance read as follows:

Ready for Publication

17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment - SUBSTITUTE
4456-4458 North Western Avenue, Chicago, Illinois

Proposed Zoning: B3-3 Community Shopping District

Lot Area: 5,356.80 square feet

Proposed Land Use: The Applicant is seeking an elective *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 construction and occupancy of a new five-story eight-unit *mixed-use* building, with onsite accessory parking for eight automobiles, at the subject property. The programming for the proposed new development calls for the establishment of a single *commercial unit* (1,093 square feet) on the ground floor – fronting Western Avenue and wrapping along the Sunnyside Avenue corner, thereby activating both public ways. The 2nd through 5th Floors of the proposed new building will feature a total of eight (8) *dwelling units* – two units, stacked side by side, per floor. There will be interior parking for a total of eight (8) automobiles and at least (8) eight bicycles situated within the rear of the ground floor, with access directly off of the Public Alley. The new proposed improvements will be masonry in construction, with the building measuring 54 feet-10 inches in height.

(A) The Project's Floor Area Ratio: 16,057 square feet (Total) (3.0 FAR)
*1,093 square feet (Ground Floor Commercial)

*The Applicant is seeking an *Administrative Adjustment* to reduce the minimum required ground-floor *commercial floor area* by approximately 19% - from 1,339 square feet to 1,093 square feet, pursuant to Sections 17-3-0305-A and 17-13-1003-X of the Zoning Ordinance. Such reduction is necessary in order to allow for the provision of highly demanded moderately-sized (i.e., "affordable") *commercial space* with maximum street exposure, which is intended to be occupied by a small local business that will service the residents of the immediate area, as well as families that attend the nearby schools and public park, while still too allowing for the provision of one-to-one secured (garage/interior) vehicular parking for each of the new large format (family-oriented) dwelling units, on this significantly *substandard-depth* site. Such modest reduction will not have any adverse impact on the health, safety or welfare of the general public and adjacent property owners. To the contrary, the *commercial unit* as designed and proposed was widely supported by the community and residents in the area, as a "benefit" to public safety and welfare, by activating the ground floor of this vital corner property with a locally owned and operated business intended to directly serve the immediate neighborhood.

(B) The Project's Density (Lot Area Per Dwelling Unit): 8 dwelling units (669.6 square feet per dwelling unit)

(C) The amount of off-street parking: *8 total automobile spaces; 8 bicycle spaces

*The Applicant is seeking an *Administrative Adjustment* to increase the *Minimum Automobile Parking Ratio* for this *Transit-Served Location (TSL),* from four parking spaces (50%) to eight parking spaces (100%), so that the residents of each of the proposed three-bedroom "market-rate" *dwelling units* will have secured parking for their own personal vehicle, pursuant to Sections 17-3-0308(4) and 17-13-1003-EE of the Zoning Ordinance. Based on market demand and community feedback, the proposed new large format ('family-oriented') units will be offered for-sale as "condominiums." The market data for this neighborhood clearly shows that all owner-occupied units of this size/format are deeded at least one off-street parking space and similar units without such accommodations are unviable.

(D) Setbacks: a. Front Setback: 0 foot-4 inches

b. *Rear Setback: 24 feet-4 inches

*The Applicant is seeking an *Administrative Adjustment* to reduce the required *rear setback* for *residential* use by not more than 50% - from 30 feet to 24 feet-4 inches, pursuant to Section 17-13-1003-I of the Zoning Ordinance. The proposed 20% (*5 feet-8 inches*) reduction of the required *rear setback* is necessary to overcome the significantly *substandard lot depth* plaguing the subject site, which such menacing topographic condition (*hardship*) prevents the Applicant from constructing a strictly code-compliant multi-unit *residential* building that features functional and 'standard' sized floor plates. The Applicant designed the proposed new multi-family building with considerable deference to the immediately adjacent improvements, and – too, drawing inspiration from the character and functionality of the other buildings that comprise the subject block, almost all of which such other buildings enjoying similar reduced *rear yard depths.* *[*The footprints of ALL - but one of the buildings that comprise the subject block of Western Avenue - west side, occupy the entire depth of their respective site – i.e., ZERO rear setback.*]

c. Side Setbacks:
North: 0 feet-1 3/16 inches
South: 0 feet-0 inches

(E) Building Height: 54 feet-10 inches (*underside of roof truss*)

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(F) Pedestrian Street Façade – Transparency: 227 square feet (83% - Western Avenue)
*250 square feet (39% - Sunnyside Avenue)

The Applicant is seeking an Administrative Adjustment to the Pedestrian Street Building Facade Standards – Transparency, to allow for a reduction in the minimum amount of required transparent window area for the Sunnyside Avenue facing façade – from 380.4 square feet (60%) to 250.4 square feet (39%). [Section 17-3-0504-C; Section 17-13-1003-Q] Just under half of the ground floor – at the rear, is occupied by the attached garage (vehicular and bicycle parking for the residents of the new building), which is a "non-commercial use." As such, that same portion of the side elevation - on Sunnyside Avenue, lacks large (floor-to-ceiling) transparent windows, so that all of the off-street parking for the new development/building is not visible from the right-of-way of such pedestrian street.

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COMPLIANCE WITH SECTION 17-3-0308: Specific Criteria for Transit-Served Locations

In all B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance must satisfy all of the following specific criteria:

1. **The project complies with the applicable standards of Section 17-10-0102-B.**

The project calls for the construction and occupancy of a new five-story *mixed-use* development at the subject property, which such property qualifies as a *Transit-Served Location* (TSL) due to its proximity to the *Western Avenue Metra Station.* The ground floor of the new proposed development will feature a single *commercial unit* (1,093 square feet), occupying the entirety of the Western Avenue façade and wrapping along the Sunnyside Avenue corner, so to fully activate both street-facing frontages with a new local business intended to directly serve the residents and occupants of the immediate neighborhood. The programming for the upper (2nd through 5th) floors of the new development calls for the establishment of eight (8) new three-bedroom *dwelling units* – two units, stacked side by side, per floor, maintaining meaningful around-the-clock activation of this vital corner, which serves as a seamless transition from bustling Western Avenue to the lower density *residential* properties lining Sunnyside and the abutting non-commercial streets. Rounding out the ground floor is an attached garage that will accommodate interior parking for eight (8) automobiles and storage for at least eight (8) bicycles and scooters, access to which will be through the shared Public Alley running along the south end of the site. Such proposed parking accommodations represent a one-to-one ratio of parking per dwelling unit, so that the residents of each of the proposed three-bedroom "family-oriented" residences will have secured parking for their own personal/family vehicle. The *Bike Storage Room* will be for the exclusive use of the residents of the building for their personal bicycles (including cargo-bikes), scooters, strollers and wagons. Additional bicycle racks are also located on the public way(s) (sidewalk) in front of and surrounding the subject site. Toward all of these very same ends, ALL eight (8) of the off-street parking spaces will be supported by electric vehicle supply equipment (EVSE), in an effort to further reduce the carbon footprint of the new development, while allowing families the security of having one personal vehicle. The roof of the new building will also feature over 800 square feet of "green elements" (including green turf tiles).

2. **The project complies with the standards and regulations of Section 17-3-0504, (except paragraph H if the project is not located along a *pedestrian street*), pertaining to *pedestrian streets* and pedestrian retail streets, even if the project is not located along a *pedestrian street* or a pedestrian retail street.**

The design for the proposed *mixed-use* development establishes full time activation of the entirety (*+/- 49 feet*) of the *commercial/retail* street-facing façade along the front property line (Western Avenue) and an additional +/- 25 feet of street-facing frontage along the north side (Sunnyside Avenue), directly abutting the sidewalk, with the primary pedestrian entrance to the *commercial unit* directly off of the sidewalk on Western Avenue holding the hard (northwest) corner of the site, where Western Avenue meets Sunnyside Avenue.

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The primary pedestrian entrance for the upper floor *residential* areas of the building is located off of Sunnyside Avenue, just to the west of the *commercial* storefront, with secondary access to the garage and *residential* units through the walkway along the south elevation. All Such pedestrian entrances - for both the *commercial* and the *residential* spaces, do NOT exceed 12 feet of the width of the respective corresponding façades, and – too, do NOT exceed one-story in height. In addition to these general features, the design calls for 83% or 227 square feet (over 60% - 165 square feet) of the Western Avenue street-facing façade to be comprised of *transparent* non-reflective windows and/or doors, while the Applicant is seeking an *Administrative Adjustment* for a modest reduction in the 60% *transparency* requirement for the Sunnyside Avenue street-facing façade – from 380.4 square feet (60%) to 250.4 square feet (39%), so to allow for the introduction of some traditional masonry and stone architectural elements and double-hung windows, which were specifically desired and requested by the community to preserve the unique character of this segment of Western & Sunnyside Avenue, which is directly across the street from *Welles Public Park and Recreational Facility* and which melds the varying mix of *residential* uses that define this part of the neighborhood. while also ensuring that all of the off-street parking for the new development/building is not visible from the right-of-way of such *pedestrian street*. [*The former auto repair facility that once occupied this property was over 90% masonry on BOTH street-facing facades - Western Avenue and Sunnyside Avenue.*] Lastly, yet relatedly, all of the required off-street *parking* will be located wholly within the four-corners of the 1st Floor of the proposed building (*garage*) – at the rear (off the Public Alley), so to NOT be visible from Western Avenue or Sunnyside Avenue (*public ways*). Vehicular access to such parking will be accommodated via the Public Alley that runs along the "rear" (south side) of the site.

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 *Transit Friendly Development Guide* defines 'transit friendly development' as *[d]evelopment which is oriented towards and integrated with adjacent transit*. By way of relevant example, the proposed new development incorporates pedestrian accessibility and connectivity just over 1,100 linear feet from the entrance to the *Western Avenue Metra Station* and directly on one of the City's most exploited *CTA Bus Routes*, the future plans for which such traditionally automobile-intensive thoroughfare calls for the inclusion of a fully designated and functioning "protected bicycle lane" by and through the Chicago Department of Transportation (CDOT). [*Western Avenue Corridor Study*] The proposed mixed-use development will also be activating almost 50 feet of significant, presently and perpetually dormant, street frontage along Western Avenue and an additional over 108 feet of frontage along Sunnyside Avenue, directly across the street from the community's most patronized public parks and recreational facilities – *Welles Park*, that provides after-school and summertime activities and enrichment to the plentitude of families and residents that comprise this close-knit neighborhood. With these same intentions in mind, the proposed *commercial unit* was the result of many months of collaboration with the Alderman and community liaisons, toward providing an opportunity for a local entrepreneur/business to affordably maintain roots in the community, while serving the many residents that similarly call this neighborhood "home." Accordingly, this *commercial unit* is intended to draw predominantly from pedestrian and bicycle traffic already in the neighborhood.

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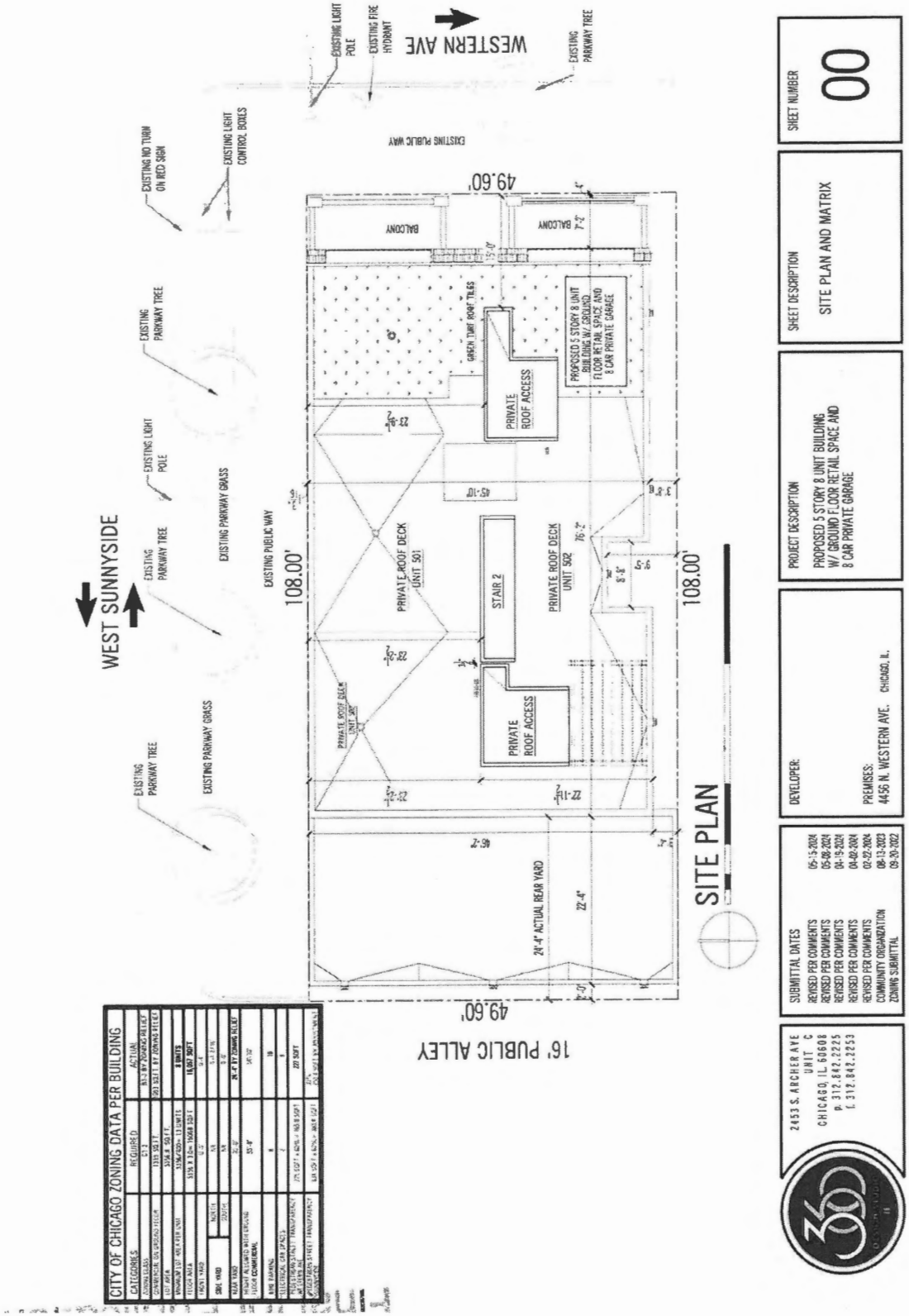
4. ***Residential building*** **projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE.**

The Applicant is seeking an *Administrative Adjustment* to increase the *Minimum Automobile Parking Ratio* for this *Transit-Served Location (TSL),* from four parking spaces (50%) to eight parking spaces (100%), so that the residents of each of the proposed three-bedroom "family-oriented" *dwelling units* will have secured parking for their own personal vehicle, pursuant to Sections 17-3-0308(4) and 17-13-1003-EE of the Zoning Ordinance. Based on market demand and community feedback, the proposed new large format units will be offered for-sale as "condominiums." The market data for this neighborhood clearly shows that all owner-occupied units of this size and format are deeded at least one (1) off-street parking space and similar units without such accommodations are commercially unviable.

5. **The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.**

In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, while still balancing the express interests and demands of the existing residents of the community, the proposed new development will provide one (1) designated off-street *parking* space for every one (1) three-bedroom 'family-oriented' owner-occupied *dwelling unit*. These fundamental conditions should (and have been shown to) inherently dissuade families who require and/or rely on more than one personal automobile from purchasing a unit within the proposed new building, thereby attracting those residents who desire to rely on public and/or non-vehicular (carbon-neutral) forms of transit, including electric vehicles. Accordingly, ALL eight (8) of the off-street parking spaces will be supported by electric vehicle supply equipment (EVSE), so to accommodate for electric vehicles, in an effort to further reduce the carbon footprint of the new development, while allowing families the security of having one personal vehicle. As well, the proposed development includes a sizeable *Bike Storage Room* within the ground floor that can accommodate secure interior parking for at least eight (8) bicycles (including cargo-bikes), scooters, strollers and wagons, further encouraging the use of non-vehicular modes of transportation. Beyond these onsite accommodations, there are additional bicycle racks located on the sidewalk in front of and surrounding the subject site and the Applicant is committed to working with the local Alderman and representatives from the CTA and CDOT, toward providing additional public bicycle racks and/or *Divvy Stations*, should such improvements be desired. In further effort to promote more reliance on the City's bountiful public transit, the Applicant is also committed to working with the local Alderman and the CTA toward installing electronic CTA trackers within the common areas of the development, to allow for more efficient and enjoyable trip planning.

**Pursuant to the recently ratified City of Chicago – Travel Demand Study & Management Plan (TDM), the Applicant will submit the corresponding Site Plan and Project Narrative to the Chicago Department of Transportation (CDOT) Plan Review Committee for a (Tier 1) determination as to any additional requirements that may be deemed necessary to ensure compliance with all such standards and guidelines.*



CITY OF CHICAGO ZONING DATA PER BUILDING		
CATEGORIES	REQUIRED	ACTUAL
ZONING CLASS	B-3	B3-3 PD# 1 ZONING RELIEF
GROSS LOT AREA	3,333 SQ FT	3,333 SQ FT
MAX FAR	3.0	2.99
MAX BUILDING AREA	9,999 SQ FT	9,960 SQ FT
MAX # OF DWELLING UNITS	8 UNITS	8 UNITS
MAX BUILDING HEIGHT	50 FT	50 FT
FRONT YARD	0 FT	0 FT
REAR YARD	30 FT	24'-4" ZONING RELIEF
SIDE YARD	NONE	0 FT
	2 FT	3 FT
MIN. REQUIRED WIDTH OF FIRST FLOOR COMMERCIAL	30 FT	24'-10"
MIN. PARKING	8	8
MIN. LOADING SPACES	0	0
MIN. BICYCLE PARKING	5% OF 1ST + 10% OF REMAINDER	225 SQFT
MIN. LOADING SPACES	5% OF 1ST + 10% OF REMAINDER	225 SQFT

SUBMITTAL DATES	
REVISED PER COMMENTS	05-15-2024
REVISED PER COMMENTS	05-06-2024
REVISED PER COMMENTS	04-15-2024
REVISED PER COMMENTS	04-02-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	09-30-2022

DEVELOPER:

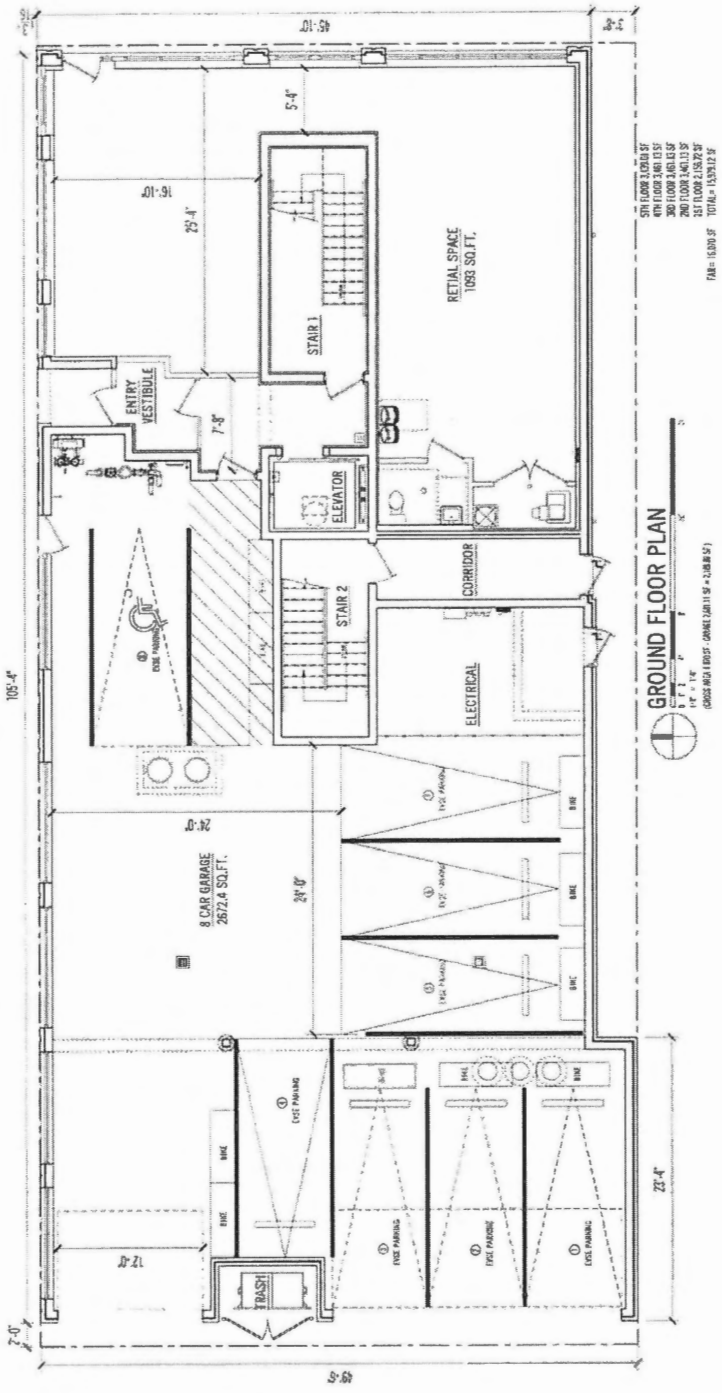
PREMISES:
4456 N. WESTERN AVE. CHICAGO, IL.

PROJECT DESCRIPTION
PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE

SHEET DESCRIPTION
SITE PLAN AND MATRIX

SHEET NUMBER
00

2453 S. ARCHER AVE
UNIT C
CHICAGO, IL 60608
p. 312.842.2225
f. 312.842.2253



2453 S. ARCHER AVE
UNIT C
CHICAGO, IL 60608
a 312.842.2225
t 312.842.2253

SUBMITTAL DATES

REVISED PER COMMENTS	05-15-2024
REVISED PER COMMENTS	05-08-2024
REVISED PER COMMENTS	04-19-2024
REVISED PER COMMENTS	04-02-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	09-20-2022

DEVELOPER:

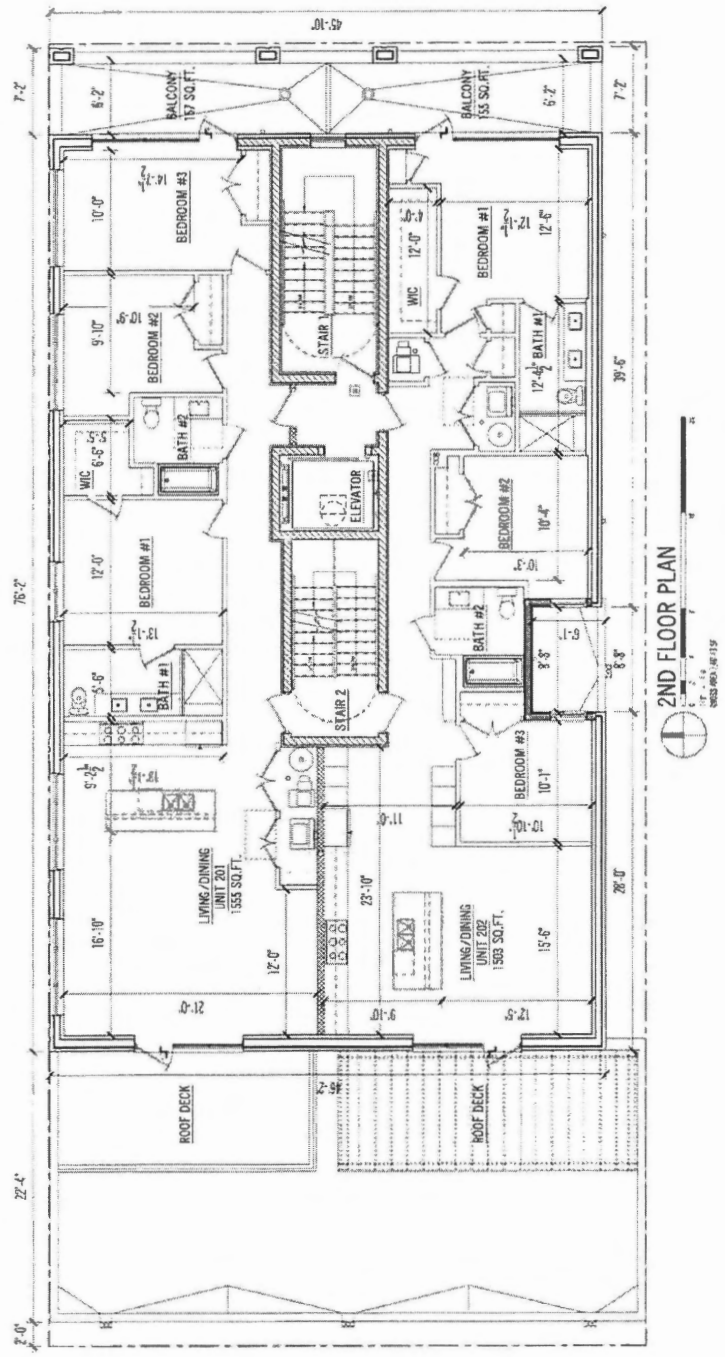
PREMISES:
4456 N. WESTERN AVE. CHICAGO, IL.

PROJECT DESCRIPTION
PROPOSED 5 STORY 8 UNIT BUILDING
W/ GROUND FLOOR RETAIL SPACE AND
8 CAR PRIVATE GARAGE

SHEET DESCRIPTION
GROUND FLOOR PLAN

SHEET NUMBER
01

Final for Publication



2453 S. ARCHER AVE UNIT C
CHICAGO, IL 60608
P. 312.842.2225
F. 312.842.2253

SUBMITTAL DATES	
REVISED PER COMMENTS	05-15-2024
REVISED PER COMMENTS	05-06-2024
REVISED PER COMMENTS	04-19-2024
REVISED PER COMMENTS	04-08-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	05-25-2022

DEVELOPER:

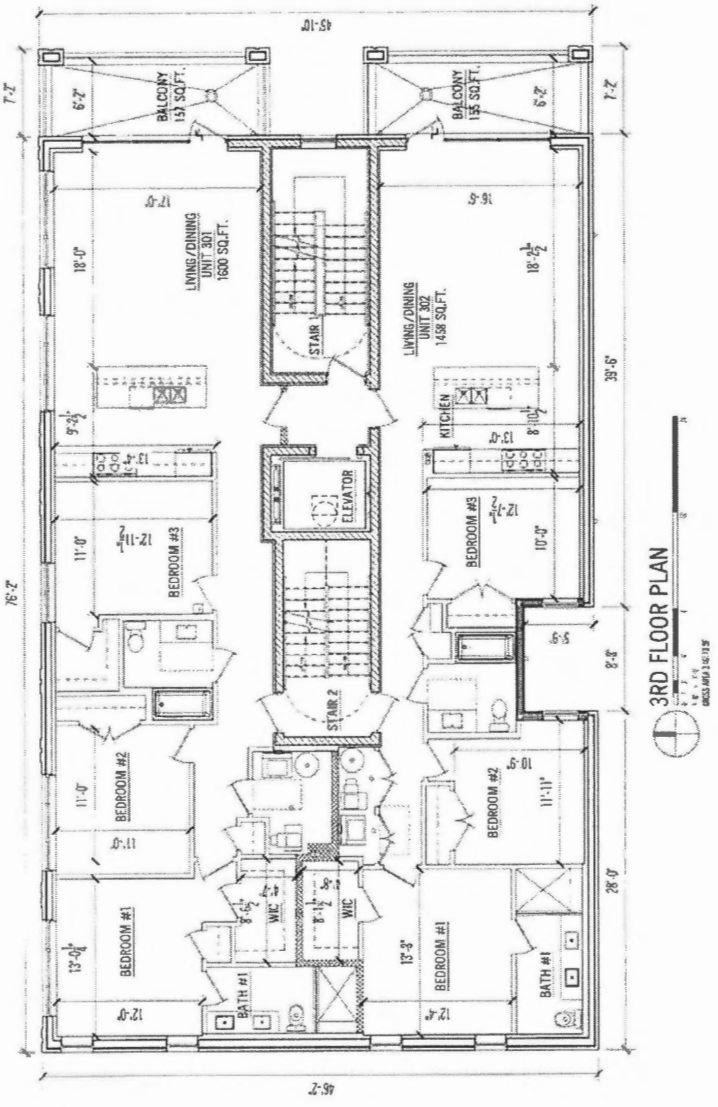
PREMISES:
4456 N. WESTERN AVE. CHICAGO, IL

PROJECT DESCRIPTION
PROPOSED 5 STORY 8 UNIT BUILDING
W/ GROUND FLOOR RETAIL SPACE AND
8 CAR PRIVATE GARAGE

SHEET DESCRIPTION
2ND FLOOR PLAN

SHEET NUMBER
02

Final for Publication



3RD FLOOR PLAN

2453 S. ARCHER AVE UNIT C CHICAGO, IL 60608 A 312.842.2225 T 312.842.2253	
SUBMITTAL DATES	
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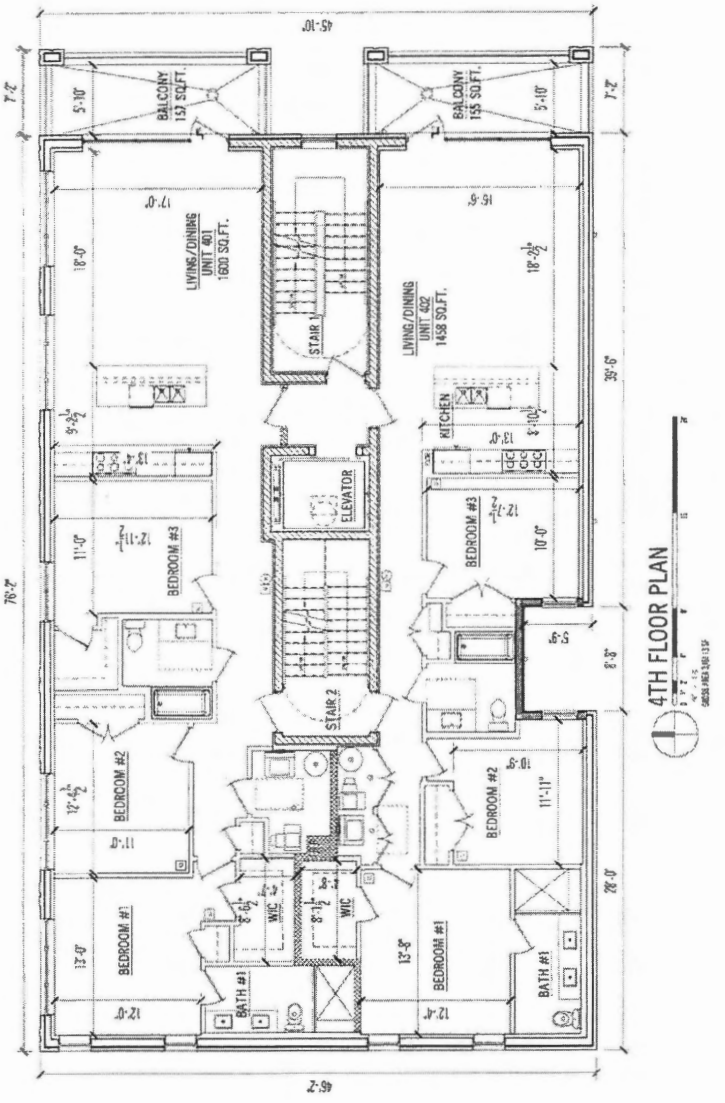
REVISED PER COMMENTS	05-08-2024
REVISED PER COMMENTS	04-19-2024
REVISED PER COMMENTS	04-02-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	09-26-2022
DEVELOPER:	
PREMISES: 4456 N. WESTERN AVE. CHICAGO, IL	
PROJECT DESCRIPTION PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE	
SHEET DESCRIPTION 3RD FLOOR PLAN	
SHEET NUMBER 03	

Final for Publication

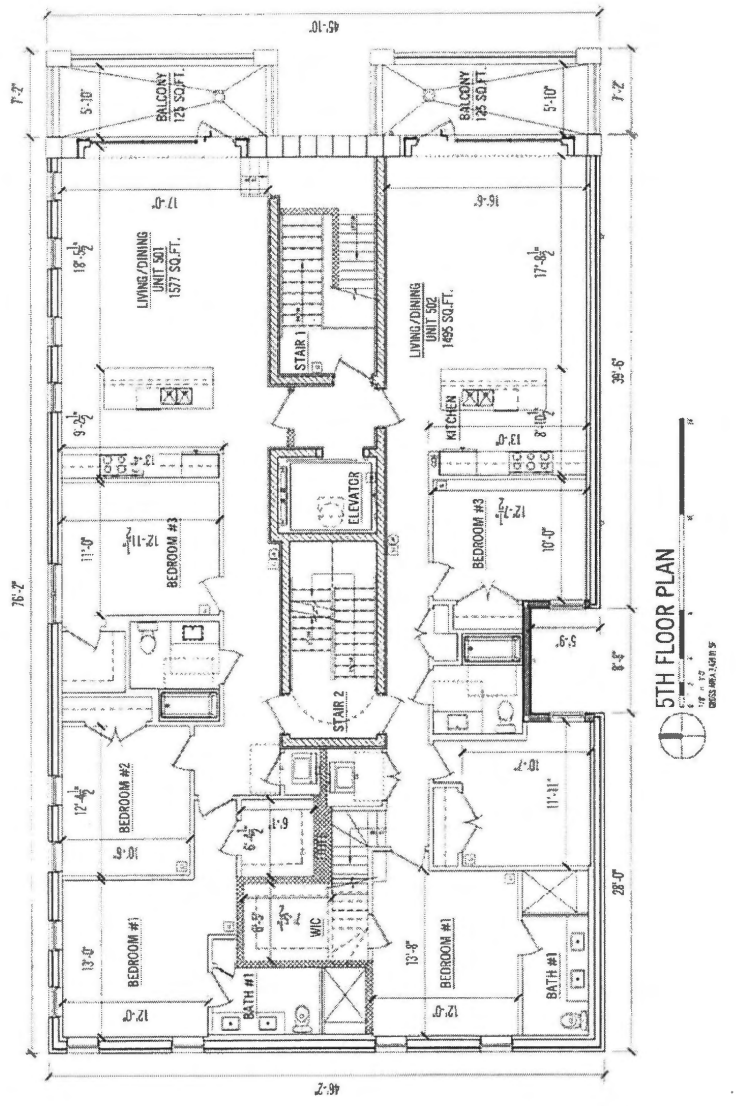


4TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

2453 S. ARCHER AVE UNIT C CHICAGO, IL 60608 P. 312.842.2225 F. 312.842.2253	
SUBMITTAL DATES	
REVISED PER COMMENTS	05-15-2024
REVISED PER COMMENTS	05-08-2024
REVISED PER COMMENTS	04-19-2024
REVISED PER COMMENTS	04-02-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	09.20.2022
DEVELOPER:	
PREMISES: 4456 N. WESTERN AVE. CHICAGO, IL	
PROJECT DESCRIPTION PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE	
SHEET DESCRIPTION 4TH FLOOR PLAN	
SHEET NUMBER 04	

Final for Publication



SUBMITTAL DATES	
REVISED PER COMMENTS	05-15-2024
REVISED PER COMMENTS	05-08-2024
REVISED PER COMMENTS	04-19-2024
REVISED PER COMMENTS	04-08-2024
REVISED PER COMMENTS	02-22-2024
COMMUNITY ORGANIZATION	08-13-2023
ZONING SUBMITTAL	09-30-2022

DEVELOPER:

PREMISES:
4456 N. WESTERN AVE. CHICAGO, IL

PROJECT DESCRIPTION
PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE

SHEET DESCRIPTION
5TH FLOOR PLAN

SHEET NUMBER
05

2453 S. ARCHER AVE
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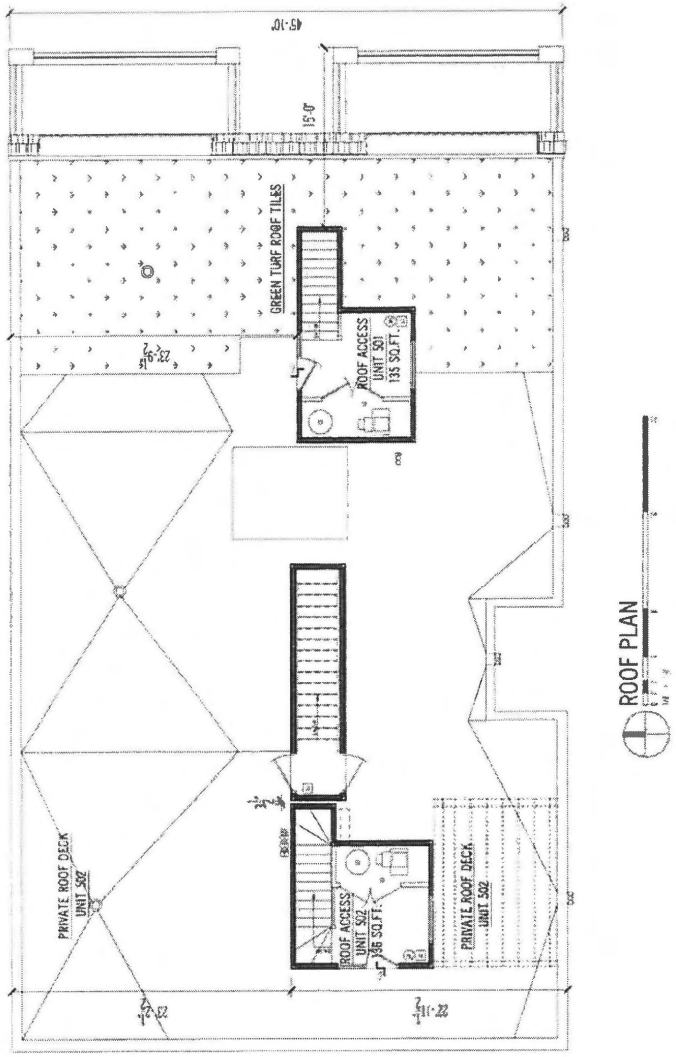
P. 312.842.2225
F. 312.842.2253

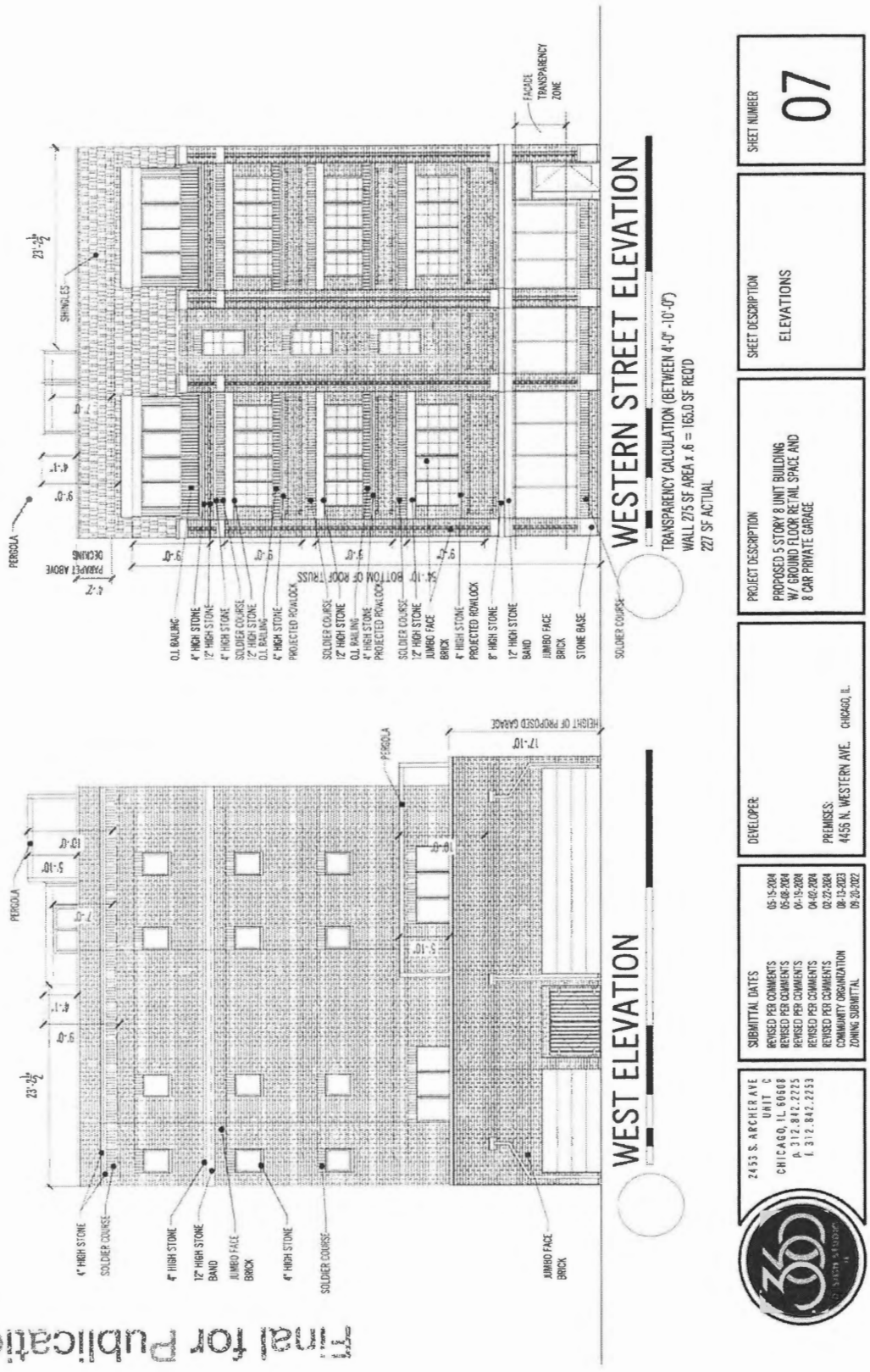
Final for Publication



ROOF PLAN

SHEET NUMBER	06
SHEET DESCRIPTION	ROOF PLAN
PROJECT DESCRIPTION	PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE
DEVELOPER	PREMISES: 4456 N. WESTERN AVE. CHICAGO, IL
SUBMITTAL DATES	REVISED PER COMMENTS 05-15-2024 REVISED PER COMMENTS 05-08-2024 REVISED PER COMMENTS 04-19-2024 REVISED PER COMMENTS 04-02-2024 REVISED PER COMMENTS 02-22-2024 COMMUNITY ORGANIZATION 08-13-2023 ZONING SUBMITTAL 05-31-2022
2453 S. ARCHER AVE UNIT C CHICAGO, IL 60608 p. 312.842.2225 f. 312.842.2253	

Final for Publication



Final for Publication

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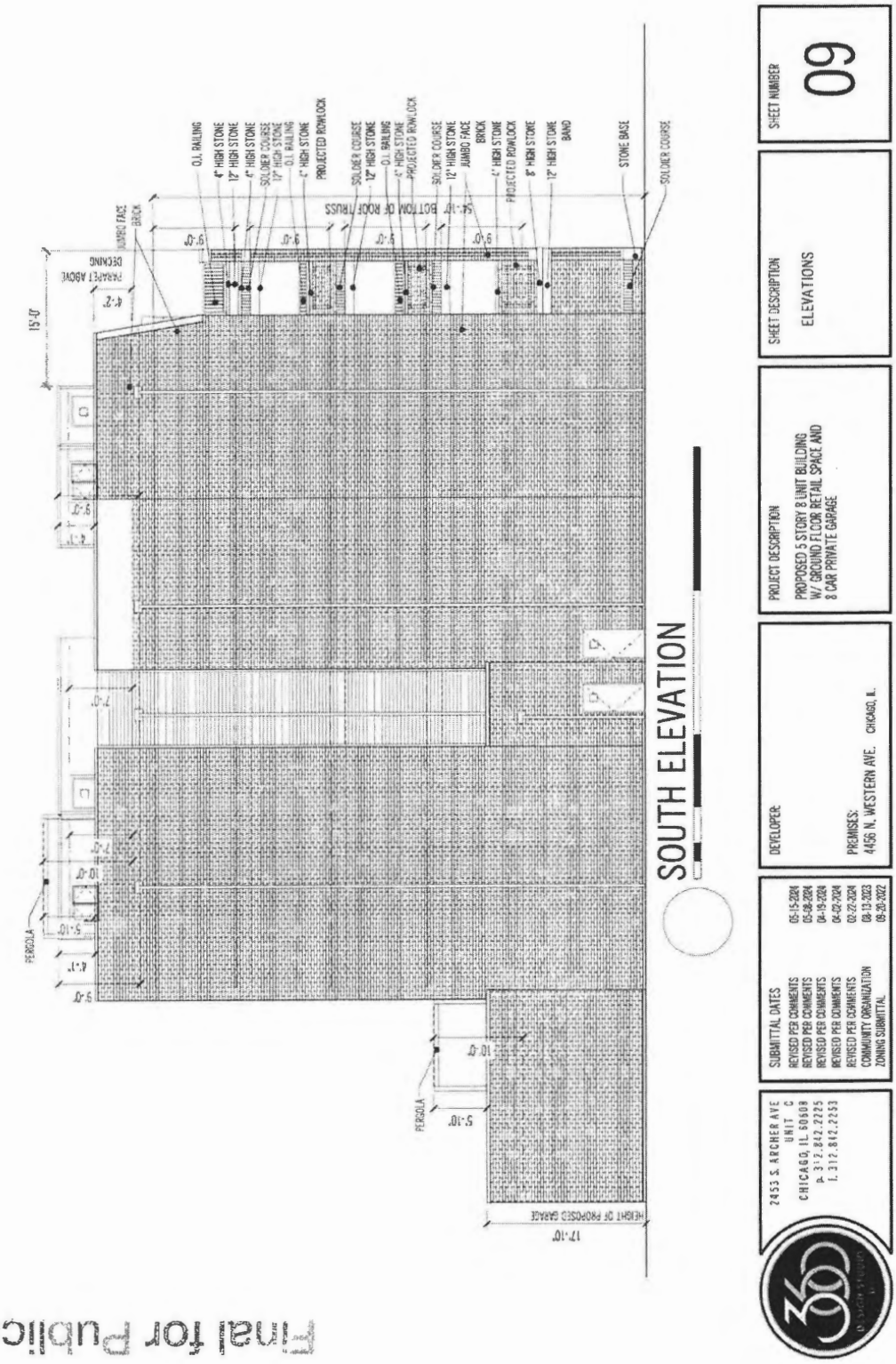
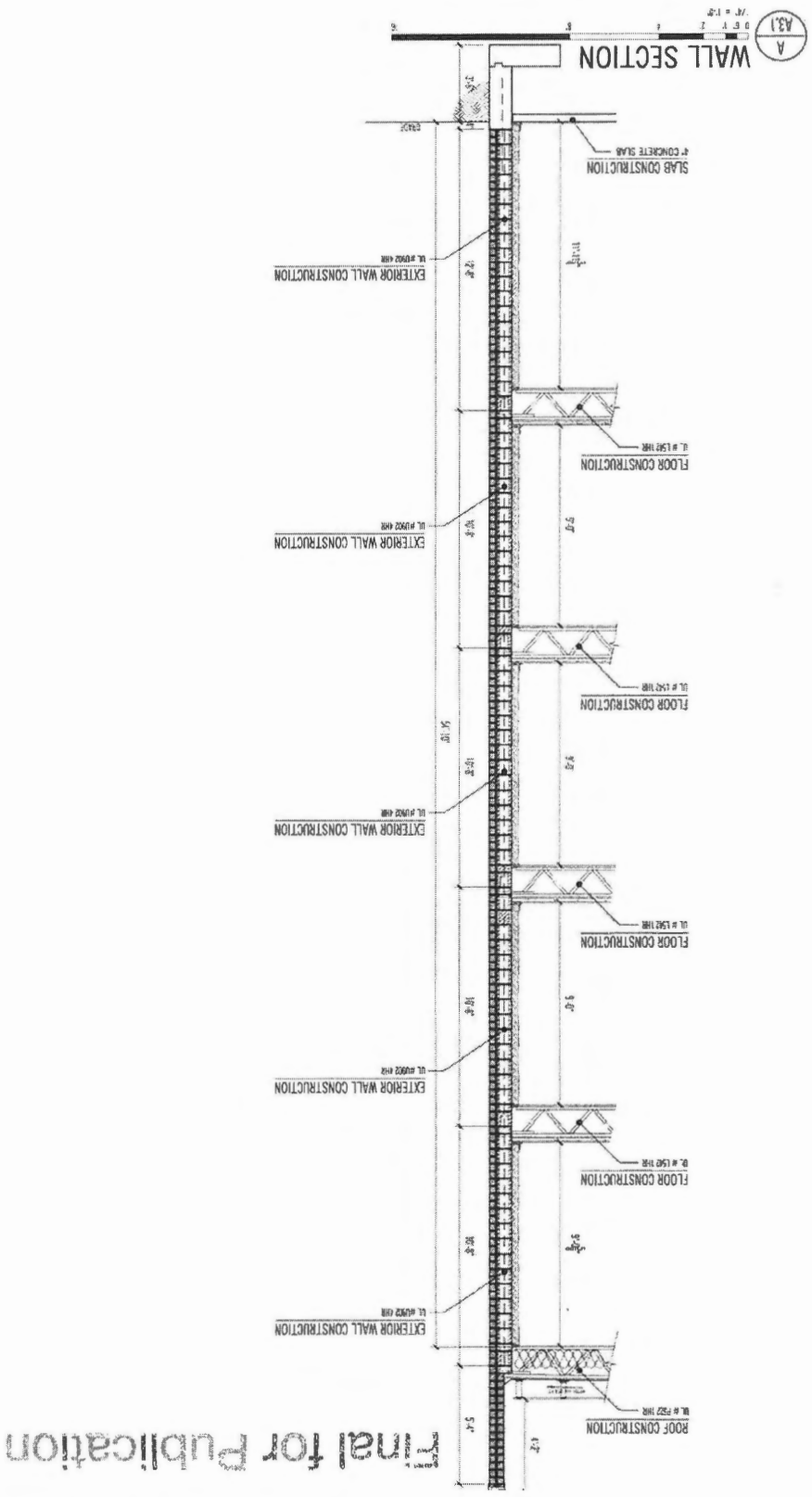


2453 S. ARCHER AVE UNIT C CHICAGO, IL 60609 P. 312.842.2225 F. 312.842.2253	
SUBMITTAL DATES REVISED PER COMMENTS 05-15-2024 REVISED PER COMMENTS 05-08-2024 REVISED PER COMMENTS 04-19-2024 REVISED PER COMMENTS 04-02-2024 REVISED PER COMMENTS 02-22-2024 COMMUNITY ORGANIZATION 08-13-2023 ZONING SUBMITTAL 09-30-2022	
DEVELOPER PREMISES: 4456 N. WESTERN AVE. CHICAGO, IL.	
PROJECT DESCRIPTION PROPOSED 5 STORY 8 UNIT BUILDING W/ GROUND FLOOR RETAIL SPACE AND 8 CAR PRIVATE GARAGE	
SHEET DESCRIPTION ELEVATIONS	
SHEET NUMBER 09	

Final for Publication



Final for Publication

SHEET NUMBER 10

SHEET DESCRIPTION
WALL SECTION

PROJECT DESCRIPTION
PROPOSED 5 STORY 8 UNIT BUILDING
W/ GROUND FLOOR RETAIL SPACE AND
8 CAR PRIVATE GARAGE

DEVELOPER:

PREMISES:
4456 N. WESTERN AVE. CHICAGO, IL.

SUBMITTAL DATES
REVISED PER COMMENTS 05-15-2024
REVISED PER COMMENTS 05-08-2024
REVISED PER COMMENTS 04-19-2024
REVISED PER COMMENTS 04-02-2024
REVISED PER COMMENTS 02-23-2024
COMMUNITY ORGANIZATION 06-13-2023
ZONING SUBMITTAL 09-20-2022

2453 S. ARCHER AVE
UNIT C
CHICAGO, IL 60608
P. 312.842.2225
F. 312.842.2252

Reclassification Of Area Shown On Map No. 12-H.
(As Amended)
(Application No. 22437T1)
(Common Address: 1635 -- 1643 W. 47th St.)

[SO2024-0009016]

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 C1-3 Neighborhood Commercial District and B1-3 Neighborhood Shopping District symbols and indications as shown on Map Number 12-H in the area bounded by:

West 47th Street; South Marshfield Avenue; the alley next south of and parallel to West 47th Street; and a line 96.50 feet west of and parallel to South Marshfield 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.

[Buildings 1 and 2 -- Site Plan; First, Second and Third Floor Plans; Roof Plan; North, South, East and West Building Elevations; Facade Rendering; and Site Plan attached to this ordinance printed on pages 12470 through 12475 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS
TYPE-1 MAP AMENDMENT
C1-3 AND B1-3 TO B2-3
1635-43 WEST 47TH STREET

Applicant seeks a Type 1 map amendment to change the zoning classification of 1635-43 W. 47TH St. (the "Property") to B2-3, Neighborhood Mixed-Use District, from C1-3, Neighborhood Commercial District, and B1-3, Neighborhood Shopping District.

A) Proposed land use: The Property owner will develop (two) 3-story residential 3-flat buildings, each 3,402 SF, with two parking spaces per building in a transit-served location on the westernmost area of the Property; 100% of the units will be affordable housing. Each proposed individual zoning lot is 3,015 square feet, and the existing parking lot to the east will remain at 6,042.81 square feet.

The easternmost area of the Property provides overflow parking for the New City Senior Living building located across Marshfield Avenue. It will be maintained as surface parking for the foreseeable future.

B) Floor area ratio:

Proposed District	B2-3 TSL 100% affordable =	4 FAR
Proposed Development		
Existing Parking Lot to Remain	1635-39 W. 47th St.: 0 SF parking = 6,042.81 SF lot	N/A
Individual Zoning Lot	1641 W. 47th St.: 3,402 SF building = 3,015 SF lot	1.13 FAR
Individual Zoning Lot	1643 W. 47th St.: 3,402 SF building = 3,015 SF lot	1.13 FAR

C) Density (lot area per dwelling unit ("MLA/DU"):

Proposed District	B2-3 TSL 100% affordable =	300 MLA/DU
Proposed Development:		
Existing Parking Lot to Remain	1635-39 W. 47th St.: 6,042.81 SF lot = parking lot	N/A
Individual Zoning Lot	1641 W. 47th St.: 3,015 SF lot = 3 units	1,005 LA/DU
Individual Zoning Lot	1643 W. 47th St.: 3,015 SF lot = 3 units	1,005 LA/DU

Final for Publication

D) Off-street parking: The Property is a Transit Served Location

	Required	Provided
1635-39 W. 47th St. (accessory surface parking)	N/A	16
1641 W. 47th St. (3-flat residential)	3	2*
1643 W. 47th St. (3-flat residential)	3	2*

* Authorization from DPD pending pursuant to CZO §17-10-0102-B

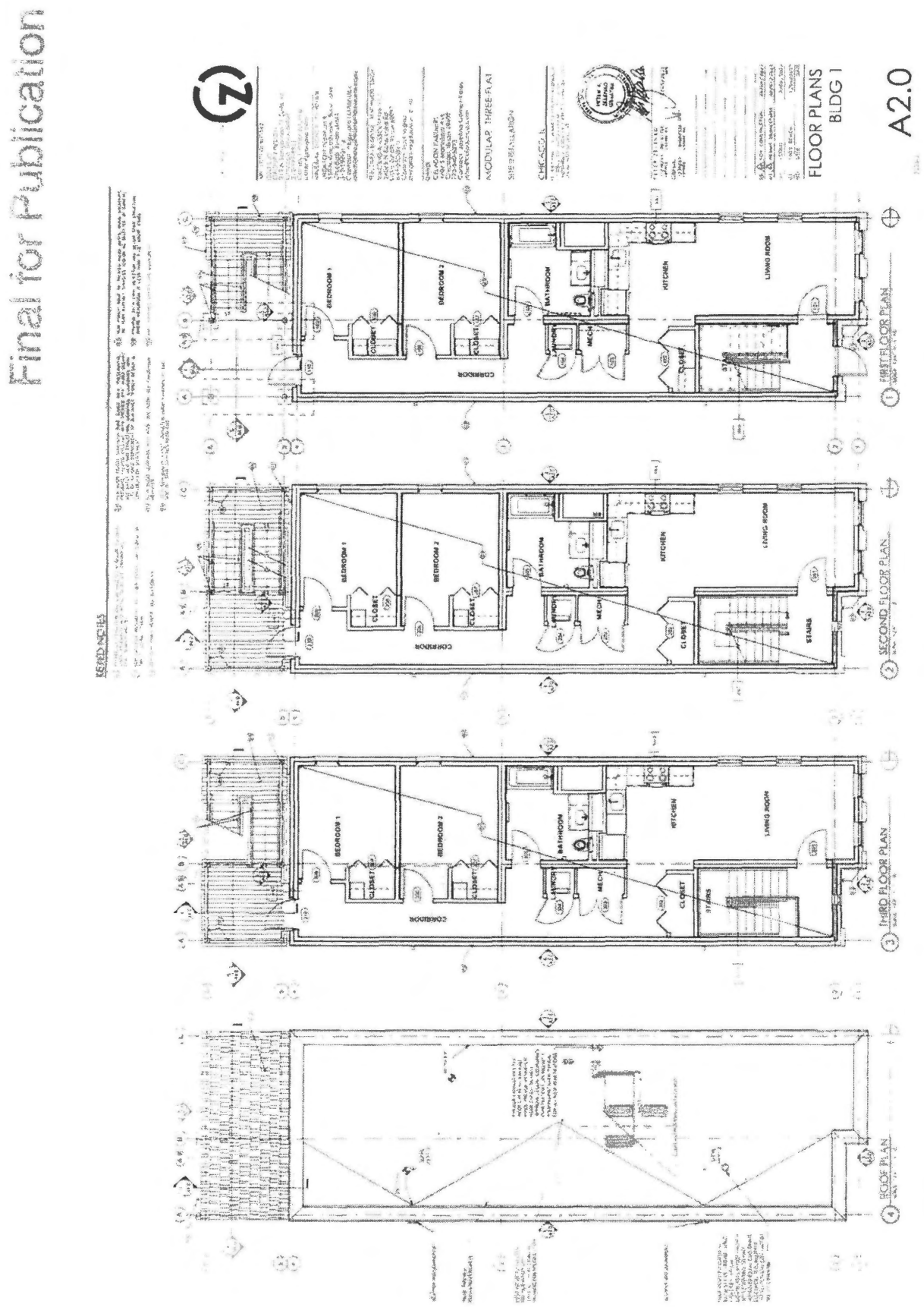
E) Existing Setbacks:

- 1635-39 W. 47th St. (accessory surface parking lot):
  - Front: 7' - 0"
  - Rear: N/A
  - East: 7' - 0"
  - West: N/A
- 1641 W. 47th St. (3-flat residential):
  - Front: 15' – 0"
  - Rear: 42' – 0 7/8"
  - East: 1' – 4 3/4"
  - West: 3' – 0"
- 1643 W. 47th St. (3-flat residential):
  - Front: 15' – 0"
  - Rear: 42' – 0 7/8"
  - East: 1' – 4 3/4"
  - West: 3' – 0"

F) Building height:

1635-39 W. 47th St.	Accessory surface parking lot	N/A
1641 W. 47th St.	3-flat residential building	30' – 10 5/8"
1643 W. 47th St.	3-flat residential building	30' – 10 5/8"

Final for Publication


Final for Publication
FLOOR PLANS
BLDG 1
A2.0
MODULAR THREE-FLAT
CHICAGO, IL
BEDROOM 1
BEDROOM 2
BEDROOM 3
CLOSET
BATHROOM
KITCHEN
LIVING ROOM
STAIRS
MECH
1 FIRST FLOOR PLAN
2 SECOND FLOOR PLAN
3 THIRD FLOOR PLAN
4 ROOF PLAN

Final for Publication
EXTERIOR FACADE NOTES
MODULAR THREE-FLA
SITE ADDRESS
CHICAGO, IL
ELEVATIONS
BLDG 1
A3.0
1 FACADE RENDERING
2 EAST ELEVATION
3 NORTH ELEVATION
4 WEST ELEVATION
5 WEST ELEVATION
6 SOUTH ELEVATION

Final for Publication

GENERAL NOTES

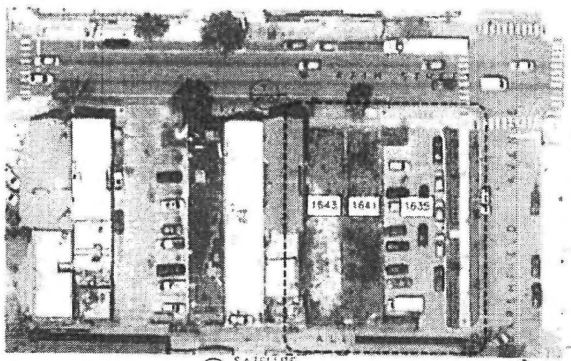
1. GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET AWAY FROM BUILDING, FINAL GRADE TO SLOPE AWAY FROM BUILDING AT A MINIMUM OF 2%
2. MINIMUM THICKNESS OF SIDEWALKS SHALL BE 5"
3. MAXIMUM LONGITUDINAL SLOPE OF CONCRETE WALKS TO BE 1:12, MAXIMUM CROSS SLOPE SHALL BE 1:48.
4. PARCH FLOOR TO BE 8" ABOVE CURBING SIDEWALK AT FRONT OF LOT
5. 9' REMOVED, TOWNED) SHALL APPLY FOR RESIDENTIAL DISABLED PARKING SPACE AT STREET

5 SITE PLAN GENERAL NOTES

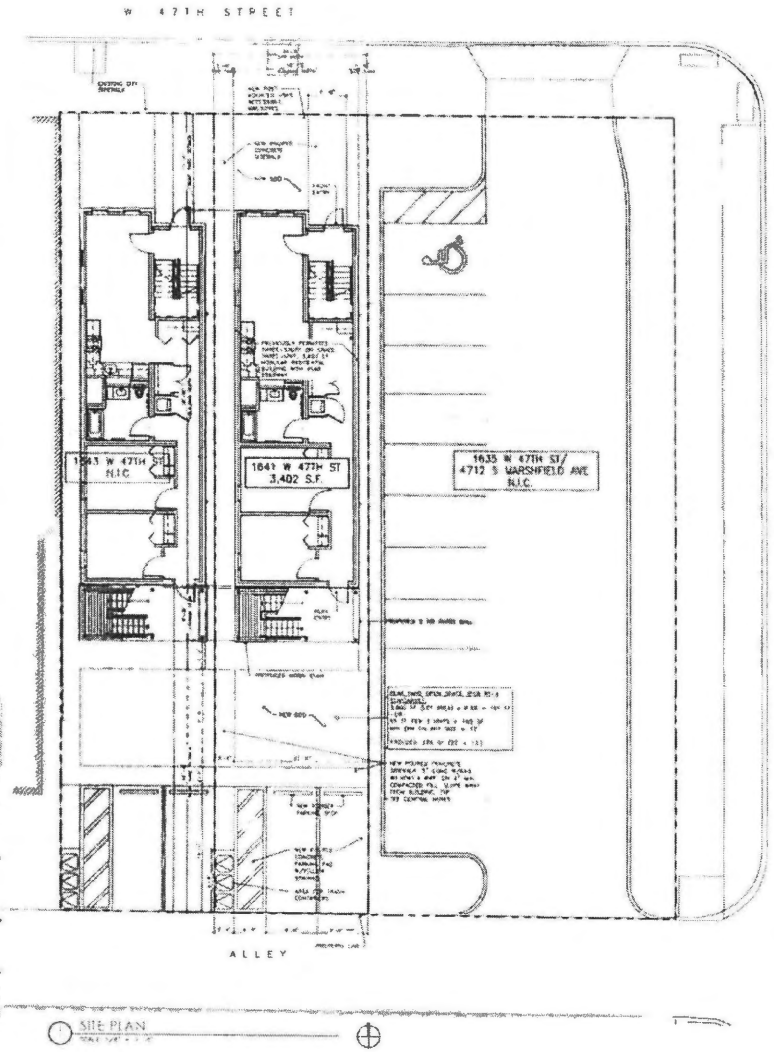
4 ZONING MAP

PLAT OF SURVEY

3 PLAT OF SURVEY - 2021



2 SATELLITE



1 SITE PLAN

GIO LLC
DEVELOP / DESIGN
212 N Sangamon St Suite 3A
Chicago, Illinois 60607
312-997-4011
Contact: Peter Zelenko

MODULAR THREE-FLAT

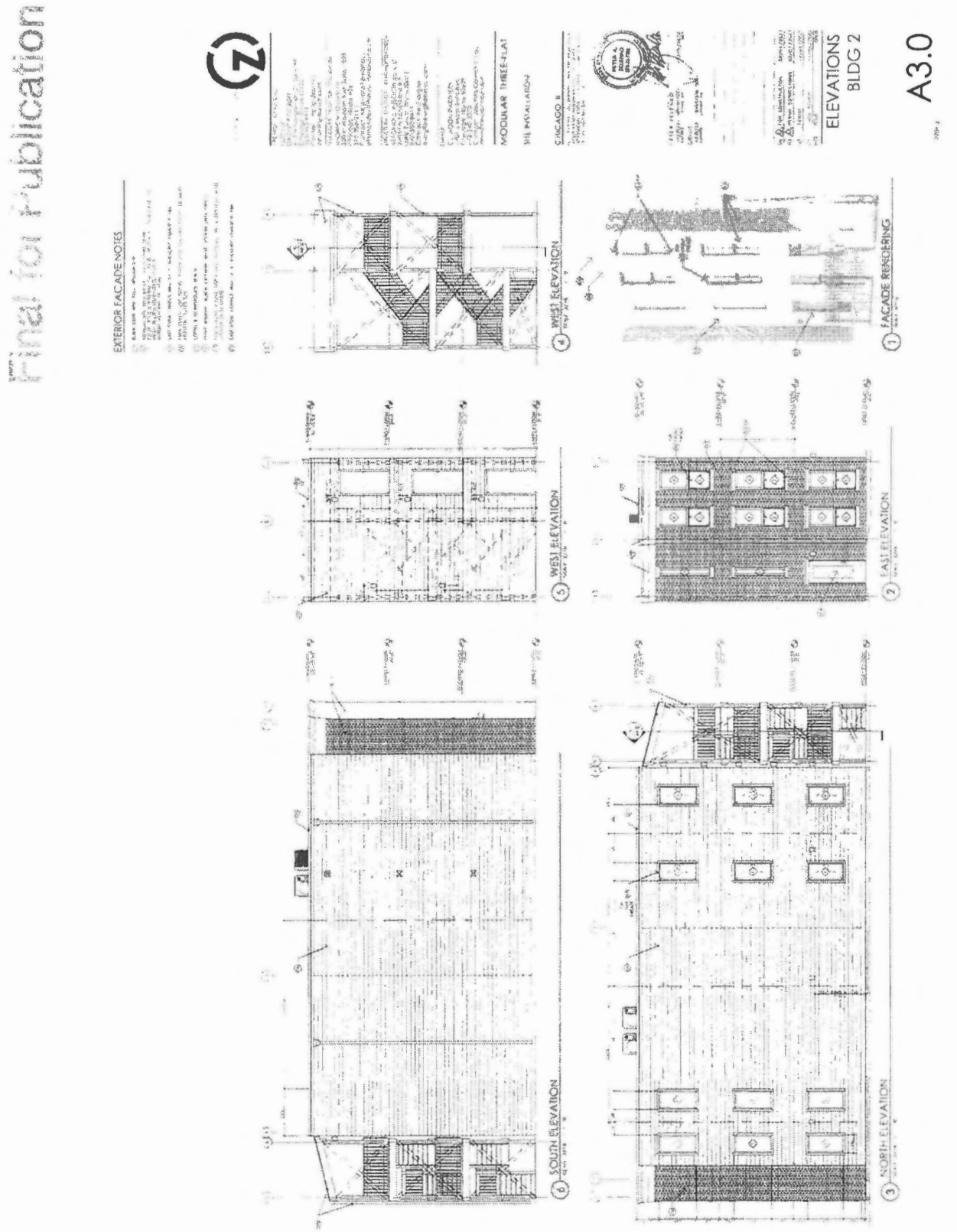
SITE INSTALLATION

1641 W 47TH STREET
CHICAGO, IL

SITE PLAN

A1.0

Final for Publication
FLOOR PLANS
BLDG 2
A2.0
1 FIRST FLOOR PLAN
2 SECOND FLOOR PLAN
3 THIRD FLOOR PLAN
4 ROOF PLAN
BEDROOM 1
BEDROOM 2
CLOSET
BATHROOM
KITCHEN
LIVING ROOM
CORRIDOR
MECH
STAIRS


Final for Publication
EXTERIOR FACADE NOTES
MODULAR THREE-FLAT
ELEVATIONS
BLDG 2
A3.0
1 FACADE RENDERING
2 EAST ELEVATION
3 NORTH ELEVATION
4 WEST ELEVATION
5 WEST ELEVATION
6 SOUTH ELEVATION

Reclassification Of Area Shown On Map No. 13-J.
(Application No. 22432T1)
(Common Address: 3448 -- 3462 W. Lawrence Ave./4807 -- 4811 N. St. Louis Ave.)
[O2024-0009010]

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 B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 13-J in the area bounded by:

the public alley next north of and parallel to West Lawrence Avenue; a line 116.4 feet east of and parallel to North St. Louis Avenue; West Lawrence Avenue; and North St. Louis Avenue,

to those of a B1-3 Neighborhood Shopping 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.

[1st Floor (Existing); 2nd and 3rd Floor -- Site Plans; 1st and 2nd Floors (Existing); 2nd Floor (Proposed); and Building Elevations attached to this ordinance printed on pages 12479 through 12486 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 – 3448-62 W. Lawrence / 4807-11 N. St. Louis

Proposed Zoning: B1-3 Neighborhood Shopping District
Lot Area: 14,550.4 sq. ft. (116.41 ft. x 125 ft.)

Proposed Land Use: The subject property is improved with a three-story residential building containing nine (9) dwelling units (fronting on N. St. Louis), and a two-story building containing retail space at grade and vacant retail/office space above (fronting on W. Lawrence Ave.). The two (2) existing buildings will remain. The Applicant is proposing to establish eight (8) new residential units on the second floor of the portion of the building that fronts on W. Lawrence Ave. The existing 33 ft.-2 in. height dimension of the buildings will remain. The footprint and floor area totals of the existing buildings will also remain. The subject property is a Transit Served Location and will not be supported by any off-street parking spaces. Pursuant to Sec. 17-13-0303-D, the Applicant is seeking to reduce the number of off-street parking spaces for a Transit Served Location from eight (8) to zero and waive the required onsite loading berth.

(A) The Project's Floor Area Ratio: 25,578 square feet (1.76 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 855.91 square feet per D.U. (9 existing residential units plus 8 proposed residential units for a total of 17 residential units.)

(C) The amount of off-street parking: 0 parking spaces

*Sec. 17-13-0303-D optional Administrative Adjustment and Variation; The subject property is a designated Transit Served Location. Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to reduce the number of off-street parking spaces for the proposed seventeen (17) residential unit total from eight (8) parking spaces to zero parking spaces. Please note nine (9) of the seventeen (17) residential units exist today and are not supported by off-street parking spaces. The eight (8) required off-street parking spaces relate to the eight (8) proposed residential units in the portion of the building fronting on W. Lawrence Ave.

(D) Setbacks:

a.	Front Setback:	Zero
b.	Side Setbacks:	Zero
c.	*Rear Setback:	N/A - Exempt

* The rear setback calculation was based on the Applicant opting to treat W. Lawrence Ave. as the front of the subject property because it is a corner lot.

FINAL FOR PUBLICATION

(E) Building Height: 33 feet 2 inches (existing to remain)

Sec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

1. The project complies with the applicable standards of Sec. 17-10-0102-B because the subject property is located immediately adjacent to the Lawrence Ave. CTA Bus Line and within approximately 600 linear feet of the Kimball CTA Train Station. While the resulting mixed-use building will not be supported by any off-street vehicle parking spaces, it will be supported by thirteen (13) bicycle parking spaces. Pursuant to Section 17-13-1003-EE, the Applicant is seeking to permit a reduction in the required off-street vehicle parking spaces.

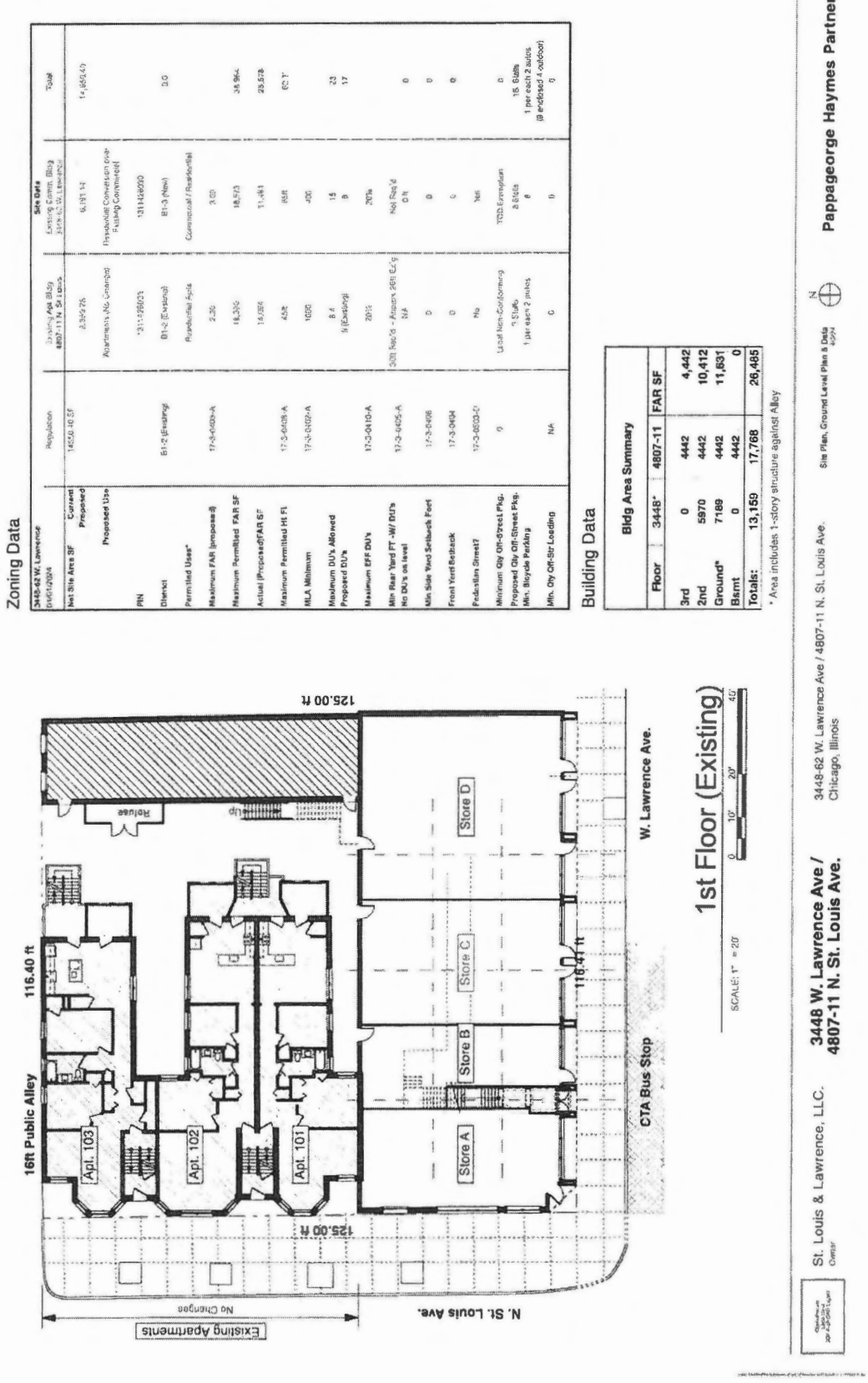
2. The mixed-use building will comply with Sec. 17-3-0504 because its front setback along W. Lawrence Ave. Parkway will remain at the front property line, the building entrance width will not exceed 12 ft., the building entrance depth will not exceed the entrance width, and the building entrance is not more than two-stories in height. The existing first floor conditions on both sides of the building will remain without change.

3. The Transit Friendly Development Guide defines 'transit friendly development' as development which is oriented towards and integrated with adjacent transit. The resulting mixed-use building incorporates accessibility and connectivity to the Lawence Ave. CTA Bus Line, which is immediately adjacent to the subject property's south property line. The subject property is also located within approximately 600 linear feet of the Kimball CTA Train Station. The proposed building will offer thirteen (13) bicycle parking spaces and onsite storage area. The Applicant believes the project will help improve the pedestrian experience along W. Lawrence Ave. for residents and other commuters traveling in the subject area, and at the same time, allow for the activation of vacant retail/office space located on the second floor of the building fronting on W. Lawrence Ave.

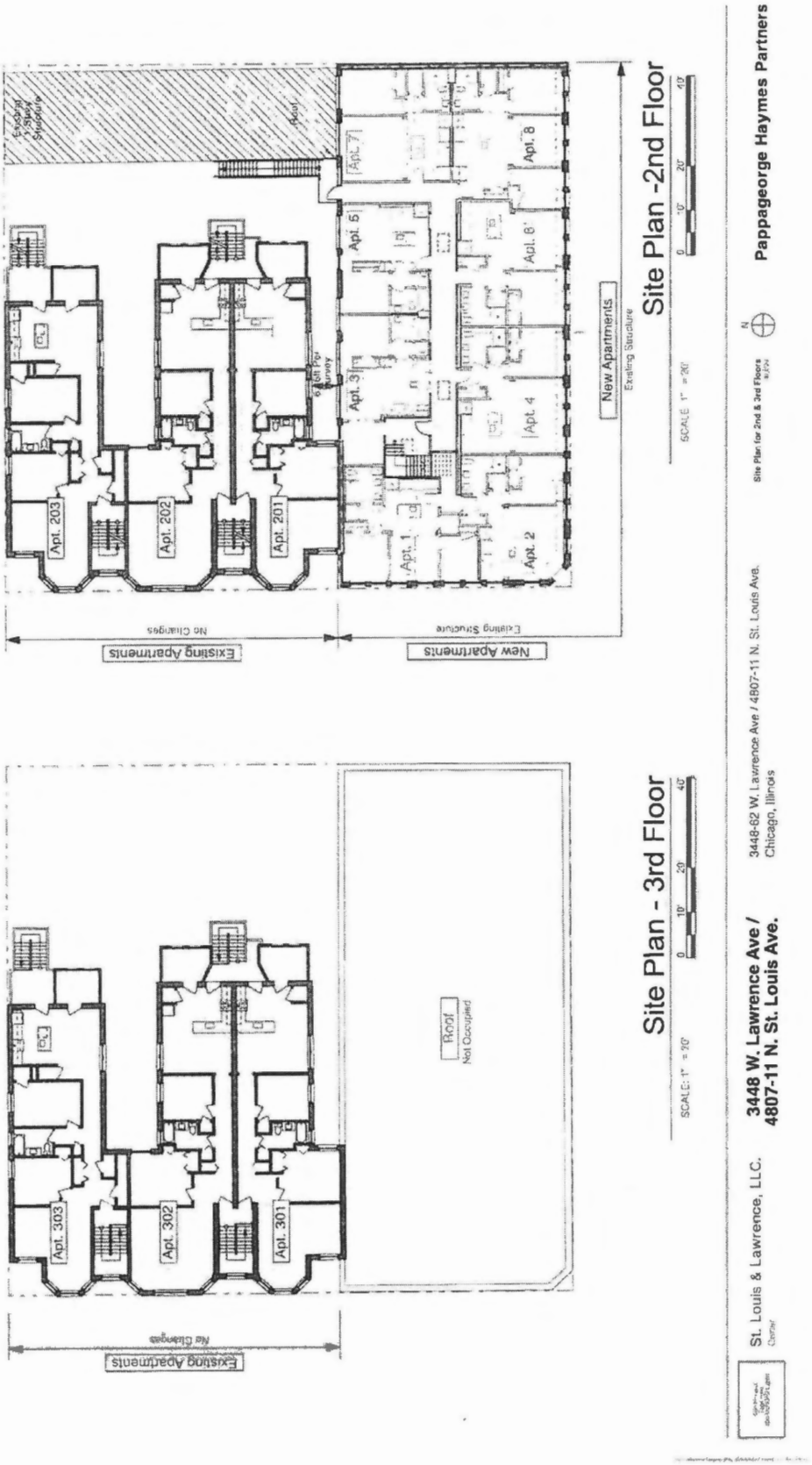
4. The resulting mixed-use building will contain seventeen (17) dwelling units. Due to the configuration of the buildings on the subject lot, no off-street parking can be provided. The Applicant is seeking administrative approval to permit the parking reduction consistent with the eTOD Ordinance.

5. The Applicant believes the resulting mixed-use building will retain a retail presence along W. Lawerence Ave. (a designated Pedestrian Street) and provide appropriate density in the Albany Park neighborhood. Based on the subject property's proximity to a designated bus route (Lawrence Ave. CTA Bus Line) and train station (CTA Kimball Train Station), the Applicant believes the project complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need.

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



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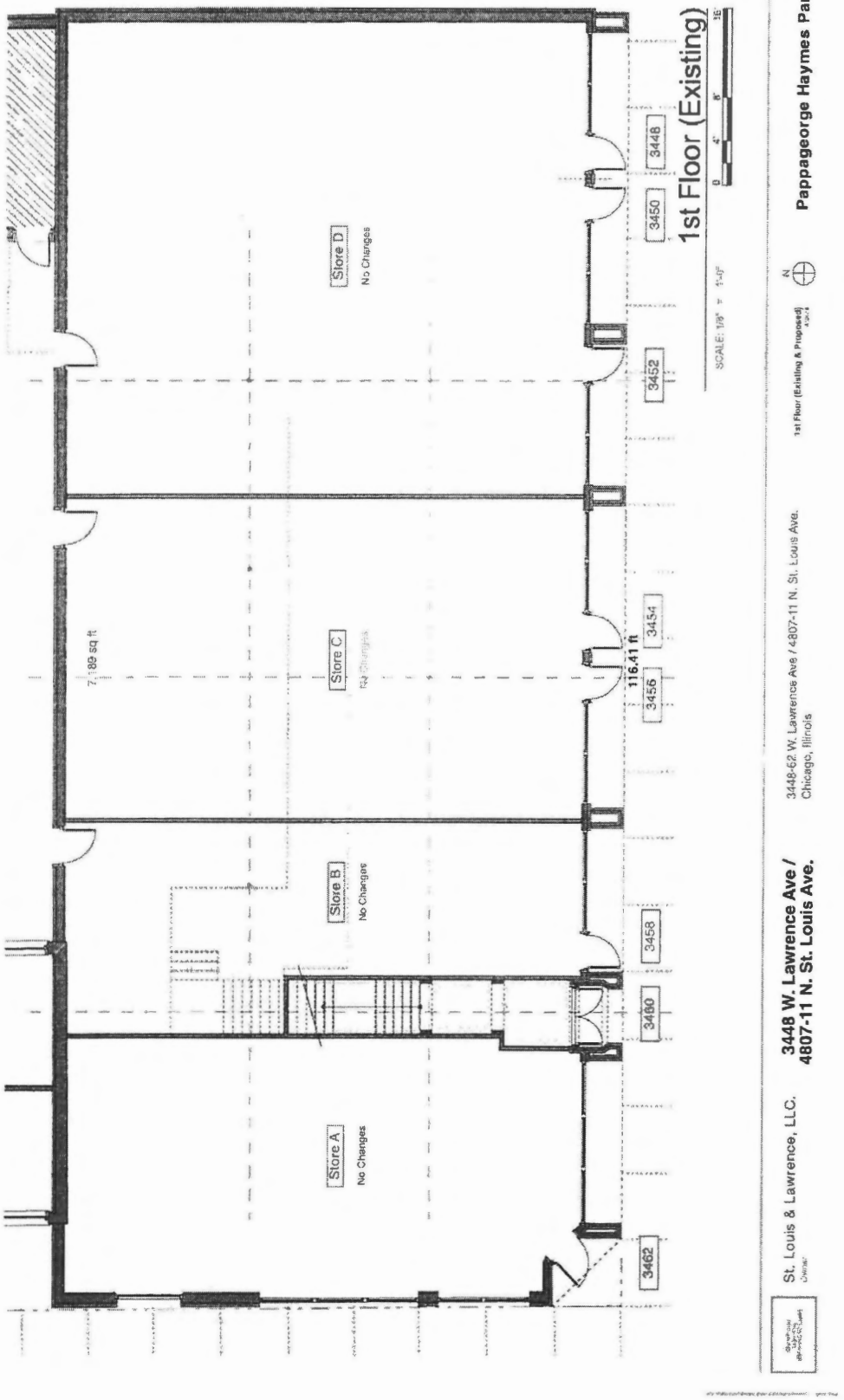
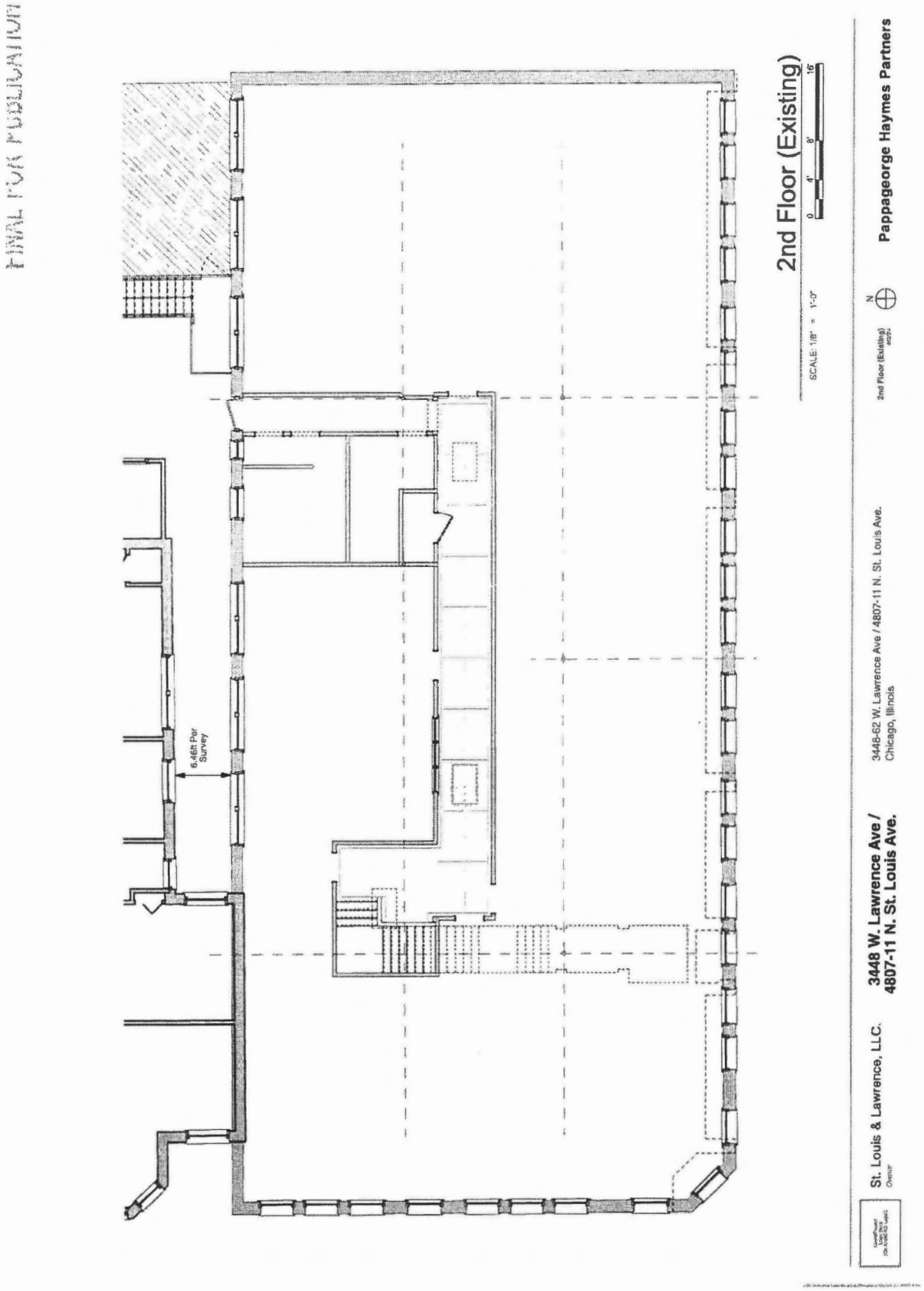
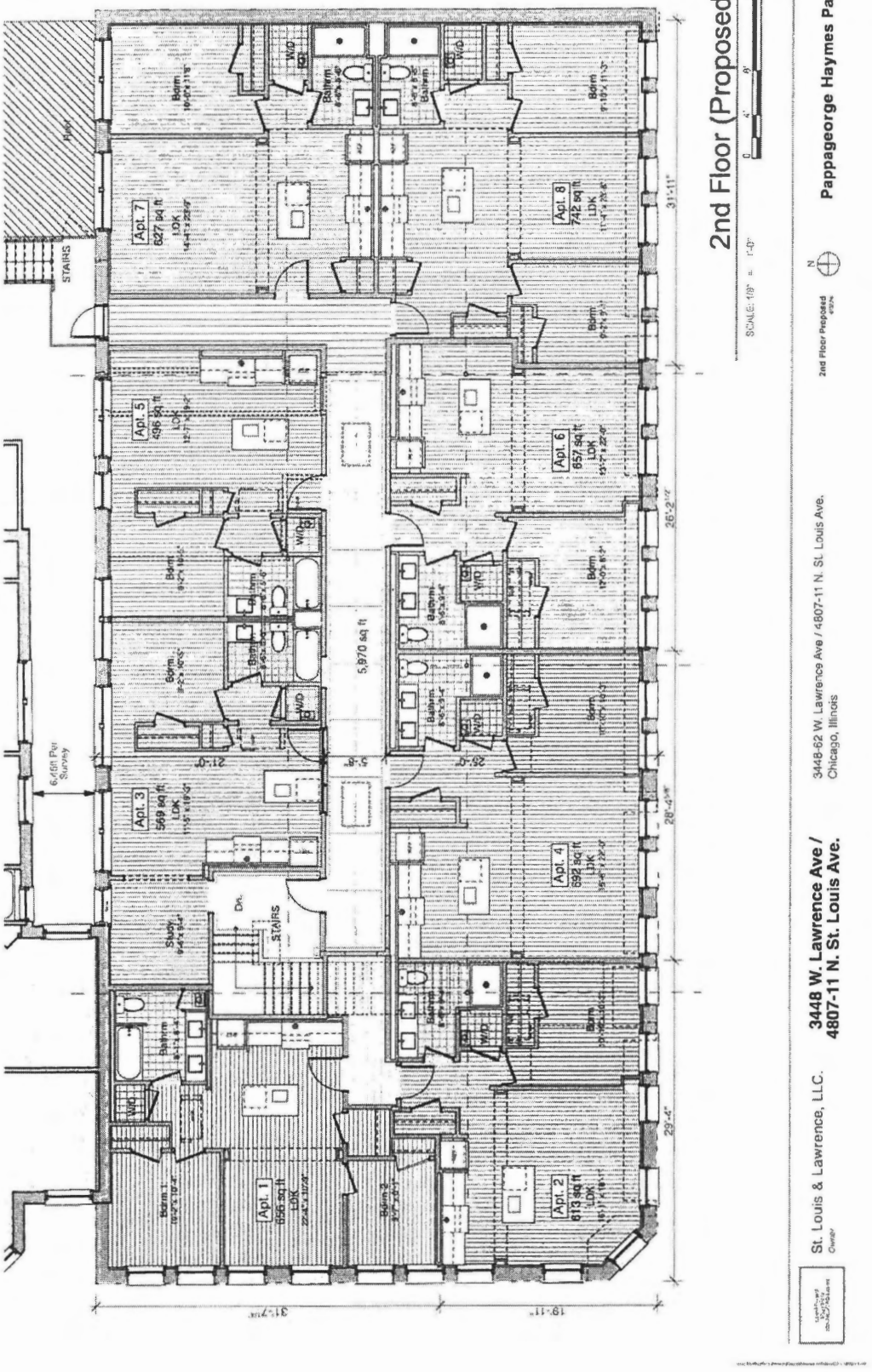
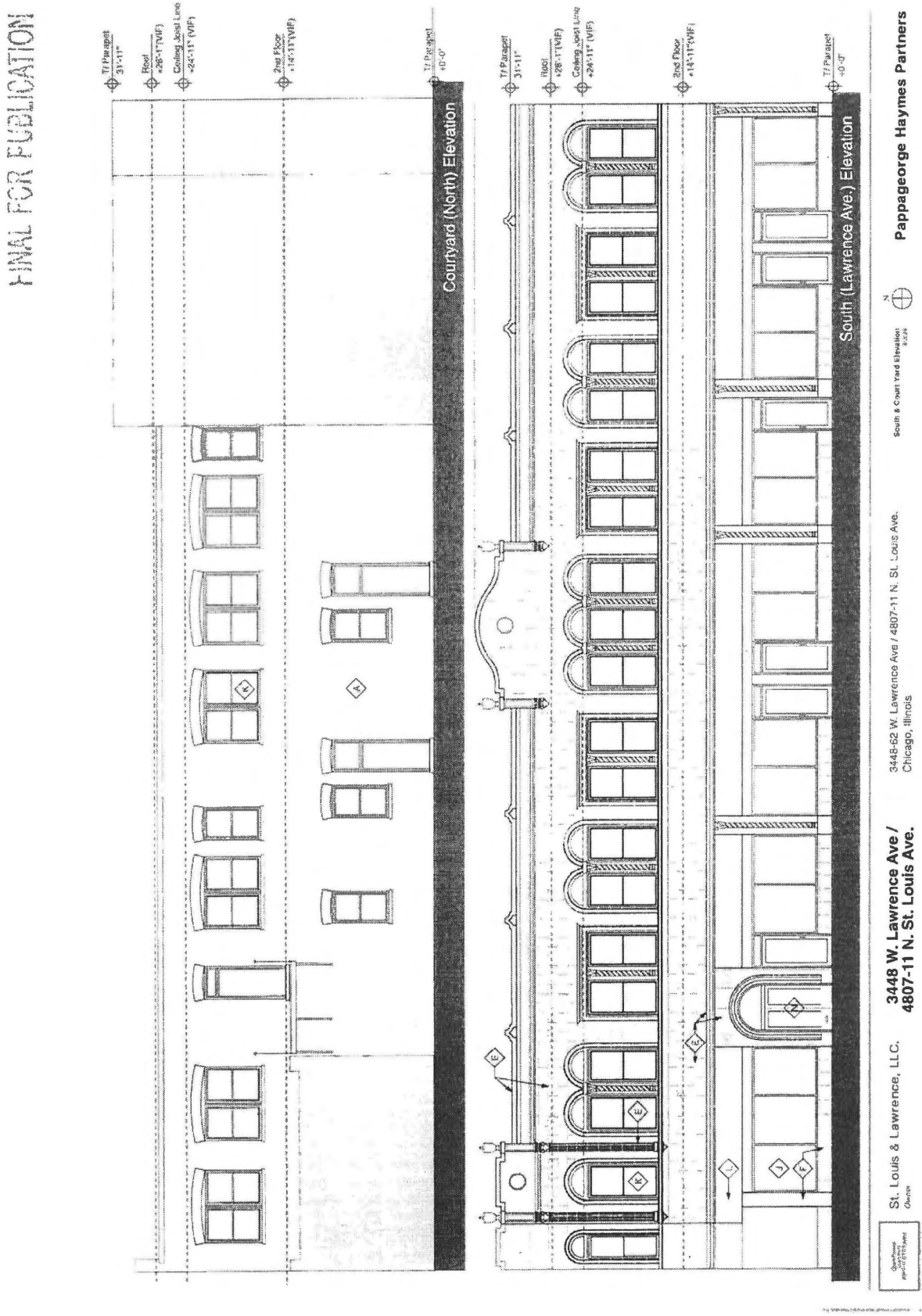



FINAL FOR PUBLICATION
2nd Floor (Existing)
SCALE: 1/8" = 1'-0"
0 4' 8' 16'
6.46ft Per Survey
St. Louis & Lawrence, LLC.
Owner
3448 W. Lawrence Ave / 4807-11 N. St. Louis Ave.
3448-62 W. Lawrence Ave / 4807-11 N. St. Louis Ave.
Chicago, Illinois
2nd Floor (Existing)
N
Pappageorge Haymes Partners

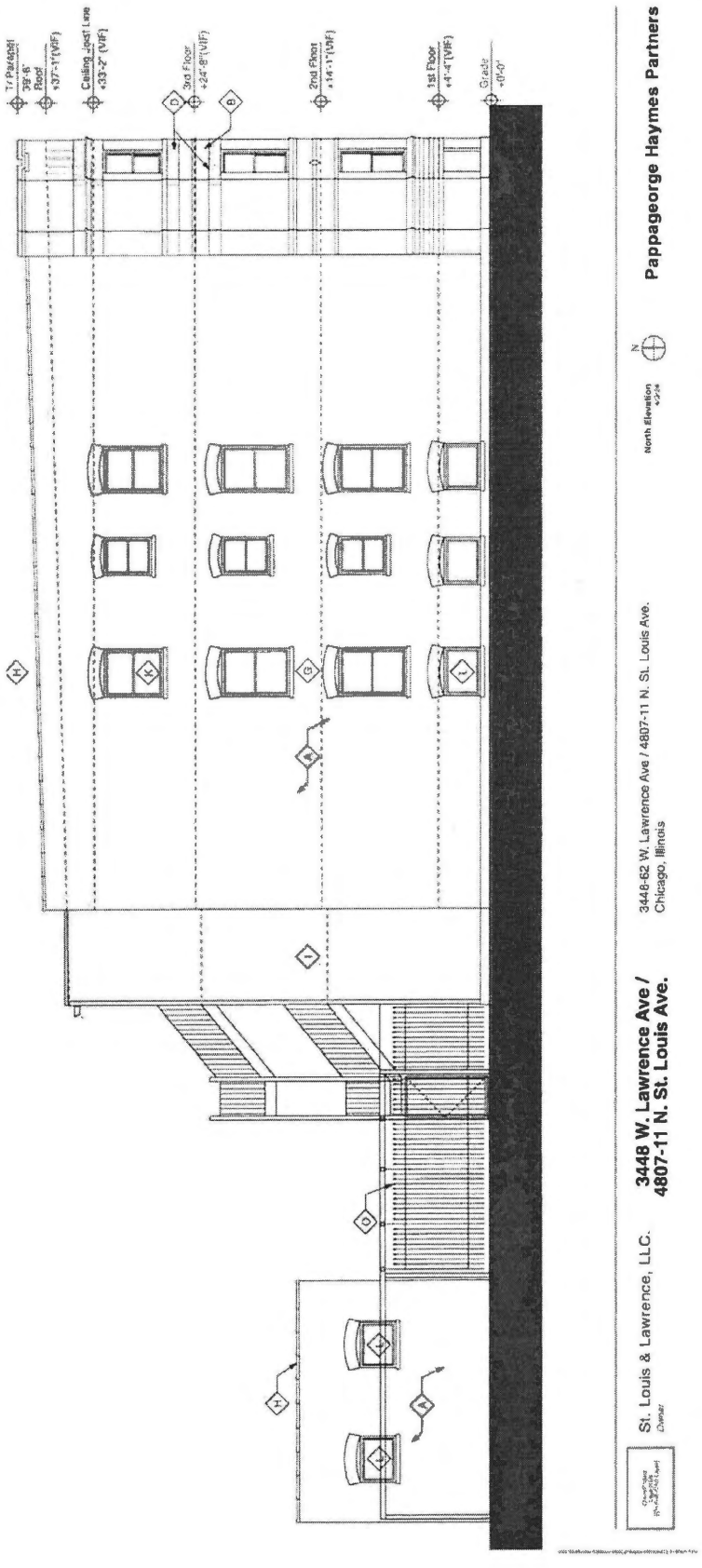
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION
MATERIALS KEY NOTES
A Masonry Common Brick, Running Bond
B Masonry Face Brick, Running Bond
C Masonry Face Brick, Row Lock
D Masonry Face Brick, Soldier Course
E Glazed Decorative Terra Cotta
F Glazed Decorative Concrete Block
G Limestone Sill or Coping
H Clay Tile Coping.
I Treated Wood Porch Framing or Railing
J Painted Aluminum Storefront w/ Clear Glass
K Painted Aluminum Window w/ Clear Glass
L Wood Window Covered w/ Ptd. Plywood.
M Patterned Glass Block
N Painted Wood Entry Door
O 9ft H. Painted Iron Fence
West (St. Louis Ave.) Elevation
St. Louis & Lawrence, LLC.
Owner
3448 W. Lawrence Ave /
4807-11 N. St. Louis Ave.
3448-62 W. Lawrence Ave / 4807-11 N. St. Louis Ave.
Chicago, Illinois
West Elevation
Pappageorge Haymes Partners


FINAL FOR PUBLICATION
Courtyard (North) Elevation
South (Lawrence Ave.) Elevation
St. Louis & Lawrence, LLC.
3448 W. Lawrence Ave / 4807-11 N. St. Louis Ave.
3448-62 W. Lawrence Ave / 4807-11 N. St. Louis Ave.
Chicago, Illinois
Pappageorge Haymes Partners

FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 13-L.
(Application No. 22418)
(Common Address: 5137 N. Elston Ave.)

[O2024-0008908]

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 RS3 Residential Single-Unit District symbols and indications as shown on Map Number 13-L in the area bounded by:

West Foster Avenue; a line 235.24 feet west of and parallel to North LaCrosse Avenue; North Elston Avenue; and a line 143.82 feet long starting from a point 550 feet northwest of the intersection of North Elston Avenue and North LaCrosse Avenue, as measured along the north right-of-way line of North Elston Avenue and ending at a point 355.76 feet west of and parallel to North LaCrosse Avenue, as measured along the south right-of-way line of West Foster Avenue,

to those of a B1-1 Neighborhood Shopping 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. 13-L.
(Application No. 22429)
(Common Address: 5410 -- 5412 W. Foster Ave.)

[O2024-0009005]

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 RS3 Residential Single-Unit District symbols and indications as shown on Map Number 13-L in the area bounded by:

West Gettysburg Street; a line 90 feet west of and parallel to North Long Avenue; West Foster Avenue; and a line 150 feet west of and parallel to North Long Avenue,

to those of a B2-1 Neighborhood Mixed-Use 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. 13-L.
(Application No. 22428)
(Common Address: 5430 W. Foster Ave.)

[O2024-0009003]

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-L in the area bounded by:

West Gettysburg Street; a line 200 feet west of and parallel to North Long Avenue; West Foster Avenue; and a line 366.65 feet west of and parallel to North Long Avenue,

to those of a B2-1 Neighborhood Mixed-Use 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. 14-E.
(Application No. 22412)
(Common Address: 634 E. 61st St.)

[O2024-0008883]

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 B2-1 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 14-E in an area bounded by:

East 61st Street; South Champlain Avenue; a line 71.25 feet north of and parallel to East 61st Street; and a line 70.37 feet east of and parallel to South Champlain Avenue,

to those of a B2-2 Neighborhood Mixed-Use District and a corresponding use district 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. 16-H.
(As Amended)
(Application No. 22438T1)
(Common Address: 6410 S. Honore St.)

[SO2024-0009017]

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 16-H in the area bounded by:

a line 89.0 feet south of and parallel to West 64th Street; South Honore Street; a line 119.0 feet south of and parallel to West 64th Street; and the alley next west of and parallel to West 64th Street,

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 publication.

[Proposed Site Plan; Basement, First and Second Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 12491 through 12493 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final Publication

22438-T1

SUBSTITUTE PROJECT NARRATIVE AND PLANS

TYPE 1 REZONING

6410 S. HONORE ST.

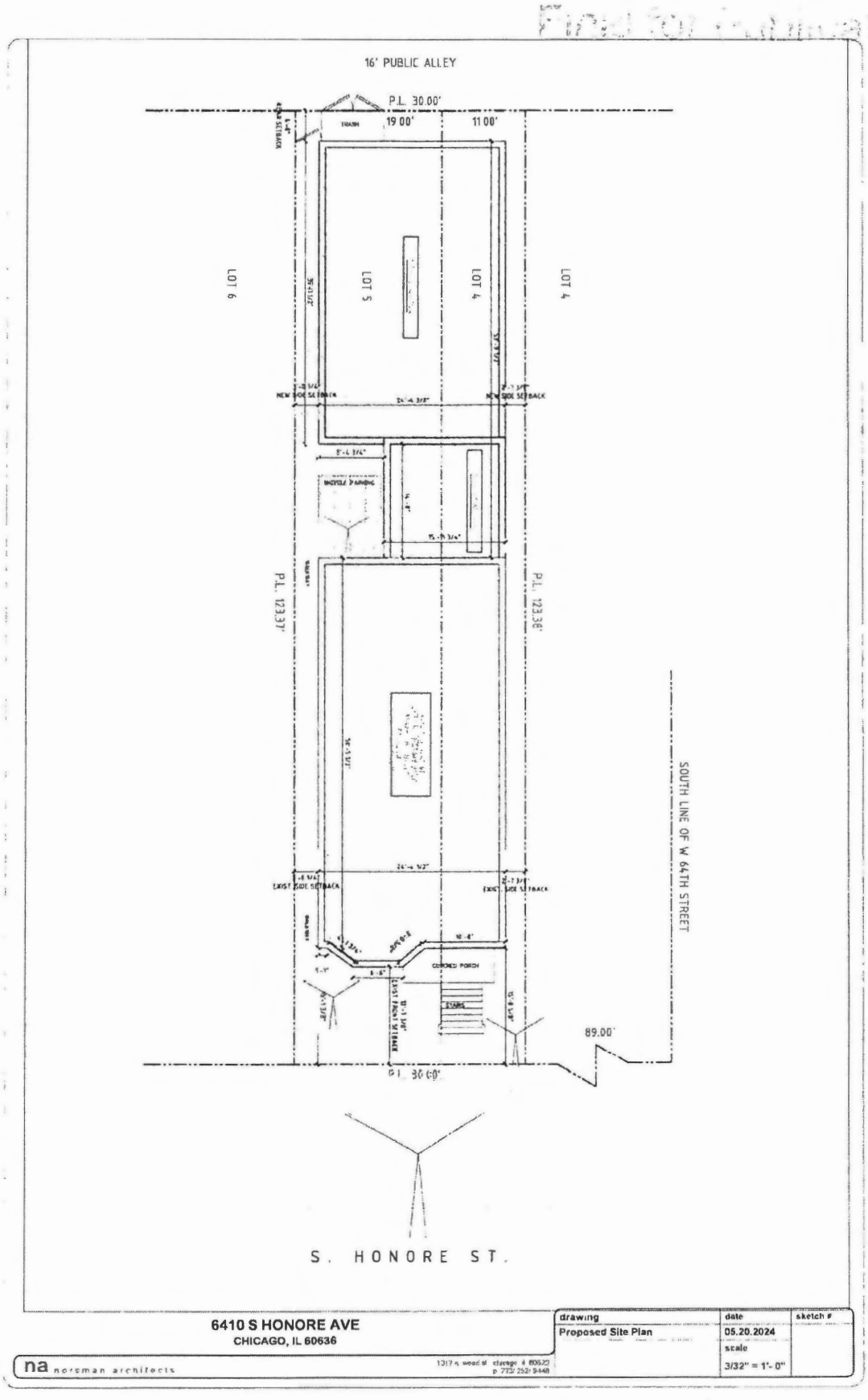
The Applicant is proposing a Zoning Map Amendment from the RS3, Residential Single-Unit (Detached House) District to the B2-1, Neighborhood Mixed-Use District.

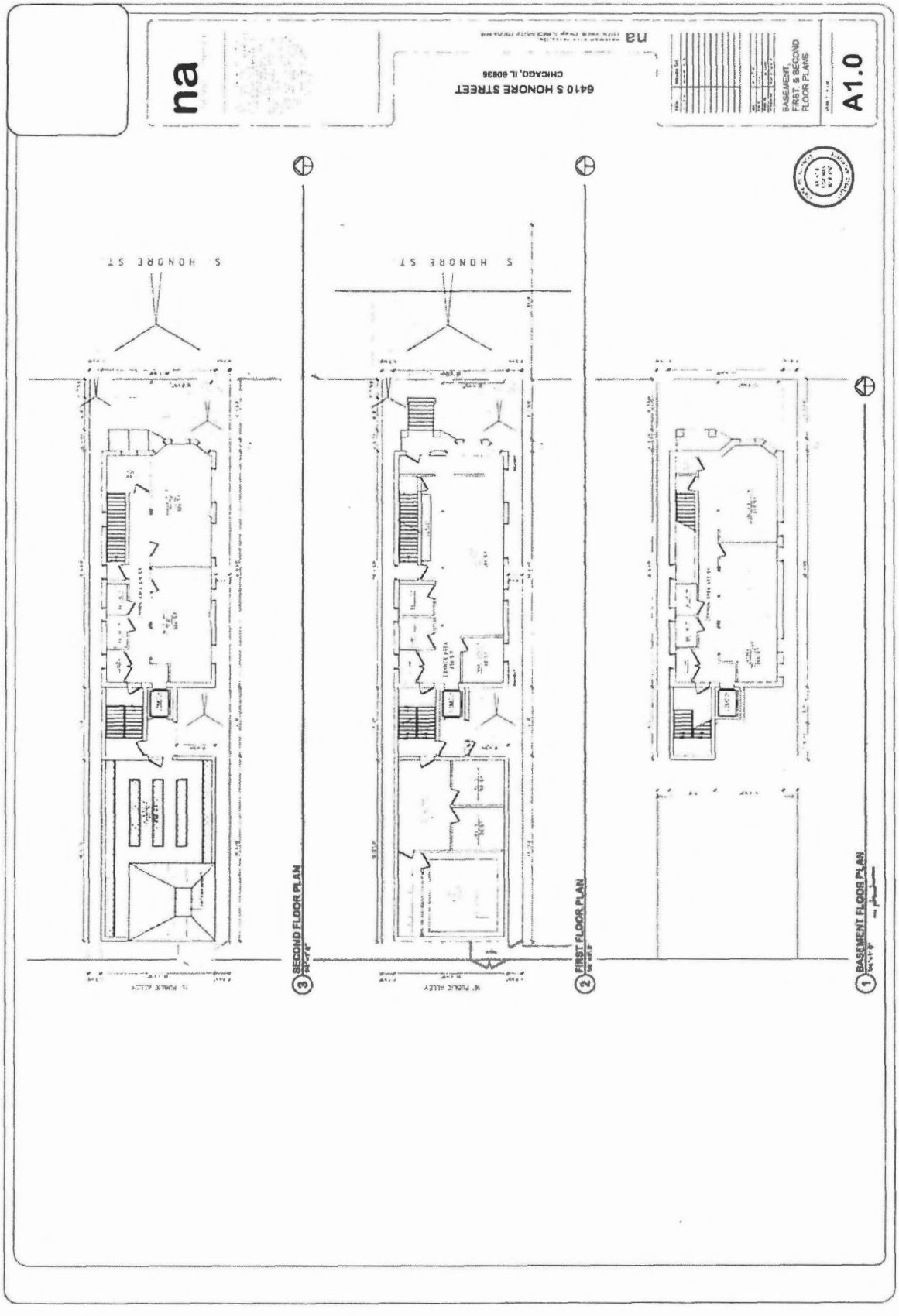
The Applicant proposes to renovate and convert an existing 2-story brick multi-unit residence and build a 1- and 2-story rear addition, for use as a community center. When completed, the building floor area will be 3,955 sq. ft. The building height will be 30'-2". The site is a Transit Served Location, approximately 798' from the 63rd Street bus.

The Applicant also seeks Type-I Application Relief pursuant to section 17-13-030-D of the Chicago Zoning Ordinance for an Administrative Adjustment under section 17-13-1003-EE to reduce one (1) required automobile parking space to zero (0) for properties located at Transit Served Locations.

Proposed Zoning:	B2-1, Neighborhood Mixed-Use District.
1) Floor Area and Floor Area Ratio	
a) Lot Area	3,701.1 sq. ft.
b) Total building area	3,955 sq. ft.
c) FAR	1.07
2) Minimum Lot Area per unit	N/A
3) Amount of off-street parking	0 *
4) Setbacks	Front: 12'-7" Existing North: 2'-7 3/8" Existing South: 3'-0 1/4" Existing Rear: 4'-0"
5) Building height	30'-2" Existing

* The Applicant seeks optional Administrative Adjustment relief under section 17-13-0303-D to reduce auto parking from one (1) space to zero (0).


16' PUBLIC ALLEY
P.L. 30.00'
19.00'
11.00'
LOT 6
LOT 5
LOT 4
LOT 4
P.L. 123.37'
P.L. 123.38'
SOUTH LINE OF W 64TH STREET
89.00'
S. HONORE ST.
6410 S HONORE AVE
CHICAGO, IL 60636
drawing
Proposed Site Plan
date
05.20.2024
scale
3/32" = 1'- 0"
sketch #
na norsman architects


na
6410 S HONORE STREET
CHICAGO, IL 60636
BASEMENT, FIRST, & SECOND FLOOR PLANS
A1.0
S HONORE ST
S HONORE ST
3 SECOND FLOOR PLAN
2 FIRST FLOOR PLAN
1 BASEMENT FLOOR PLAN

Final for
6410 S HONORE STREET
CHICAGO, IL 60636
EXTERIOR ELEVATIONS
A2.0
4 NORTH ELEVATION
3 SOUTH ELEVATION
2 WEST ELEVATION
1 EAST ELEVATION

Reclassification Of Area Shown On Map No. 18-F.
(Application No. 22423T1)
(Common Address: 632 -- 658 W. 79th St., 7851 -- 7859 S. Union Ave.
And 7850 -- 7858 S. Lowe Ave.)

[O2024-0008964]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 18-F in the area bounded by:

the alley next north of and parallel to West 79th Street; South Lowe Avenue; West 79th Street; and South Union Avenue,

to those of a C1-2 Neighborhood Commercial District which is hereby established in the area above described.

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

[Proposed Site Plan; Landscape Plan; Proposed Floor Plan;
Proposed Plan Elevations Notes -- East Building;
and Proposed Elevations, Notes and Details
attached to this ordinance printed on
pages 12496 through 12500
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

TYPE 1 ZONING MAP AMENDMENT
NARRATIVE AND PLANS

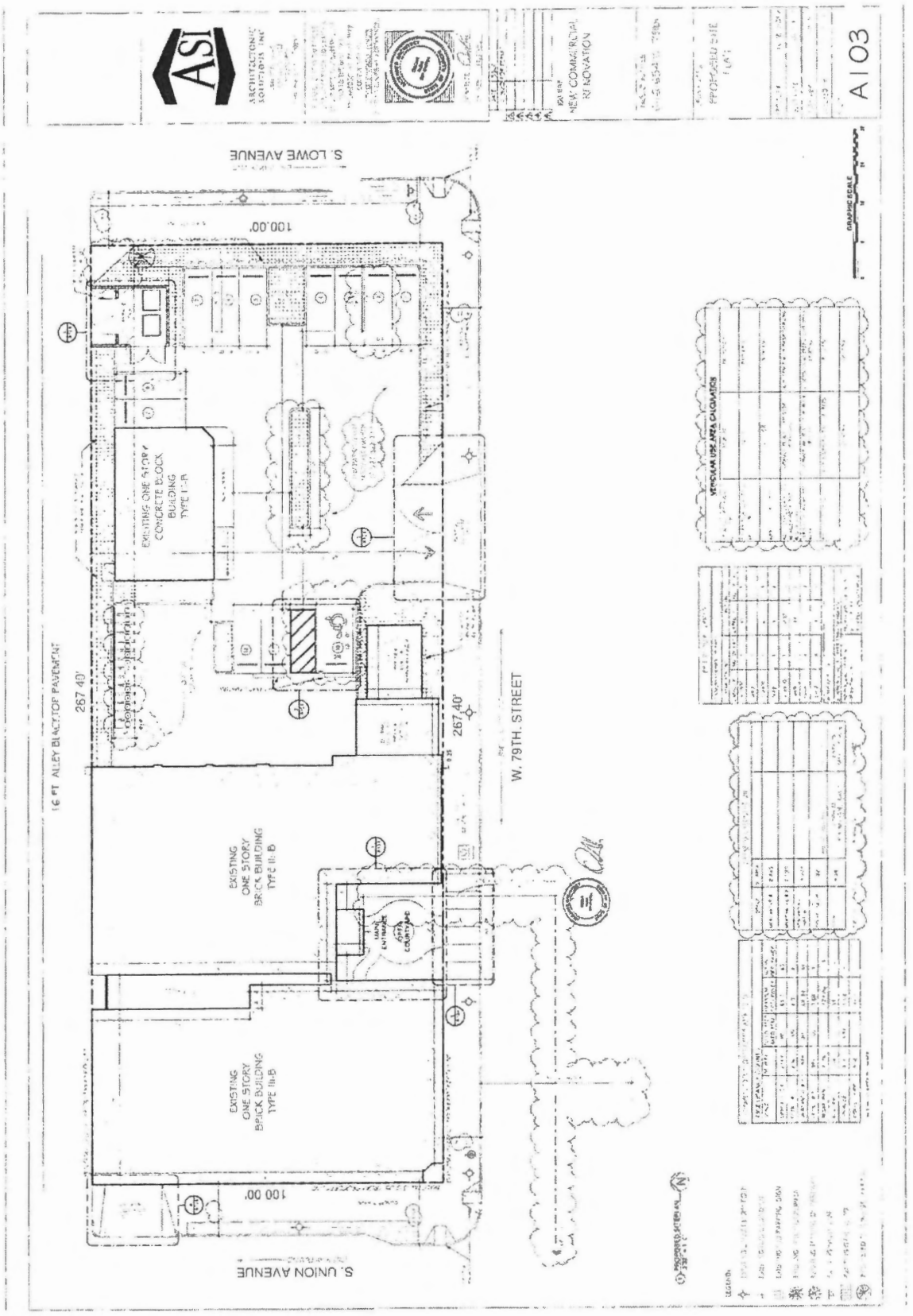
Re: 632–658 W. 79th St., 7851–7859 S. Union Ave., 7850–7858 S. Lowe Ave.

The Applicant seeks a change in zoning from B1-2 Neighborhood Shopping District to C1-2 Neighborhood Commercial District.

The Applicant proposes to allow a general restaurant use and catering services, and public place of amusement and tavern licenses. As per Section 17-13-0303-D, the Type 1 filing will seek a variation for transit-served location parking relief as per Section 17-13-1101, and a variation as per Section 17-13-1101 to establish a public place of amusement.

Lot Area:	**26,740 square feet**
Floor Area Ratio (maximum):	**0.5**
Dwelling Units:	**0 dwelling units**
Off-Street Parking (minimum):	* **12 parking spaces**
Front Setback (existing) (south property line / 79th Street):	**0 feet**
Side Setback (west property line / Union Avenue):	**0 feet**
Side Setback (east property line / Lowe Avenue):	**5 feet / per site plan**
Rear Setback (north property line):	**0 feet**
Building Height (zoning height):	**19 feet 4 inches**

*The Applicant will comply with Section 17-3-0307 Exceptions of the Chicago Air Quality Ordinance should such provision be determined to be applicable.


FINAL FOR PUBLICATION
S. LOWE AVENUE
100.00'
EXISTING ONE STORY CONCRETE BLOCK BUILDING TYPE I - R
267.40'
16 FT ALLEY BLACKTOP PAVEMENT
267.40'
W. 79TH. STREET
EXISTING ONE STORY BRICK BUILDING TYPE II-B
EXISTING ONE STORY BRICK BUILDING TYPE II-B
100.00'
S. UNION AVENUE
ASI
NEW COMMERCIAL RENOVATION
A103

FINAL PLAN PUBLICATION
S. LOWE AVENUE
S. UNION AVENUE
W. 79TH. STREET
16 FT ALLEY BLACKTOP
267.40'
100.00'
OPEN COURTYARD
LANDSCAPE PLAN
PLANT & MATERIAL SCHEDULE
LEGEND
A105

Reclassification Of Area Shown On Map No. 18-K.
(As Amended)
(Application No. 22426)
(Common Address: 7503 -- 7525 S. Cicero Ave.)
[SO2024-0008997]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 18-K in the following area:

a line 1,379.22 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; a line 71.32 feet east of and parallel to South Cicero Avenue; a line through a point 71.32 feet east of South Cicero Avenue and 1,401.08 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue, and a point 222.73 feet east of South Cicero Avenue and 1,402.44 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; a line through a point 222.73 feet east of South Cicero Avenue and 1,402.44 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue, and a point 222.33 feet east of South Cicero Avenue and 1,444.44 feet north of West 77th Street, as measured along the east right- of-way line of South Cicero Avenue; a line through a point 222.33 feet east of South Cicero Avenue and 1,444.44 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue, and a point 365.48 feet east of South Cicero Avenue and 1,448.72 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; a line through a point 365.48 feet east of South Cicero Avenue and 1,448.72 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue, and a point 377.00 feet east of South Cicero Avenue and 1,400.05 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; a line 377 feet east of and parallel to South Cicero Avenue; a line 1,052.36 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; a line 292 feet east of and parallel to South Cicero Avenue; a line 1,126.36 feet north of West 77th Street, as measured along the east right-of-way line of South Cicero Avenue; and a line 25.72 feet east of and parallel to South Cicero Avenue,

to those of a C1-2 Neighborhood Commercial District which is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 22-C.
(As Amended)
(Application No. 222327)
(Common Address: 1614 -- 1906 E. 95th St.)

[SO2024-0007025]

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 M1-1 Limited Manufacturing District symbols and indications and Commercial-Business Planned Development Number 484 symbols and indications as shown on Map Number 22-C in the area bounded by:

a line 203 feet north of and parallel to East 95th Street; a line 536 feet west of and parallel to South Jeffrey Boulevard; East 95th Street; and South Stony Island Avenue,

to those of an M1-1 Limited Manufacturing District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the M1-1 Limited Manufacturing District symbols and indications as shown on Map Number 22-C in the area bounded by:

a line 203 feet north of and parallel to East 95th Street; a line 536 feet west of and parallel to South Jeffrey Boulevard; East 95th Street; and South Stony Island Avenue,

to those of Industrial Planned Development Number 484, as amended.

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:

Industrial Planned Development No. 484, As Amended.

Planned Development Statements.

1. The area delineated herein as Industrial Planned Development Number 484, as amended (the "Planned Development" or "P.D.") consists of approximately 387,770 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). FlexSol Packaging Corporation of Chicago, doing business as ISOFlex Packaging is the "Applicant" for this Planned Development pursuant to authorization from the owners of the Property.

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.

   All work proposed in the public way 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; an Existing Zoning Map, an Existing Land-Use Map, a P.D. Boundary and Property Line Map, an Overall Site Plan, an Existing Building -- West End Site Plan/Landscape Plan, an Existing Building -- East End Site Plan/Landscape Plan, a New One-Story Warehouse Addition Site Plan/Landscape Plan, a New One-Story Industrial Building Site Plan/Landscape Plan, and Building Elevations (3 Sheets), all prepared by ArchAmerica and dated May 16, 2024, submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as Industrial Planned Development: office; manufacturing, production and industrial service (artisan, limited,

and general); warehousing, wholesaling, and freight movement (excluding container storage and freight terminal as principal uses, and outdoor storage of raw materials as a principal use); vehicle storage; fleet storage; general retail sales (limited to accessory sales of goods produced on-site and not exceeding 20 percent of the on-site gross floor area); residential storage warehouse; communication service establishments; business support services; building maintenance services; animal services; co-located and freestanding wireless communication facilities; incidental and accessory uses; and accessory parking.

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. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 387,770 square feet and a base FAR of 1.2.

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. 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.

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 alderperson 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

* Editor's Note: Numbering sequence error; (i) missing in original document.

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.

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 M1-1 Limited Manufacturing District.

[Existing Land-Use Plan; Existing Zoning Map; Overall Site Plan; Boundary and Property Line Map; Existing Buildings East and West End -- Site Plan/ Landscape Plan; New One-Story Industrial Building and Warehouse Addition -- Site/Landscape Plan; and Building Elevations referred to in these Plan of Development Statements printed on pages 12507 through 12517 of this *Journal*.]

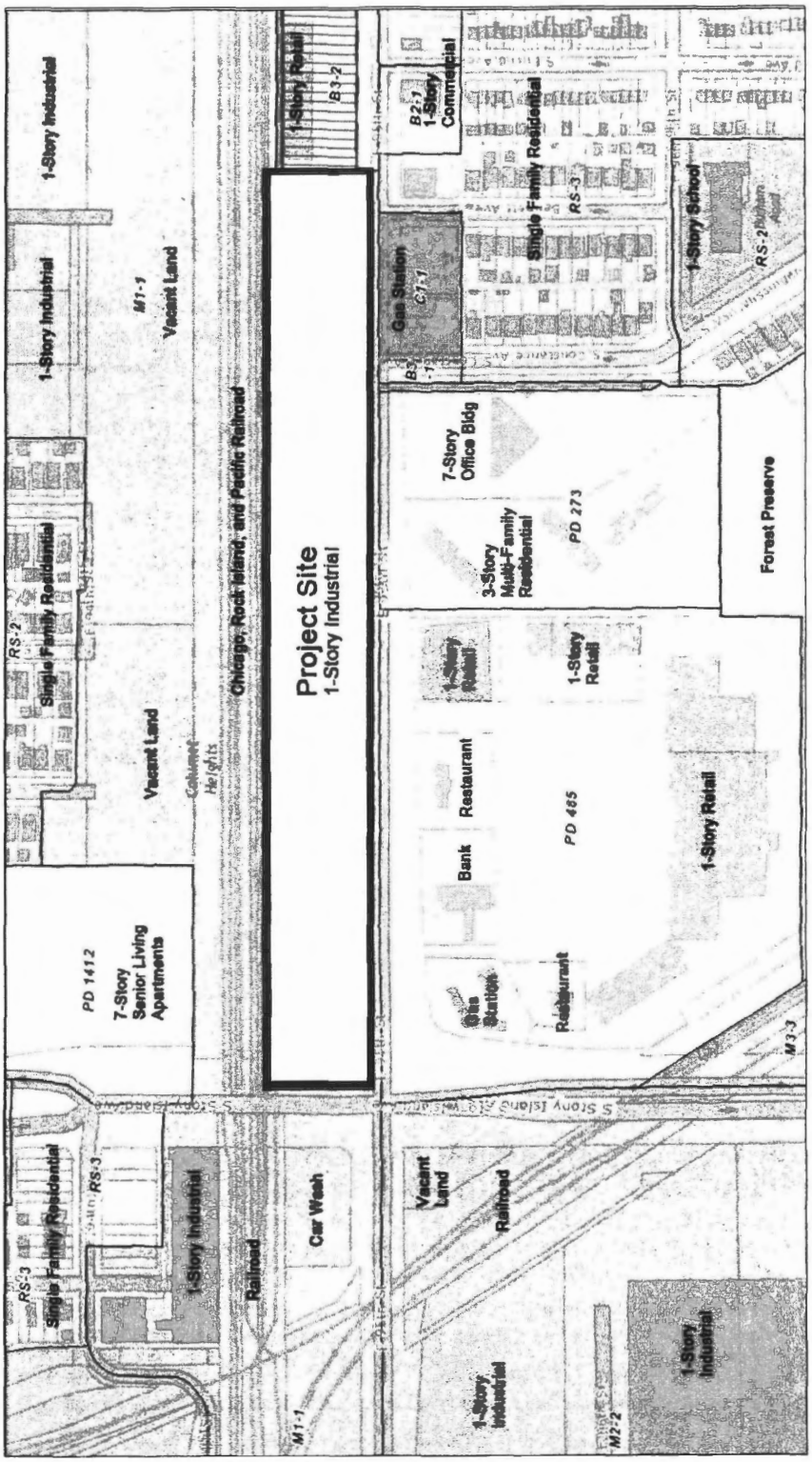
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Industrial Planned Development No. 484, As Amended.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	508,110
Area of Public Rights-of-Way (square feet):	120,340
Net Site Area (square feet):	387,770
Maximum Floor Area Ratio:	1.2
Minimum Parking Spaces:	110
Minimum Bicycle Parking:	12
Minimum Loading Berths:	4
Maximum Building Height:	40 feet
Minimum Setbacks:	In accordance with plans

FINAL FOR PUBLICATION



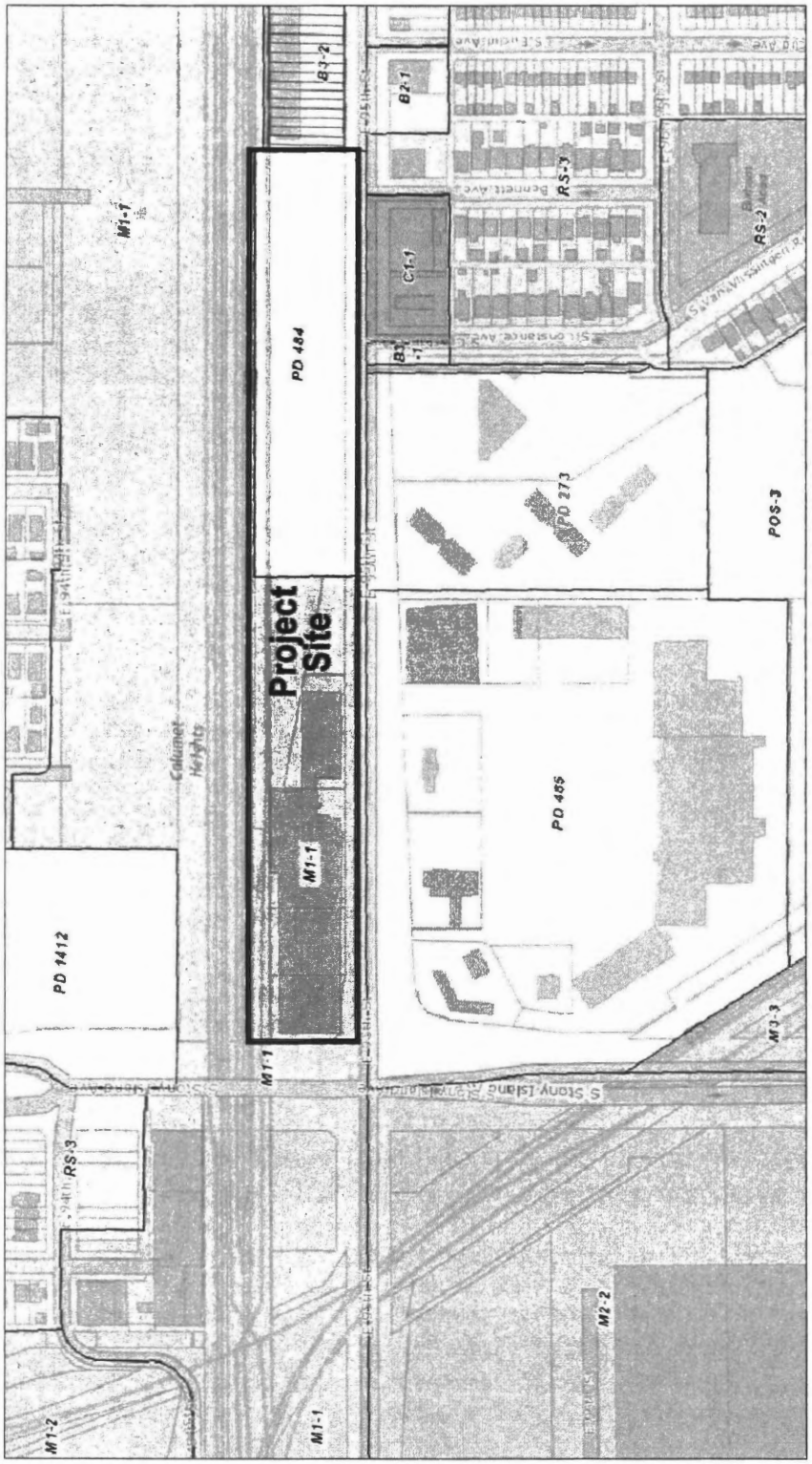
N

Existing Land Use Plan

NO SCALE

Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024

FINAL FOR PUBLICATION



N

Existing Zoning Map

NO SCALE

Applicant: FlexSol Packaging Corp. of Chicago

Address: 1614-1906 E. 95th Street

Date Introduced: January 24, 2024

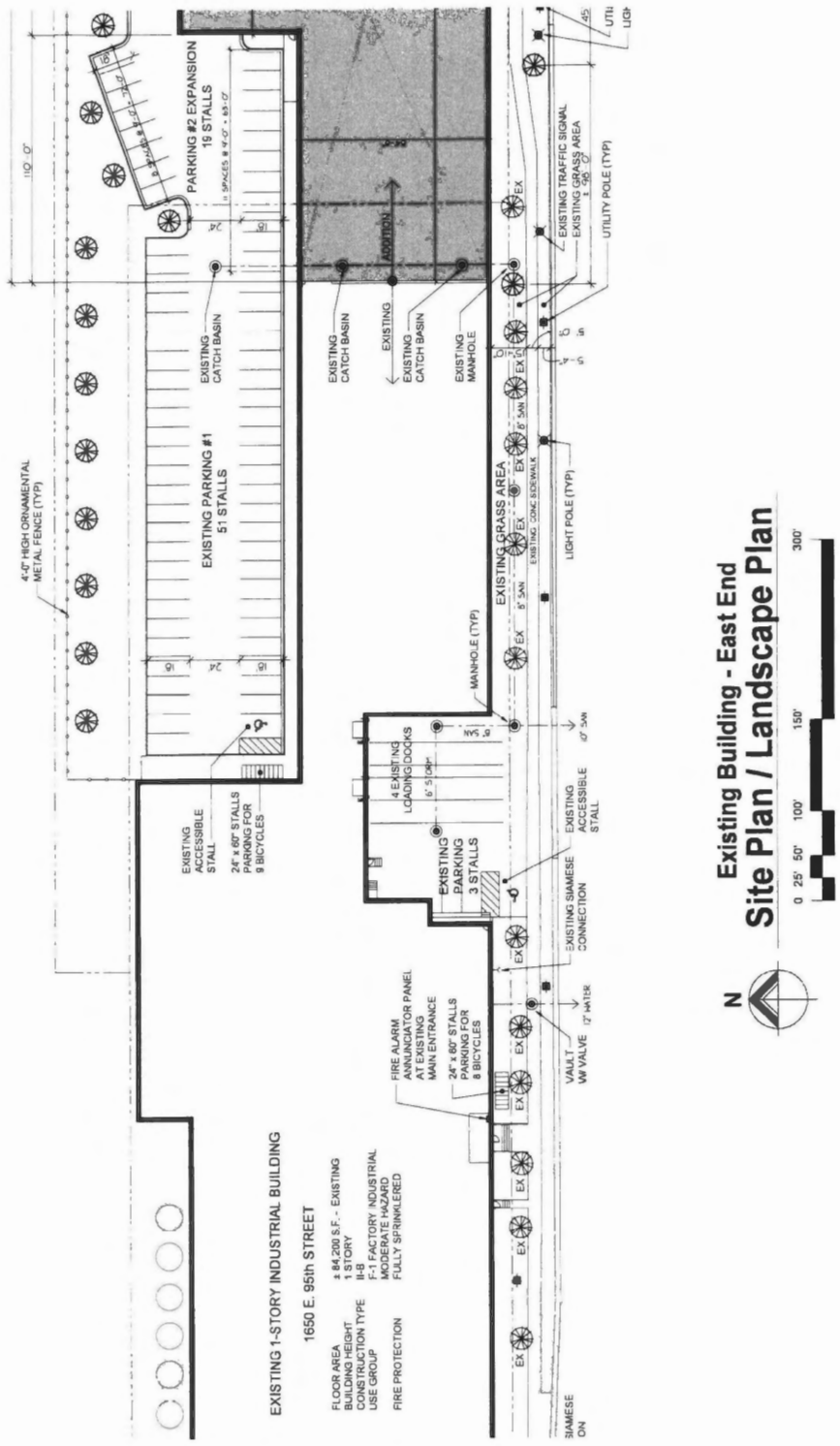
Plan Commission: May 16, 2024

FINAL FOR PUBLICATION
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024
Overall Site Plan
0 25' 50' 100' 150' 300'
N
VEHICULAR USE AREA
EXISTING PARKING LOT #1 14,578 S.F
PARKING EXPANSION #2 5,453 S.F
LOADING / PARKING AREA #3 38,400 S.F
NEW PARKING #4 9,382 S.F
TOTAL VEHICULAR PAVED AREA 67,813 S.F
INTERIOR LANDSCAPING REQUIRED 67,813 X 0.1= 6,781 S.F.
INTERIOR LANDSCAPING PROVIDED 10,324 S.F
INTERIOR TREES REQUIRED 6,781 / 125 = 55 TREES
PARKWAY TREES REQUIRED 1581 / 25 LF = 64 TREES
INTERIOR TREES PROVIDED 81 TREES
NEW PARKWAY TREES PROVIDED 33 TREES
EXISTING PARKWAY TREES 19 TREES
TOTAL TREES 133 TREES
NEW 1-STORY INDUSTRIAL BUILDING
NEW 1-STORY WAREHOUSE ADDITION
EXISTING BUILDING
E 95th Street
S Stony Island Avenue

FINAL FOR PUBLICATION
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024
PD Boundary & Property Line Map
N
0 50' 100' 150' 300' 600'
PROPOSED BUILDING SITE
250,134 S.F
EXISTING BUILDING SITE
137,636 S.F
EXISTING ZONING BOUNDARY LINE
ZONING BOUNDARY LINE
E 95TH STREET
S STONY ISLAND AVENUE
CHICAGO ROCK ISLAND AND PACIFIC RAILROAD

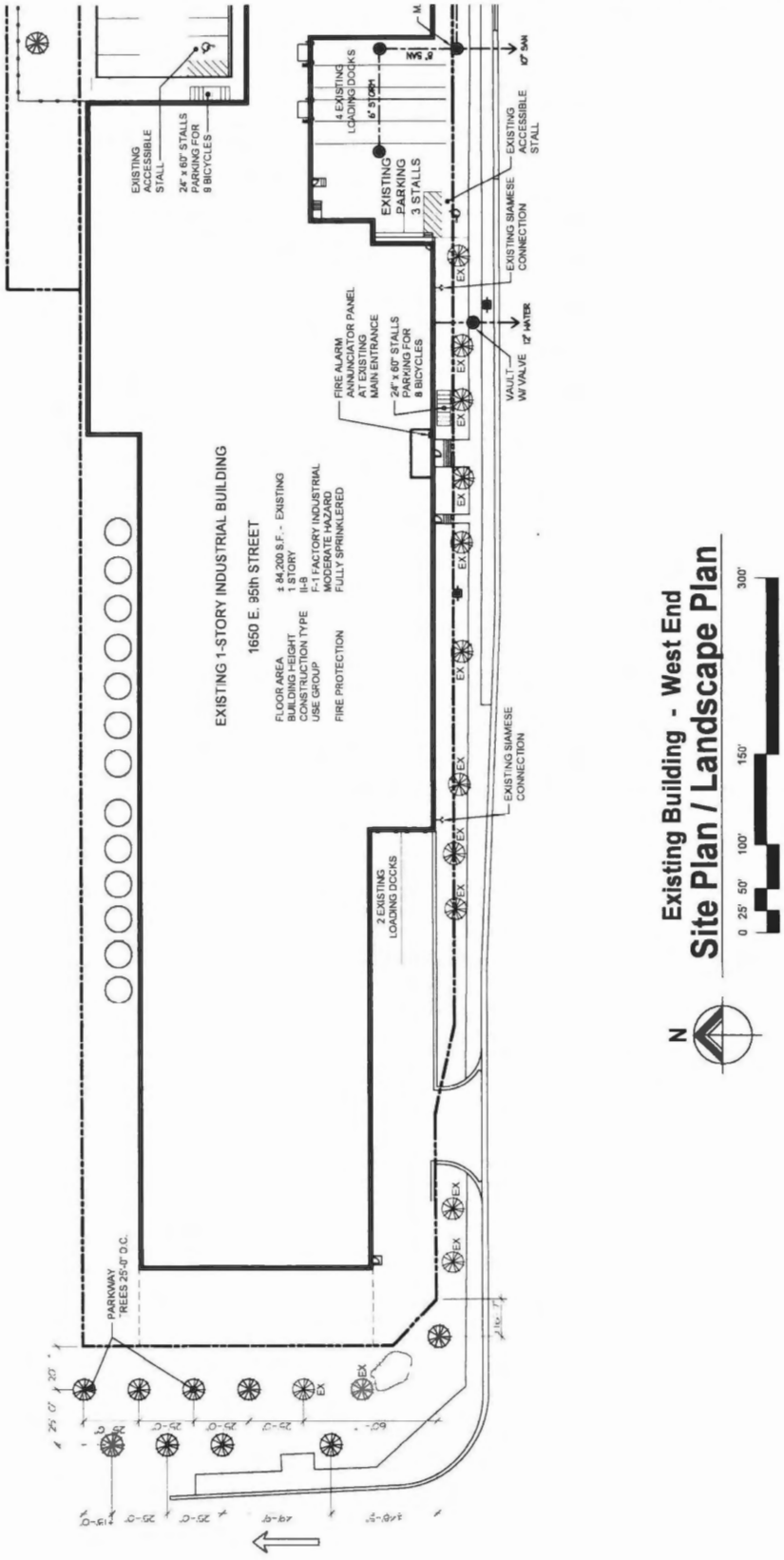
FINAL FOR PUBLICATION

Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024



Existing Building - East End
Site Plan / Landscape Plan

FINAL FOR PUBLICATION

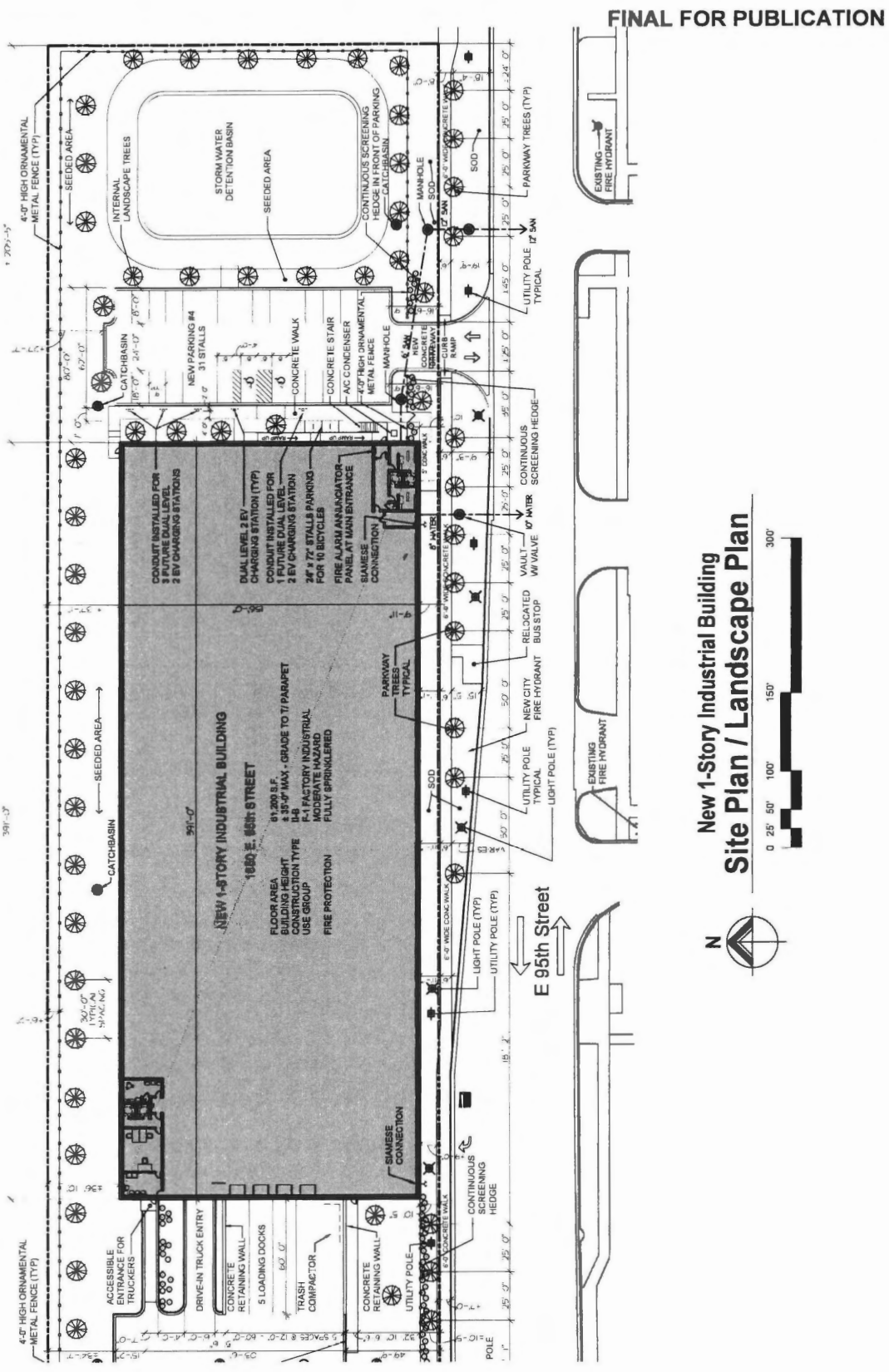


Applicant: FlexSol Packaging Corp. of Chicago

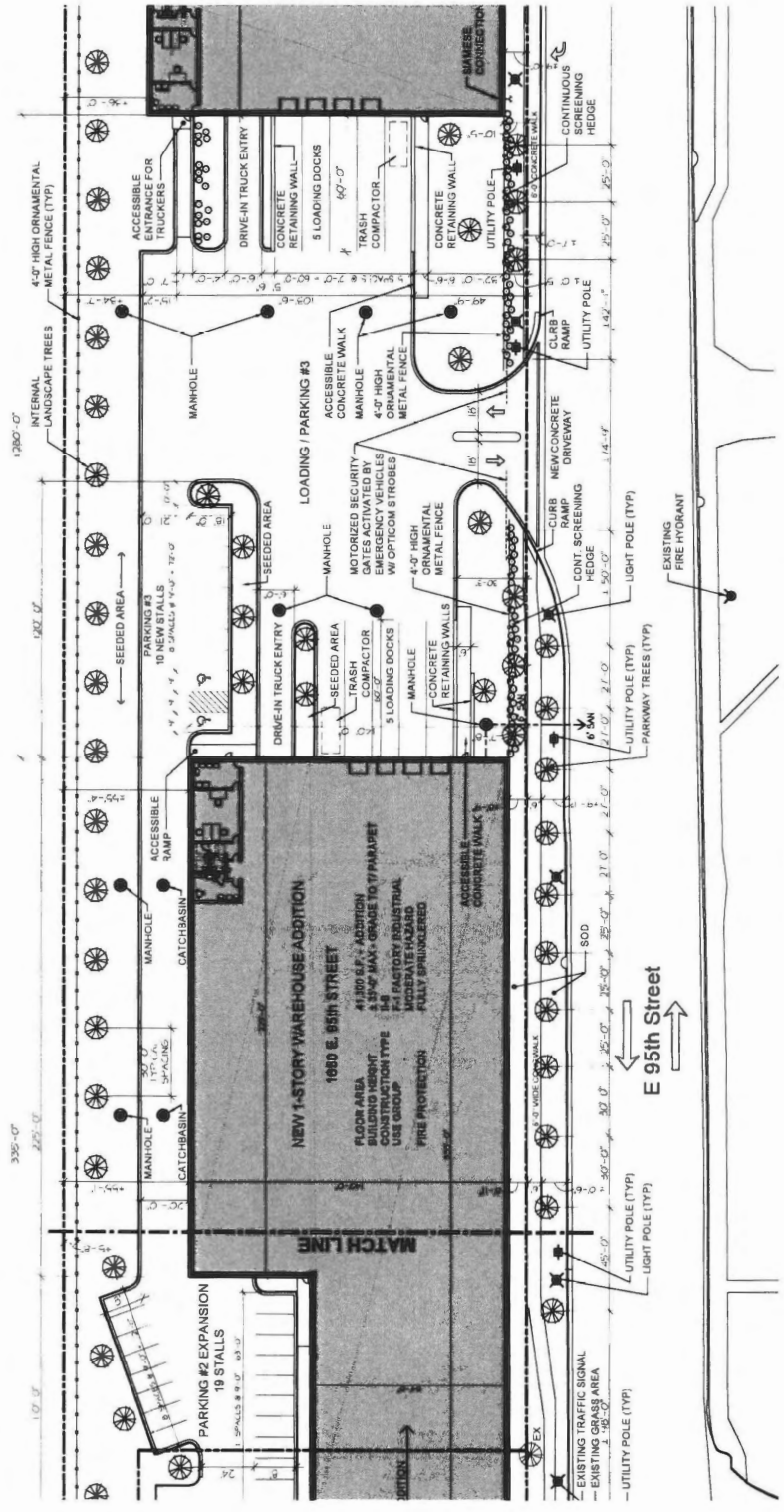
Address: 1614-1906 E. 95th Street

Date Introduced: January 24, 2024

Plan Commission: May 16, 2024


FINAL FOR PUBLICATION
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024
New 1-Story Industrial Building
Site Plan / Landscape Plan
N
0 25' 50' 100' 150' 300'
E 95th Street
NEW 1-STORY INDUSTRIAL BUILDING
1614-1906 E. 95th STREET
STORM WATER DETENTION BASIN
SEEDED AREA
INTERNAL LANDSCAPE TREES
NEW PARKING #4 31 STALLS
CONCRETE WALK
CONCRETE STAIR
A/C CONDENSER
CONTINUOUS SCREENING HEDGE IN FRONT OF PARKING
CATCHBASIN
MANHOLE
SOD
PARKWAY TREES (TYP)
4'-0" HIGH ORNAMENTAL METAL FENCE (TYP)
CONDUIT INSTALLED FOR 3 FUTURE DUAL LEVEL 2 EV CHARGING STATIONS
DUAL LEVEL 2 EV CHARGING STATION (TYP)
CONDUIT INSTALLED FOR 1 FUTURE DUAL LEVEL 2 EV CHARGING STATION
24" x 72" STALLS PARKING FOR 10 BICYCLES
FIRE ALARM ANNUNCIATOR PANEL AT MAIN ENTRANCE
SIAMESE CONNECTION
FLOOR AREA ± 81,200 S.F.
BUILDING HEIGHT ± 35'-0" MAX. - GRADE TO T/ PARAPET
CONSTRUCTION TYPE II-B
USE GROUP F-1 FACTORY INDUSTRIAL
MODERATE HAZARD
FIRE PROTECTION FULLY SPRINKLERED
PARKWAY TREES TYPICAL
NEW CITY FIRE HYDRANT
RELOCATED BUS STOP
VAULT W/ VALVE
CONTINUOUS SCREENING HEDGE
UTILITY POLE TYPICAL
LIGHT POLE (TYP)
EXISTING FIRE HYDRANT
ACCESSIBLE ENTRANCE FOR TRUCKERS
DRIVE-IN TRUCK ENTRY
CONCRETE RETAINING WALL
5 LOADING DOCKS
TRASH COMPACTOR
CONCRETE RETAINING WALL
UTILITY POLE

FINAL FOR PUBLICATION

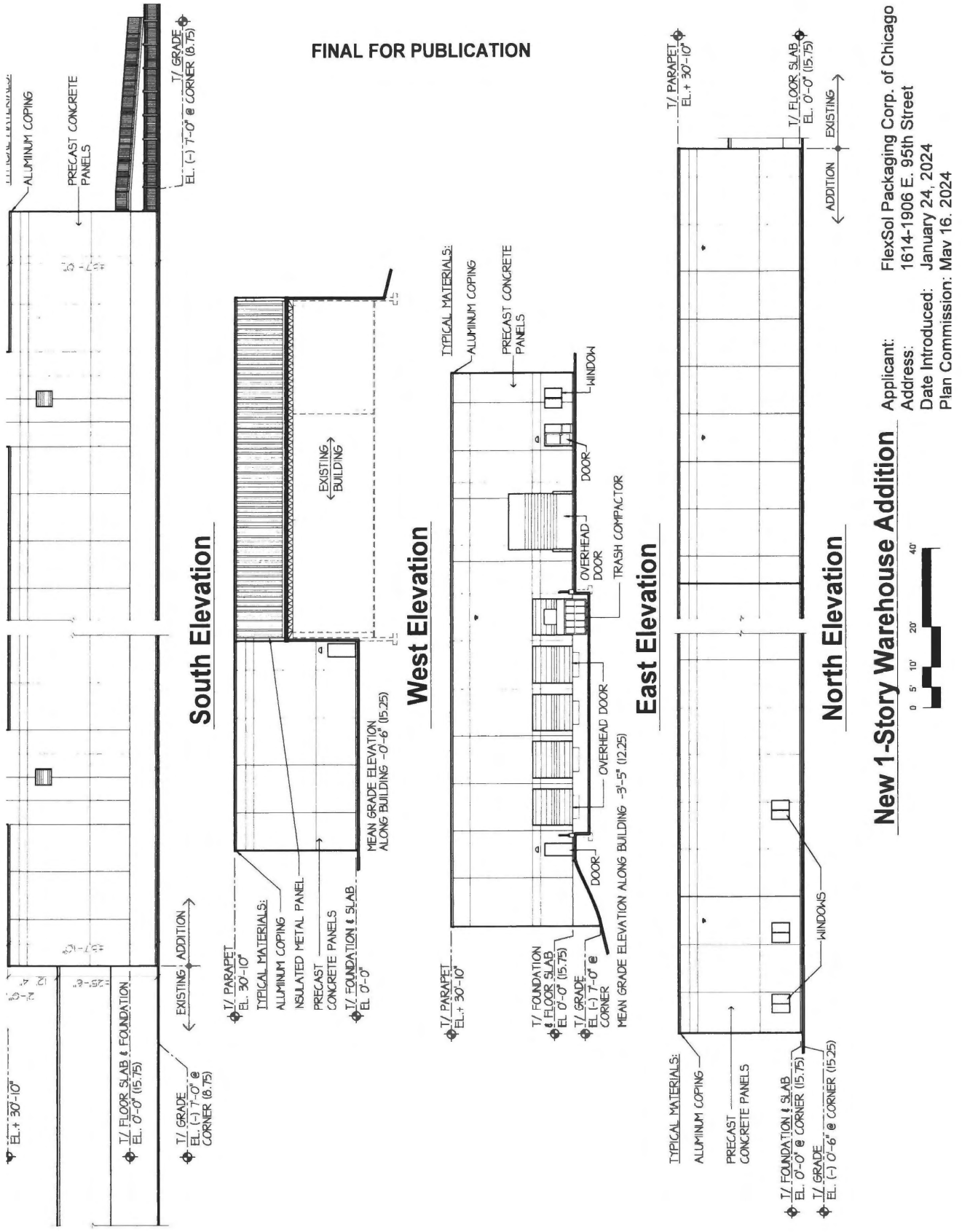


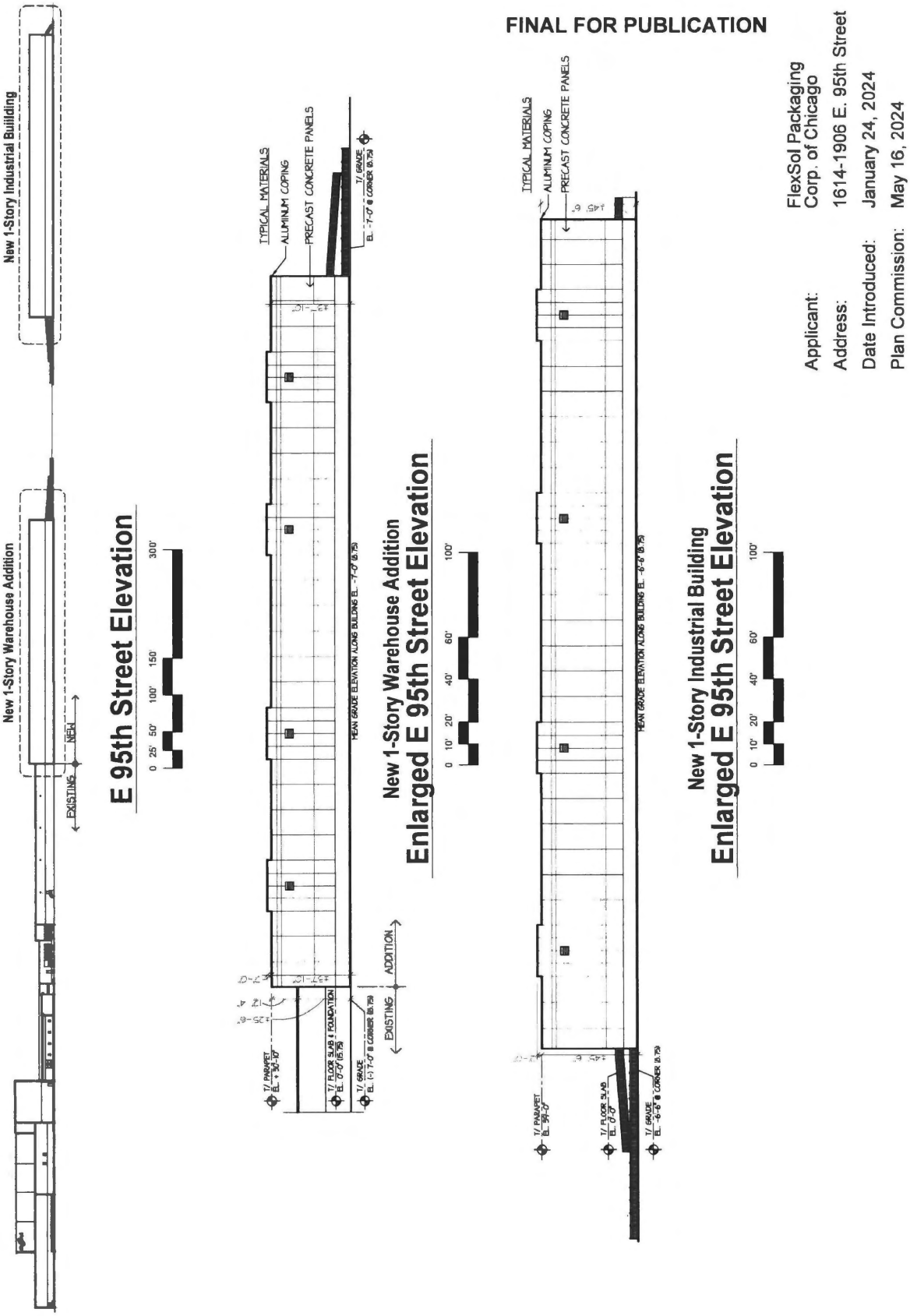
Applicant: FlexSol Packaging Corp. of Chicago

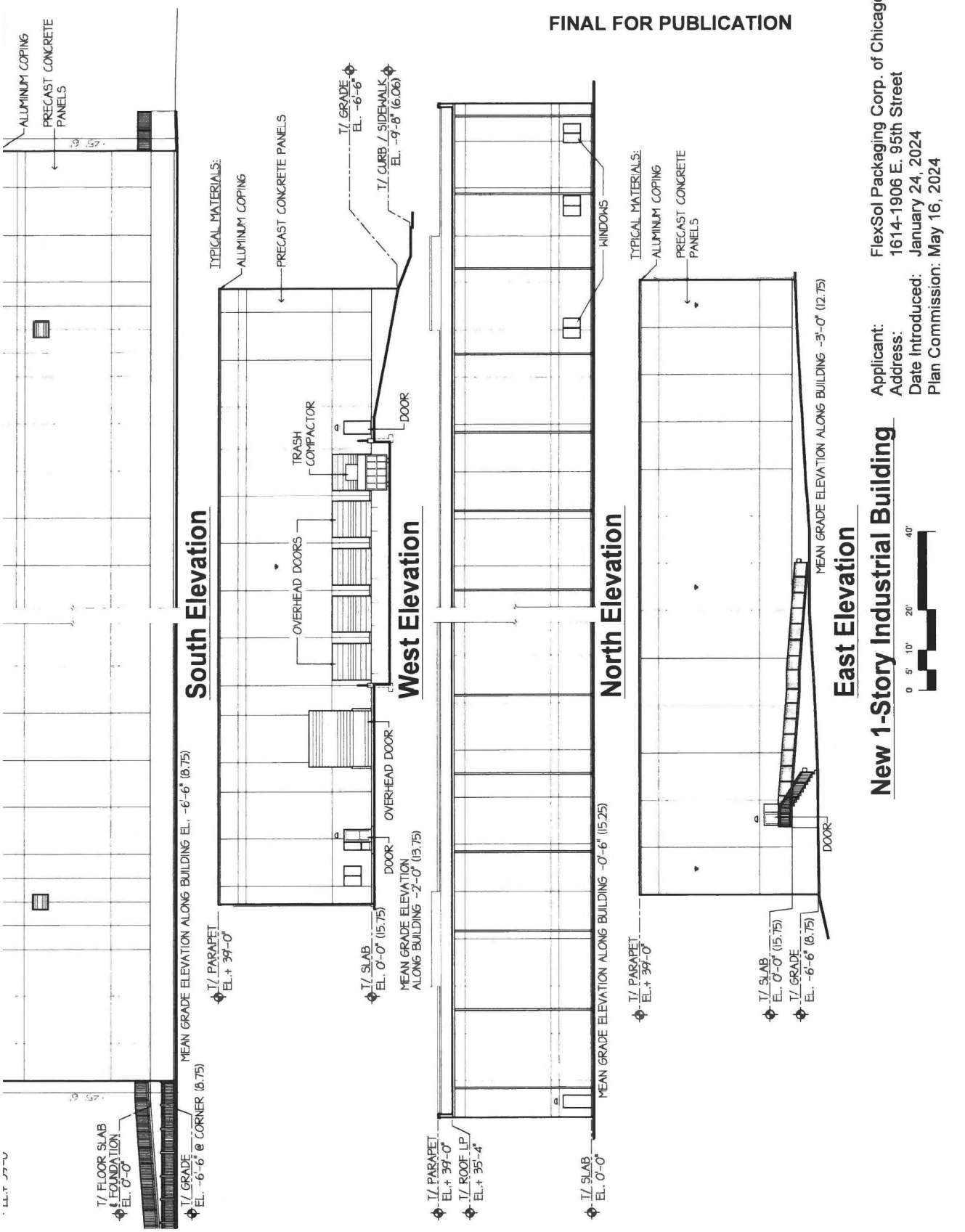
Address: 1614-1906 E. 95th Street

Date Introduced: January 24, 2024

Plan Commission: May 16, 2024


FINAL FOR PUBLICATION
South Elevation
West Elevation
East Elevation
North Elevation
New 1-Story Warehouse Addition
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16. 2024
ALUMINUM COPING
PRECAST CONCRETE PANELS
T/ GRADE EL. (-) 7'-0" @ CORNER (8.75)
EL.+ 30'-10"
T/ FLOOR SLAB & FOUNDATION EL. 0'-0" (15.75)
EXISTING ADDITION
T/ GRADE EL. (-) 7'-0" @ CORNER (8.75)
EXISTING BUILDING
T/ PARAPET EL. 30'-10"
TYPICAL MATERIALS:
ALUMINUM COPING
INSULATED METAL PANEL
PRECAST CONCRETE PANELS
T/ FOUNDATION & SLAB EL 0'-0"
MEAN GRADE ELEVATION ALONG BUILDING -0'-6" (15.25)
T/ PARAPET EL.+ 30'-10"
TYPICAL MATERIALS:
ALUMINUM COPING
PRECAST CONCRETE PANELS
WINDOW
DOOR
OVERHEAD DOOR
TRASH COMPACTOR
T/ FOUNDATION & FLOOR SLAB EL 0'-0" (15.75)
T/ GRADE EL (-) 7'-0" @ CORNER
OVERHEAD DOOR
DOOR
MEAN GRADE ELEVATION ALONG BUILDING -3'-5" (12.25)
T/ PARAPET EL.+ 30'-10"
T/ FLOOR SLAB EL. 0'-0" (15.75)
EXISTING
ADDITION
TYPICAL MATERIALS:
ALUMINUM COPING
PRECAST CONCRETE PANELS
WINDOWS
T/ FOUNDATION & SLAB EL. 0'-0" @ CORNER (15.75)
T/ GRADE EL. (-) 0'-6" @ CORNER (15.25)
0 5' 10' 20' 40'


FINAL FOR PUBLICATION
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024
New 1-Story Industrial Building
New 1-Story Warehouse Addition
EXISTING
NEW
E 95th Street Elevation
0 25' 50' 100' 150' 300'
TYPICAL MATERIALS
ALUMINUM COPING
PRECAST CONCRETE PANELS
MEAN GRADE ELEVATION ALONG BUILDING EL. -7'-0" (6.75)
T/ PARAPET EL. +32'-10"
T/ FLOOR SLAB + FOUNDATION EL. 0'-0" (6.75)
T/ GRADE EL. (-) 7'-0" @ CORNER (6.75)
ADDITION
EXISTING
New 1-Story Warehouse Addition
Enlarged E 95th Street Elevation
0 10' 20' 40' 60' 100'
TYPICAL MATERIALS
ALUMINUM COPING
PRECAST CONCRETE PANELS
MEAN GRADE ELEVATION ALONG BUILDING EL. -6'-6" (6.75)
T/ PARAPET EL. 39'-0"
T/ FLOOR SLAB EL. 0'-0"
T/ GRADE EL. -6'-6" @ CORNER (6.75)
New 1-Story Industrial Building
Enlarged E 95th Street Elevation
0 10' 20' 40' 60' 100'


FINAL FOR PUBLICATION
South Elevation
West Elevation
North Elevation
East Elevation
New 1-Story Industrial Building
Applicant: FlexSol Packaging Corp. of Chicago
Address: 1614-1906 E. 95th Street
Date Introduced: January 24, 2024
Plan Commission: May 16, 2024
0 5' 10' 20' 40'
ALUMINUM COPING
PRECAST CONCRETE PANELS
TYPICAL MATERIALS:
T/ GRADE EL. -6'-6"
T/ CURB / SIDEWALK EL. -9'-8" (6.06)
TRASH COMPACTOR
DOOR
OVERHEAD DOORS
OVERHEAD DOOR
T/ SLAB EL. 0'-0" (15.75)
MEAN GRADE ELEVATION ALONG BUILDING -2'-0" (13.75)
T/ PARAPET EL.+ 39'-0"
MEAN GRADE ELEVATION ALONG BUILDING EL. -6'-6" (8.75)
T/ FLOOR SLAB & FOUNDATION EL. 0'-0"
T/ GRADE EL. -6'-6" @ CORNER (8.75)
WINDOWS
T/ ROOF LP EL.+ 35'-4"
T/ SLAB EL. 0'-0"
MEAN GRADE ELEVATION ALONG BUILDING -0'-6" (15.25)
MEAN GRADE ELEVATION ALONG BUILDING -3'-0" (12.75)

DESIGNATION OF JOHN B. MURPHY MEMORIAL AT 50 E. ERIE ST. AS CHICAGO LANDMARK.

[O2024-0008744]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the John B. Murphy Memorial (the "Building"), located at 50 East Erie Street, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies five criteria for landmark designation as set forth in Section 2-120-620 (1), (3), (4), (5) and (7) of the Municipal Code; and

WHEREAS, The Building represents the legacy and lasting ideals of Chicago surgeon Dr. John B. Murphy (1857 -- 1916), who reformed surgical practice through the establishment of the American College of Surgeons; and

WHEREAS, The American College of Surgeons occupied the building as an auditorium with office and library spaces from its completion in 1926 through the 1930s, and as an occasional professional meeting hall until 2003; and

WHEREAS, The memorial building was built with donations from over 2,000 Chicagoans and was transferred as a gift to the American College of Surgeons as part of their permanent home and headquarters in Chicago; and

WHEREAS, Locating the American College of Surgeons in Chicago established Chicago as a leader of both surgical research and of the surgical profession; and

WHEREAS, Dr. Murphy and the American College of Surgeons are significant in Chicago's medical history for their contributions to the improvement, standardization, development, and advancement of surgical technique; and

WHEREAS, Dr. Murphy established a new way to teach surgical methods through clinical classroom operations on real patients and by publishing his lectures in his own non-commercial journal; and

WHEREAS, The Building is also significant for its association with Chicago surgeon Dr. Franklin H. Martin, a leading force in the establishment of standards in the surgical profession and in the founding of the American College of Surgeons; and

WHEREAS, Dr. Martin also was a leading organizer in the construction of the building as a memorial to Dr. Murphy and in locating the American College of Surgeons in Chicago where it remains today; and

WHEREAS, The Building's exterior design represents a rare Chicago example of the French Renaissance style, a style of Beaux-Arts architecture that was popular in Paris during the late-nineteenth and early-twentieth centuries; and

WHEREAS, The Building's interior is equally opulent in its high level of quality of design, its use of materials, and the execution of its finishes and ornament; and

WHEREAS, The memorial building is finely crafted with traditional building materials. The exterior is of Bedford limestone with an exceptional set of bronze doors; and

WHEREAS, The interior is equally finely crafted with materials that include marble, highly ornate plasterwork, carved woodwork, cast and wrought metal, and stained glass; and

WHEREAS, The Building was designed by the firm of Marshall & Fox, which is significant in Chicago history for its involvement in the design of early apartment and commercial buildings that guided the development of Michigan Avenue and Lake Shore Drive in the early twentieth century, including 1550 North State Parkway; and 179, 199 and 209 East and 999 North Lake Shore Drive among others; and

WHEREAS, Marshall & Fox also designed theaters, residences, hotels and clubs. The firm, but Marshall especially, brought Classical elegance combined with modern luxury to these building types. Examples include, the Blackstone Hotel (1908), The South Shore Country Club (1908), The Drake Hotel (1920), the demolished Edgewater Beach Hotel (1923) and Sheridan Trust and Savings Bank Building (1924); and

WHEREAS, Benjamin Marshall, one of the architects who designed the building, is acknowledged as one of the most important and influential architects in Chicago during the first decades of the twentieth century. His work in the design of theaters contributed to the overall interior design and layout of the Murphy Memorial's main auditorium; and

WHEREAS, Tiffany Studios, a prominent New York City firm, cast and finished the impressive bronze doors on the memorial building's facade, which were sculpted by Charles Keck; and

WHEREAS, Willet Studios, a nationally significant art-glass firm based in Philadelphia, designed and built the grand memorial window on the north wall of the main auditorium; and

WHEREAS, The Building's highly ornamented facade, monumental scale, and slight setback from the street make it a visually prominent building that is highly visible along Erie Street, between Rush Street and Wabash Avenue; and

WHEREAS, The Building's form as a memorial to an individual makes it a rare building type in Chicago; and

WHEREAS, The Building's design was modeled after the 1901 Chapelle Notre Dame de Consolation in Paris, which itself is a memorial to a fire tragedy in that city; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On March 7, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the Building.

-- The major historic interior spaces of the Building at the piano nobile level above the ground floor as delineated in the Exhibit Drawing (attached hereto and incorporated herein), including:

  -- The lobby leading to the auditorium from the bronze doors.

  -- The anteroom to the west of the auditorium.

  -- The auditorium.

Additional Guidelines -- General

Pursuant to Section 2-120-740 of the Municipal Code, on June 8, 2023, the Permit Review Committee of the Commission approved, with conditions, a pre-permit submission, including drawings, for exterior and interior rehabilitation of the Building including a new rooftop addition (the "P.R.C. Project"). Notwithstanding the foregoing significant historical and architectural features listed above, the Building alterations and additions contained in the P.R.C. Project shall be permitted.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibit Drawing referred to in this ordinance printed on page 12524 of this *Journal*.]

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

Exhibit "A".

Legal Description.

Parcel 1:

The southwest quarter of Block 40 in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, except that part of said Block 40 bounded and described as follows: beginning at the southwest corner of said Block 40; thence north 00 degrees, 00 minutes, 00 seconds east along the west line of said Block 40, a distance of 109.05 feet to the northwest corner of the southwest quarter of said Block 40 (the west line of said Block 40 also being the east line of North Wabash Avenue); thence north 89 degrees, 52 minutes, 25 seconds east along the north line of the southwest quarter of said Block 40, a distance of 84.50 feet; thence south 00 degrees, 00 minutes, 38 seconds east, 19.14 feet; thence south 89 degrees, 52 minutes, 25 seconds west, 13.97 feet; thence south 00 degrees, 12 minutes, 44 seconds west, 7.71 feet; thence north 89 degrees, 48 minutes, 34 seconds east, 0.67 foot; thence south 00 degrees, 03 minutes, 08 seconds west, 82.22 feet to the south line of said Block 40, a distance of 71.10 feet to the place of beginning (the south line of said Block 40 also being the north line of East Erie Street), all in Cook County, Illinois.

Parcel 2:

An undivided one-half interest in the west 12 feet of the south 47 feet of the southeast quarter of Block 40 in Kinzie's Addition to Chicago, a subdivision of the north fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

50 East Erie Street
Chicago, Illinois.

Permanent Index Numbers:

17-10-108-016-0000; and

17-10-108-012-0000 (a portion).

EXHIBIT DRAWING

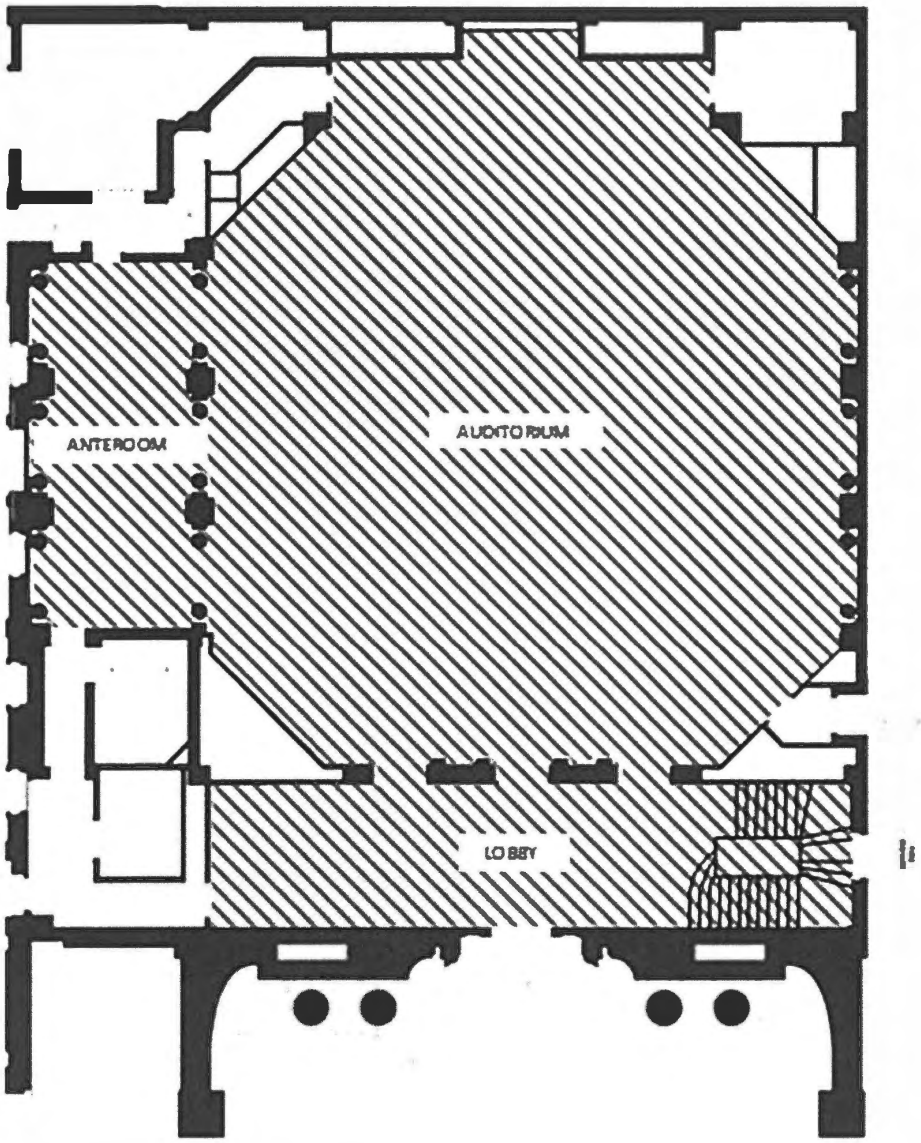


Exhibit Drawing

John B. Murphy Memorial, Plan of Piano Nobile Level

Significant Historical and Architectural Features

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. 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, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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):

1101 S. Canal St.

[Or2024-0008847]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Whole Foods
(* 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: 1101 South Canal Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 924

DOB Sign Permit Application Number: 101023100

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, 36 feet, 4 inches; height, 7 feet, 0 inches

   Total square feet in area: 254 feet, 0 inches
6. Height above grade: 52 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

2724 W. Cermak Rd.
(Permit No. 101048221)

[Or2024-0008876]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Latinos Progresando
(* 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 Cermak Road, Chicago, Illinois 60608

Zoning District: B3-2

DOB Sign Permit Application Number: 101048221

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, 10 feet, 2 inches; height, 1 foot, 10 inches

   Total square feet in area: 19 feet, 0 inches
6. Height above grade: 26 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

2724 W. Cermak Rd.
(Permit No. 101048222)

[Or2024-0008879]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Latinos Progresando
(* 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 Cermak Road, Chicago, Illinois 60608

Zoning District: B3-2

DOB Sign Permit Application Number: 101048222

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, 18 feet, 9 inches; height, 1 foot, 10 inches

   Total square feet in area: 34 feet, 0 inches
6. Height above grade: 26 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
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.

6417 S. Cicero Ave.
(Permit No. 101048596)

[Or2024-0008936]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Starbucks
(* 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: 6417 South Cicero Avenue, Chicago, Illinois 60638

Zoning District: B1-1

DOB Sign Permit Application Number: 101048596

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, 9 feet, 0 inches; height, 13 feet, 4 inches

   Total square feet in area: 120 feet, 0 inches
6. Height above grade: 12 feet, 25 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Integrity

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.

6417 S. Cicero Ave.
(Permit No. 101048597)

[Or2024-0008937]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Starbucks
(* 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: 6417 South Cicero Avenue, Chicago, Illinois 60638

Zoning District: B1-1

DOB Sign Permit Application Number: 101048597

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, 9 feet, 0 inches; height, 13 feet, 4 inches

   Total square feet in area: 120 feet, 0 inches
6. Height above grade: 12 feet, 25 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Integrity

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.

2300 N. Clybourn Ave.
(Permit No. 101048451)

[Or2024-0008764]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: The Salvation Army
(* 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: 2300 North Clybourn Avenue, Chicago, Illinois 60614

Zoning District: C1-3

DOB Sign Permit Application Number: 101048451

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, 1 inch; height, 7 feet, 0 inches

   Total square feet in area: 43 feet, 0 inches
6. Height above grade: 33 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2300 N. Clybourn Ave.
(Permit No. 101048452)

[Or2024-0008765]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: The Salvation Army
(* 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: 2300 North Clybourn Avenue, Chicago, Illinois 60614

Zoning District: C1-3

DOB Sign Permit Application Number: 101048452

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, 1 inch; height, 7 feet, 0 inches

   Total square feet in area: 43 feet, 0 inches
6. Height above grade: 33 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

360 N. Green St.
(Permit No. 101046017)

[Or2024-0008831]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BCG-360 North Green 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: 360 North Green Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 1407

DOB Sign Permit Application Number: 101046017

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, 10 feet, ⅝ inches; height, 4 feet, 0 inches

   Total square feet in area: 40 feet, 0 inches
6. Height above grade: 23 feet, 1½ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

360 N. Green St.
(Permit No. 101046018)

[Or2024-0008832]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BCG-360 North Green 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: 360 North Green Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 1407

DOB Sign Permit Application Number: 101046018

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, 31 feet, 3⅝ inches; height, 12 feet, 8 inches

   Total square feet in area: 396 feet, 0 inches
6. Height above grade: 347 feet, 4 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

360 N. Green St.
(Permit No. 101046019)

[Or2024-0008834]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BCG-360 North Green 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: 360 North Green Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 1407

DOB Sign Permit Application Number: 101046019

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, ¾ inches; height, 6 feet, 6 inches

   Total square feet in area: 104 feet, 0 inches
6. Height above grade: 53 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Poblocki Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1520 W. Harrison St.

[Or2024-0008845]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: RUSH University Medical 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: 1520 West Harrison Street, Chicago, Illinois 60607

Zoning District: Planned Development Number 168

DOB Sign Permit Application Number: 101046661

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 55 feet, 9 inches; height, 14 feet, 9 inches

   Total square feet in area: 822 feet, 0 inches
6. Height above grade: 56 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Bear Construction 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.

4730 W. Irving Park Rd.

[Or2024-0009758]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Six Corners Real Estate Devt. 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: 4730 West Irving Park Road, Chicago, Illinois 60641

Zoning District: Planned Development Number 617

DOB Sign Permit Application Number: 101027888

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, 89 feet, 0 inches; height, 10 feet, 0 inches

   Total square feet in area: 890 feet, 0 inches
6. Height above grade: 70 feet, 0 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: Bevel & Brush LLC

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.

1760 N. Kingsbury St.

[Or2024-0008763]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: ABC Supply Company, Inc.
(* 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: 1760 North Kingsbury Street, Chicago, Illinois 60614

Zoning District: M3-3

DOB Sign Permit Application Number: 101048025

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, 34 feet, 2 inches; height, 5 feet, 5 inches

   Total square feet in area: 185 feet, 0 inches
6. Height above grade: 21 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Aubrey 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.

555 N. Michigan Ave.
(Permit No. 101023873)

[Or2024-0008951]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: United States of Aritzia, doing business as "Aritzia"
(* 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: 555 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 101023873

Sign Details:

1. On-premises: __X__ Or Off-premises: Not Applicable
2. Static sign: __X__ Or Dynamic-image display sign: Not Applicable
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: 1845015
5. Dimensions: length, 3 feet, 0 inches; height, 10 feet, 3 inches

   Total square feet in area: 30 feet, 9 inches
6. Height above grade: 33 feet, 9 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Crane Construction Company LLC

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.

555 N. Michigan Ave.
(Permit No. 101023883)

[Or2024-0008952]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: United States of Aritzia, doing business as "Aritzia"
(* 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: 555 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 101023883

Sign Details:

1. On-premises: __X__ Or Off-premises: Not Applicable
2. Static sign: __X__ Or Dynamic-image display sign: Not Applicable
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: 1845130
5. Dimensions: length, 3 feet, 0 inches; height, 10 feet, 3 inches

   Total square feet in area: 30 feet, 9 inches
6. Height above grade: 33 feet, 9 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Crane Construction Company LLC

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.

555 N. Michigan Ave.
(Permit No. 101023889)

[Or2024-0008953]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: United States of Aritzia, doing business as "Aritzia"
(* 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: 555 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 101023889

Sign Details:

1. On-premises: __X__ Or Off-premises: Not Applicable
2. Static sign: __X__ Or Dynamic-image display sign: Not Applicable
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: 1845178
5. Dimensions: length, 3 feet, 0 inches; height, 10 feet, 3 inches

   Total square feet in area: 30 feet, 9 inches
6. Height above grade: 33 feet, 9 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Crane Construction Company LLC

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.

679 N. Michigan Ave.

[Or2024-0008949]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: H&M
(* 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: 679 North Michigan Avenue, Chicago, Illinois 60611

Zoning District: DX-16

DOB Sign Permit Application Number: 101037351

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: BACP1887282
5. Dimensions: length, 6 feet, 9 inches; height, 4 feet, 6 inches

   Total square feet in area: 30 feet, 0 inches
6. Height above grade: 34 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5838 N. Pulaski Rd.

[Or2024-0009243]

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: 5838 North Pulaski Road, Chicago, Illinois 60630

Zoning District: M2-1

DOB Sign Permit Application Number: 101042053

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, 14 feet, 3 inches; height, 7 feet, 0 inches

   Total square feet in area: 100 feet, 0 inches
6. Height above grade: 20 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
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.

4730 N. Sheridan Rd.

[Or2024-0009759]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: CircEsteem
(* 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: 4730 North Sheridan Road, Chicago, Illinois 60660

Zoning District: B3-5

DOB Sign Permit Application Number: 101046390

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, 20 feet, 0 inches; height, 5 feet, 7 inches

   Total square feet in area: 112 feet, 0 inches
6. Height above grade: 8 feet, 0 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.

1414 S. Wabash Ave.

[Or2024-0009188]

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: __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: BACP1945653
5. Dimensions: length, 32 feet, 8 inches; height, 4 feet, 6 inches

   Total square feet in area: 147 feet, 0 inches
6. Height above grade: 40 feet, 0 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.

3059 W. 26th St.

[Or2024-0009684]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: SAH Community Clinic
(* 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: 3059 West 26th Street, Chicago, Illinois 60623

Zoning District: C1-2

DOB Sign Permit Application Number: 101048132

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, 0 inches; height, 9 feet, 8 inches

   Total square feet in area: 454 feet, 0 inches
6. Height above grade: 10 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

3944 W. 55th St.

[Or2024-0008698]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Sinan Razzak
(* 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: 3944 West 55th Street, Chicago, Illinois 60632

Zoning District: B3-1

DOB Sign Permit Application Number: 101048003

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): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 11 feet, 0 inches; height, 9 feet, 0 inches

   Total square feet in area: 297 feet, 0 inches
6. Height above grade: 20 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
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.

Do Not Pass -- AMENDMENT OF SECTION 17-4-0404 OF MUNICIPAL CODE BY MODIFYING LIMITATION OF MINIMUM LOT AREA REDUCTION TO EXCLUDE BUILDINGS MEETING CERTAIN SPECIFICATIONS.

[O2024-0008948]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, May 22, 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 May 21, 2024, the following items were passed by a majority of the members present:

Page 1 contains three Mayoral appointments including: A2024-0008929 for the appointment of Adrian Soto as a member of the Zoning Board of Appeals, A2024-0008927 for the appointment of Tania Kadakia as a member of the Chicago Plan Commission and lastly A2024-0008925 for the appointment of Kemena Brooks as a member of the Chicago Plan Commission.

Page 1 also contains Document Number O2024-0008905 for the Adopt-a-Landmark Grant Funding Agreement with ECG Madison LLC for preservation project located at 801 West Madison Street in the 34th Ward.

Page 1 also contains the historical landmark designation for the John B. Murphy Memorial located at 50 East Erie Street in the 42nd Ward.

Page 1 further contains Document Number O2023-0006298 for the amendment of Municipal Code Section 17-4-0404 regarding MLA Reduction for Downtown Floor Area Bonus, also Document Number SO2024-0007801 for the amendment of Municipal Code Section 17-12-1005-D regarding occupancy rates of principal tenants utilizing high-rise building signs, and Document Number O2024-0008398 for the amendment of Municipal Code Title 17 by modifying various sections regarding permit specifications and location restrictions for cannabis business establishments.

Page 1 further contains Document Number O2024-0008948 for the amendment of Municipal Code Section 17-4-0404 by modifying limitation on minimum lot area reduction to exclude buildings in lawful existence for 20 years, which the committee provided a "Do Not Pass" recommendation.

Pages 2 through 15 contain various map amendments in the 1st, 4th, 8th, 11th, 12th, 15th, 17th, 18th, 20th, 25th, 27th, 28th, 29th, 31st, 33rd, 34th, 39th, 42nd, 43rd, 44th, 45th and 47th Wards.

Lastly, page 16 contains various large signs over 100 square feet in area and 24 feet above grade in the 3rd, 13th, 23rd, 25th, 27th, 28th, 32nd, 39th, 42nd, 45th and 46th Wards.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
Vice-Chair.

On motion of Alderperson Lawson, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. Section 17-4-0400 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

17-4-0400 Bulk And Density Standards.

(Omitted text is unaffected by this ordinance.)

17-4-0404 Lot Area Per Unit.

(Omitted text is unaffected by this ordinance.)

17-4-0404-B MLA Reduction For Downtown Floor Area Bonus. Projects that qualify for and are granted floor area bonuses under Section 17-4-1000 are eligible to use reduced lot-area-per-unit standards. For each one percent increase in floor area awarded through the floor area bonus provisions of Section 17-4-1000, the minimum lot area per unit standard is reduced by one percent. The minimum lot area per unit reduction may not exceed 30 percent, regardless of the floor area bonus granted; provided, however, that such limitation on the minimum lot area reduction shall not apply to buildings that have been in lawful existence for at least 20 years, that are located in districts with dash 16 bulk and density designations, and that have not previously been granted a floor area bonus under this section.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and approval.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderperson Harris 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 HOPKINS (2nd Ward):

TRIBUTE TO LATE THOMAS ALAN GORSUCH.

[R2024-0009263]

WHEREAS, The City of Chicago mourns the loss of our cherished community member, Thomas Alan Gorsuch, who passed away on April 16, 2024 in St. Louis, Missouri at the age of 86; and

WHEREAS, The City of Chicago has been notified of Thomas' passing by the Honorable Alderperson Brian Hopkins of the 2nd Ward; and

WHEREAS, Thomas Alan Gorsuch was born on May 30, 1937 in Rochester, New York and called Chicago home for 60 years; and

WHEREAS, Tom (friends called him Tommy) was known by those closest to him as a bright, funny, very hard working and energetic straight-shooter with a great smile. He left New York after graduating from high school at age 18 to serve in the United States Army,

then moved to Manhattan Beach, California and tended bar there until he moved to Chicago in 1963; and

WHEREAS, Tom continued his career as a bartender and manager on Rush Street and, in 1968, was a founding partner in the world-famous Mother's nightclub on Division Street. Soon thereafter, he was a founding partner in She-nannigans and Harry's Café, and he ended up as a partner in over 30 bars, nightclubs and restaurants, most of them in the City of Chicago; and

WHEREAS, Thomas Gorsuch was a champion of change and equality in the business when She-nannigans was the first saloon to hire and train women to work as bartenders in Chicago. Many of his colleagues and friends say he changed the landscape of Chicago hospitality with his vibrant establishments. He helped make Division Street a very popular destination for nightlife, while boosting the Chicago economy with his multiple business ventures; and

WHEREAS, He was inducted into the Bartenders Hall of Fame in 1994, having gone on to open and operate over 30 bars and nightclubs in Chicagoland, employing many young men and women during his ownership; and

WHEREAS, Tom's passion and love for cars became a part of his livelihood when he became a partner in Wolfram Motors which he loved as much as his three children and five grandchildren; and

WHEREAS, He attained his commercial real estate license in 1995 and worked as a broker for Garrett Realty and Development, Inc. until 2023, known as the go-to guy for buying and selling bars and restaurants in Chicago; now, therefore,

Be It Resolved, That the City of Chicago honors the memory of Thomas Gorsuch and extends its deepest condolences to his family, friends and all those whose lives he touched; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas Gorsuch as a token of our city's gratitude for his extraordinary life.

Presented By

ALDERPERSON DOWELL (3rd Ward):

CONGRATULATIONS EXTENDED TO PUBLIC ALLIES CHICAGO ON OVER 30 YEARS OF SERVICE.

[R2024-0009380]

WHEREAS, Public Allies Chicago (PAC) is a strong network of community residents, leaders, community-based institutions and funders, all committed to creating a just and equitable society and the diverse leadership to sustain it; and

WHEREAS, In 1993, Public Allies Chicago was launched with 30 allies under the leadership of founding executive director, former First Lady Michelle Obama, where she served as Chicago director until 1996, and then as a national board member from 1997 to 2001. Also, in 1993, President Bill Clinton named Public Allies as a model for national service. And in 1994, President Clinton created AmeriCorps as an original national service program; and

WHEREAS, Public Allies Chicago is a 10-month, full-time work-based learning experience informed by growing evidence that volunteerism is a key pathway to civic participation and economic well-being; and

WHEREAS, Public Allies Chicago includes a community-centered, values-based approach to leadership cultivation that blends a rigorous, 200-hour professional and leadership development curriculum with individual coaching and continual feedback and reflection; and

WHEREAS, Public Allies Chicago pioneered a social justice leadership development program for young leaders from marginalized communities to be activated for impact. As an original AmeriCorps national service program, Public Allies Chicago recruited, trained and deployed leaders (allies) in apprenticeships with local nonprofit partners to build capacity, shape inclusive cultures and transform communities; and

WHEREAS, Public Allies is a national organization which has garnered recognition for its signature AmeriCorps Ally Program, which has prepared 8,000 diverse young adults for leadership nationwide; and

WHEREAS, Public Allies Chicago is under the umbrella of the national Public Allies organization, and over the last 30 years, nearly 1,000 allies have graduated from Public Allies Chicago; and

WHEREAS, Public Allies Chicago remains steadfast in their commitment to transforming both the face and practice of leadership by identifying and nurturing bright, emerging talents that are skilled with an unwavering dedication to driving profound social change within Chicago communities; and

WHEREAS, Their leadership development approach focuses on developing each ally's ability to take their "10 + 1 Leadership Actions", which are grounded in their core values: diversity and inclusion, integrity, focus on assets, collaboration, continuous learning and innovation; and

WHEREAS, Working in 13 cities nationwide, and in partnership with over 450 nonprofit organizations, Public Allies graduates more than 700 allies a year. Seventy percent of those allies serve in the communities from which they hail. Collectively, their network of allies, alumni and nonprofit partners creates a powerful force for equity and justice, working together to ensure the future is designed by and for everyone; and

WHEREAS, Public Allies Chicago's alumni include the Honorable Pat Dowell, Executive Director; 2024 Pulitzer Prize-winning Trina Reynolds Tyler; Cathy Hudzik, Director of Cultural Resources at the Chicago Park District; Rudy Lozano, Vice President of Global Philanthropy, head of The Fellowship Initiative at JP Morgan Chase; Cre Walls, Director of Sand Ridge Nature Center and Campus-Forest Preserve District of Cook County; and Grammy Award-winning artist Malik Yusef. Public Ally Chicago alumni continue to lead and innovate across sectors in the Chicagoland region, as well as cities across the country; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 22nd day of May 2024 A.D., do hereby celebrate Public Allies Chicago and encourage all Chicagoans to join in the celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the leadership of Public Allies Chicago.

CONGRATULATIONS EXTENDED TO DOROTHY JEAN TILLMAN II ON EARNING DOCTORATE DEGREE.

[R2024-0009447]

WHEREAS, It is with great joy that the members of this chamber have been informed of the graduation of Dorothy Jean Tillman II, a Chicagoan, 3rd Ward resident, daughter of Jimilita Tillman and granddaughter of former Alderperson Dorothy Tillman, who at the age of 17 earned her doctorate degree in integrated behavioral health from Arizona State University's (ASU) College of Health Solutions on May 6, 2024; and

WHEREAS, Dorothy Jean is an extraordinary, bright individual who exemplifies the best of Chicago and Black achievement; and

WHEREAS, After growing up homeschooled, at the age of 10, Dorothy Jean enrolled as a college freshman at the College of Lake County, majoring in psychology, where she completed her associate degree in August of 2016; and

WHEREAS, After graduating from the College of Lake County, Dorothy Jean enrolled in classes at Stanford University Continuing Studies, Brigham Young University Distance Learning and completed her Bachelor of Science in Humanities at Excelsior College in the summer of 2018. In the spring of 2020, Dorothy Jean completed her Master of Science from Unity College in Unity, Maine, making her the youngest environmental and sustainable scientist in the country; and

WHEREAS, Dorothy Jean successfully defended her dissertation and received her doctorate from ASU in 2024, crediting her success in part to her mother Jimilita,

"seeing [her] consistently work so hard to continuously uphold our family's legacy, and be that person that everyone was able to go to"; and her grandmother, Alderperson Tillman, "People in my life, like my grandmother, who was part of the civil rights movement, she of course harped on the importance of education and consistently learning something always"; and

WHEREAS, Dorothy Jean is the founder and CEO of the DorothyJeanius STEAM Leadership Institute, having launched DorothyJeanius STEAM Labs in Chicago and West Cape Town, South Africa in 2020; and

WHEREAS, Dorothy Jean has been recognized with numerous honors, awards and recognitions, including: the Black Enterprise 40 Under 40 -- Tech (and panelist at the 40 Under 40 Virtual Summit); the 2021 WVON 40 Under 40 Gamechangers; the 2019 Young Shining Star Award from the National Association of Black Elected Legislative Women; the 2019 Excelon African American Resource Alliance Achievement Award; and the 2018 Black Girls Rock -- Who Rocks Next Award; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 22nd day of May 2024 A.D., do hereby congratulate Dorothy Jean Tillman II on this amazing achievement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dorothy Jean Tillman II.

Presented By

ALDERPERSON YANCY (5th Ward):

TRIBUTE TO LATE GEORGE WHITE.

[R2024-0009249]

WHEREAS, George White was a man of unwavering faith, a loving husband to Linda Griffin White for 35 years and a family man and father to five children, two nieces and two nephews; and

WHEREAS, George was a staunch supporter of racial and economic justice for the working class who did the work and did not just talk about it; and

WHEREAS, George was a longtime member of SEIU HCII, first as a nursing home worker and later as a homecare worker; and

WHEREAS, George was an activist for the nursing home division of HCIIKM. George's union leadership continued, where he played an important role on bargaining committees while at Addus Healthcare; and

WHEREAS, George's calm, level-headed and driven approach to bargaining was effective in winning historic and paid time off for thousands of workers across the State of Illinois; and

WHEREAS, George was on the SEIU executive board where he was part of the union-wide decision impacting 90,000 healthcare and child care providers in Illinois, Indiana, Missouri and Kansas; and

WHEREAS, George worked to get the vote out for candidate Brandon Johnson and was a strong activist who effectively canvassed for Bring Chicago Home; now, therefore,

Be It Resolved, George's faith, kindness and commitment to justice and fairness will be his lasting legacy.

DESIGNATION OF MAY AS "HAITIAN-AMERICAN HERITAGE MONTH" IN CHICAGO.

[R2024-0009192]

WHEREAS, The histories of the United States, Chicago and Haiti are inextricably intertwined; and

WHEREAS, The United States was founded and built by immigrants from every country in the world, including Haiti, and the strength of the United States lies in its diversity; and

WHEREAS, Haitians and Americans fought side by side in the American Revolution in Savannah, Georgia in 1779; and

WHEREAS, The City of Chicago and Haiti share a common bond of mutual values and a long-standing commitment to democratic principles; and

WHEREAS, Haitian-Americans are noted for their achievements in literature, music, business and the arts; and

WHEREAS, Haitian-Americans have deeply enriched American culture and play significant roles in shaping the United States; and

WHEREAS, Historians of Chicago recognized a natural born Haitian man named Jean Baptiste Point du Sable as the city's earliest non-native permanent resident and founder of Chicago in the 1780s; and

WHEREAS, The City of Chicago is committed to celebrating the Haitian-American community, culture, language, experiences and contributions that enrich and strengthen our city; and

WHEREAS, The City of Chicago has a long and rich history of naming many monuments, public buildings, points of interests and landmarks honoring the legacy of the city's founder, Jean Baptiste Point du Sable, and the Haitian community such as, in 1934, opening DuSable High School in the Bronzeville community; in 1965, constructing Pioneer Court at the site of du Sable's homestead and erecting a large bronze bust of du Sable at the site in 2009; in 1968, the DuSable Museum of African-American History was renamed in honor of Point du Sable; Mayor Harold Washington announced plans to create DuSable Park in 1987; renaming the Michigan Avenue Bridge as the DuSable Bridge in October 2010; and in 2021, Lake Shore Drive was renamed in Point du Sable's honor; and

WHEREAS, An estimated 2.5 million people in the United States are of Haitian descent and approximately 40,000 of them live in Chicago; and

WHEREAS, May 18 is Flag Day and is the most celebrated holiday in Haitian culture and is celebrated by people of Haitian descent throughout the world; and

WHEREAS, May is a time of celebration, cultural awareness and traditional observance for Haitian-Americans; and

WHEREAS, May is an appropriate month to establish as "Haitian-American Heritage Month"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 22nd day of May 2024, do hereby designate May 1 through May 31 as "Haitian-American Heritage Month" in the City of Chicago, and call upon all of Chicago to observe this month and recognize the rich heritage and culture of the Haitian-American community; and

Be It Further Resolved, That copies of this resolution be presented to the Haitian-American community and other appropriate parties as a symbol of the City of Chicago's appreciation and support.

Presented By

ALDERPERSON HARRIS (8th Ward):

TRIBUTE TO LATE ROOSEVELT MORRISON.

[R2024-0009422]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Roosevelt (Cody) Morrison, an outstanding citizen of the City of Chicago, to his everlasting reward and returned to the heavenly realm on March 20, 2024; and

WHEREAS, This august Chicago City Council body has been informed of his passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, He attended school in Birmingham, Alabama, where he met and later married Mildred L. Thornton who he lovingly referred to as "Slim". In 1952, they were married and had four children: Rodney G. Morrison, Reginald Morrison, Cathy Y. Morrison and Derrick Morrison, Sr. (also known as Dee Dee Wee/Baby Boy); and

WHEREAS, In 1967, Roosevelt purchased his first and only home on the South Side of Chicago, where he and Mildred raised their family, entertained and met many of their lifelong friends and neighbors; and

WHEREAS, Roosevelt was a dedicated employee of the City of Chicago Department of Streets and Sanitation and a distinguished member of Local 1001 as a union steward, where he served for 39 years, a career that began in 1954. He was the first Black supervisor appointed in the 1st Ward, which is the downtown area of Chicago. In 1983, he completed studies in union organizing for county, municipal employees, supervisor and foreman, and in 1987, he completed his studies in contract negotiation and labor relations, both at Roosevelt University; and

WHEREAS, In 1993, he was recognized for his years of dedicated service by the City of Chicago Department of Streets and Sanitation. During his career, he received numerous awards and recognition for his accomplishments, for which he took tremendous pride, as they related to the City of Chicago Beautification Program, where he was appointed to oversee the city planter box project on the State Street Mall and 95th Street, along with the City-wide cart program to remove all the old municipal trash cans and replace them with the more mobile containers; and

WHEREAS, In 1973, Roosevelt started his own business called Morrison & Sons, which at its height provided hauling services for a number of celebrities like Muhamed Ali and Redd Fox, along with political clients, until a fire destroyed his ability to continue his business; and

WHEREAS, He was a man of deep faith and commitment, with a well-defined philosophy on life, relationships and dealing with challenges/disappointment. He would often share quotes such as: "this too shall pass", "outlive it", "don't bring me man, bring me giants", "keep feeling the need to be number one", and "do the labor great or small but do it right or not at all". His favorite saying was: "the race isn't to the fast or the strong, but to those that endure to the end". He was a very approachable and open person, which made him easy to talk with and relate to. He had an unconquerable spirit, which allowed him to live his life under his own terms, without fear. He boldly pursued his dreams and followed the beat of his own drum, which endeared him to friends and family; and

WHEREAS, He was devoted to God and his church home, St. James AME, which he had been a member of for over five decades. He loved being involved in the programs and events held by the church and its members. He was proud to be part of the brotherhood,

church committees and food pantry program. In his younger days, he had a deep passion for boxing and possessed the physical skill, mindset and smooth fighting style which earned him the nickname "Sweet Cody" which later was just "Cody"; and

WHEREAS, Prior to having suffered severe mobility issues, he loved to laugh and spend time with family and friends at events and cookouts. He still loved to prepare meals and spend time in the kitchen creating recipes and his own signature dishes, which he passed down to the entire family. He truly knew how to enjoy himself and have a good time, but more than anything, he loved to share knowledge with others to help get them through the day and being a "Morrison"; and

WHEREAS, He was preceded in death by his mother and father, Alex and Willie Bell Morrison; wife, Mildred L. Morrison; sons, Rodney G. Morrison and Reginald Morrison; daughter, Cathy Y. Morrison; and extended family and household member, Katherine Turner (also known as Kitty Cat); and

WHEREAS, He was at peace with the understanding that God was in control and that His will shall be done in His divine order. He made his peaceful transition at Montgomery Place located in the same area he started his family and career after leaving Alabama, under the outstanding care of Montgomery Place staff and Unity Hospice care team on March 20, 2024; and

WHEREAS, He leaves to cherish his memory his devoted son, Derrick Morrison, Sr.; daughter-in-law, Claire M. Williams; precious grandchildren, Heather A. Morrison, Ashley C. Morrison, Cody G. Morrison, Sr. and Derrick Morrison, Jr.; and great-grandson, Cody G. Morrison, Jr.; along with treasured other extended faithful family and friends who will always keep his loving memory in their heart; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, do hereby express our deep sorrow on the passing of Roosevelt Morrison and extend to his family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Roosevelt (Cody) Morrison.

CONGRATULATIONS EXTENDED TO XI LAMBDA CHAPTER OF ALPHA PHI ALPHA FRATERNITY, INC ON 100TH ANNIVERSARY.

[R2024-0009539]

WHEREAS, Since its founding on December 4, 1906, Alpha Phi Alpha Fraternity, Inc. has supplied voice and vision to the struggles of African Americans and people of color around the world. Alpha Phi Alpha, the first intercollegiate Greek-letter fraternity established for

African Americans, was founded at Cornell University in Ithaca, New York by seven college men who recognized the need for a strong bond of brotherhood among African descendants in this country. The visionary founders, known as the "Jewels" of the fraternity, are Henry Arthur Callis, Charles Henry Chapman, Eugene Kinckle Jones, George Biddle Kelley, Nathaniel Allison Murray, Robert Harold Ogle and Vertner Woodson Tandy; and

WHEREAS, Xi Lambda Chapter, the alumni chapter authorized at the 1923 general convention, the seat of which is to be the City of Chicago and vicinity, was installed on May 15, 1924 at the Theta Chapter house and set up at a banquet given at the Ideal Tea Room in this city, Friday evening, May 26, 1924; and

WHEREAS, The following brothers were taken in as charter members: Brothers William M. Tate, Walter S. Grant, Jewel Henry, Arthur Callis, L.A. Mahone, Lloyd A. Hall, Frank V. Plummer, Edward W. Beasley, Julius C. Greene, Henry Trammel, H. Reginald Smith, Louis R. Middleton, William H. Benson, Oscar Randall, William L. Dawson, Julian H. Lewis, Clarence A. McCoy, J. Mayo Williams, Thomas A. Boger, Norwood A. Thorne, Samuel H. Rosenburgh, Nathan K. McGill and Roscoe C. Giles. The new chapter was set up by brothers, Charles Greer, Homer P. Cooper and Nelson Glover of Theta Chapter. Brother Dr. George C. Hall acted as toastmaster; and

WHEREAS, Xi Lambda continues its historic role of providing leadership in Chicago and holding true to its pledge of service to our community through its support of the Xi Lambda Educational Foundation which gives thousands of dollars annually in scholarships to deserving students. Xi Lambda has old traditions that bind the brotherhood to excellence in all that the chapter endeavors; and

WHEREAS, Some of the notable brothers that have served Alpha in Xi Lambda are: Jesse Owens, E. Franklin Frazier, John Hope Franklin, Claude A. Barnett, Sydney P. Jones, Sidney A. Jones, Jr., Henry Arthur Callis, John H. Stroger, Todd Stroger, Jerry Butler, Roland Burris, Elgie Sims and many, many more; and

WHEREAS, The impact of Xi Lambda in Chicago can be measured in our current 324 active brothers; 192 life members; 18 current general, regional, and district positions held; recipient of the 2024 Midwestern Regional Chapter of the Year; and have awarded over $100,000 in scholarships to Chicago students; and

WHEREAS, Xi Lambda has continuously served and actively participated in the national programs of Alpha Phi Alpha Fraternity, Inc. which are: A Voteless People is a Hopeless People, Go to High School, Go to College, A. Charles Haston Brother's Keeper, Project Alpha, Big Brothers / Big Sisters of America and Boy Scouts of America; and

WHEREAS, The Xi Lambda Chapter also has supported Chicago annually with its work at the Pacific Garden Mission, a youth Halloween party, Bud Billiken Parade, Alpha Walk, Adopt-A-Senior program, Juneteenth Golf Tournament and the Brother William R. Taylor Annual Scholarship Showcase; and

WHEREAS, The Honorable Michelle Harris, Alderperson of the 8th Ward, has informed this august body of the steadfast and stalwart work of this noteworthy and special team; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate the Xi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc., as they celebrate their centennial, and recognize and say "thank you" for their 100 years of fraternal brotherhood and 100 years of service to the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Xi Lambda Chapter of Alpha Phi Alpha Fraternity, Inc.

CONGRATULATIONS EXTENDED TO NORMA J. ALEXANDER ON 65TH BIRTHDAY.

[R2024-0009078]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norma J. Alexander in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Norma J. Alexander on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Norma J. Alexander belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Norma J. Alexander on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Norma J. Alexander for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Norma J. Alexander in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHEILA A. BOOKER ON 65TH BIRTHDAY.

[R2024-0009134]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sheila A. Booker in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sheila A. Booker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sheila A. Booker belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Sheila A. Booker on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sheila A. Booker for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sheila A. Booker in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY J. BRISTER ON 95TH BIRTHDAY.
[R2024-0009136]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary J. Brister in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mary J. Brister on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary J. Brister belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Mary J. Brister on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Mary J. Brister for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary J. Brister in honor of her 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO AUDREY W. COOPER-STANTON ON 80TH BIRTHDAY.

[R2024-0009141]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Audrey W. Cooper-Stanton in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Audrey W. Cooper-Stanton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Audrey W. Cooper-Stanton belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Audrey W. Cooper-Stanton on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Audrey W. Cooper-Stanton for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Audrey W. Cooper-Stanton in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LEE G. DIGBY ON 90TH BIRTHDAY.

[R2024-0009142]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lee G. Digby in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lee G. Digby on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lee G. Digby belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Lee G. Digby on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lee G. Digby for his continued good health, happiness and success following this, his 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lee G. Digby in honor of his 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEBRA A. FRANKLIN ON 65TH BIRTHDAY.
[R2024-0009143]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Debra A. Franklin in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Debra A. Franklin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Debra A. Franklin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Debra A. Franklin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Debra A. Franklin for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Debra A. Franklin in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLORIA FRANKLIN ON 70TH BIRTHDAY.
[R2024-0009144]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Franklin in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gloria Franklin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria Franklin belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Gloria Franklin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gloria Franklin for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gloria Franklin in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HAROLD S. GREVIOUS ON 70TH BIRTHDAY.

[R2024-0009145]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Harold S. Grevious in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Harold S. Grevious on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Harold S. Grevious belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Harold S. Grevious on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Harold S. Grevious for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Harold S. Grevious in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LINDA HARRIS ON 70TH BIRTHDAY.
[R2024-0009146]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Harris in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Linda Harris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Linda Harris belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Linda Harris on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Linda Harris for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Linda Harris in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO T EDWINA HARRISON ON 80TH BIRTHDAY.
[R2024-0009149]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to T Edwina Harrison in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to T Edwina Harrison on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, T Edwina Harrison belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate T Edwina Harrison on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to T Edwina Harrison for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to T Edwina Harrison in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GREGORY H. JACKSON ON 70TH BIRTHDAY.

[R2024-0009150]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gregory H. Jackson in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gregory H. Jackson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gregory H. Jackson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Gregory H. Jackson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gregory H. Jackson for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gregory H. Jackson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GUSSIE LACY, JR. ON 80TH BIRTHDAY.

[R2024-0009151]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gussie Lacy, Jr. in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gussie Lacy, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gussie Lacy, Jr. belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Gussie Lacy, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gussie Lacy, Jr. for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gussie Lacy, Jr. in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEWAYNE L. MASON ON 70TH BIRTHDAY.
[R2024-0009152]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dewayne L. Mason in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dewayne L. Mason on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dewayne L. Mason belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Dewayne L. Mason on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Dewayne L. Mason for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dewayne L. Mason in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEBORAH V. MC KINNEY ON 75TH BIRTHDAY.

[R2024-0009153]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deborah V. McKinney in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Deborah V. McKinney on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deborah V. McKinney belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Deborah V. McKinney on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Deborah V. McKinney for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Deborah V. McKinney in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PAMELA JEAN PLEASANT-GIBSON ON 65TH BIRTHDAY.

[R2024-0009155]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pamela Jean Pleasant-Gibson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Pamela Jean Pleasant-Gibson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pamela Jean Pleasant-Gibson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Pamela Jean Pleasant-Gibson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Pamela Jean Pleasant-Gibson for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Pamela Jean Pleasant-Gibson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHERYL A. SCOTT ON 65TH BIRTHDAY.
[R2024-0009156]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl A. Scott in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Cheryl A. Scott on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl A. Scott belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Cheryl A. Scott on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Cheryl A. Scott for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Cheryl A. Scott in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BRIAN A. TRIMBLE ON 65TH BIRTHDAY.
[R2024-0009157]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brian A. Trimble in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Brian A. Trimble on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brian A. Trimble belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Brian A. Trimble on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Brian A. Trimble for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brian A. Trimble in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GRAHAM WALLER ON 100TH BIRTHDAY.

[R2024-0009298]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Graham Waller in honor of his 100th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Graham Waller on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Graham Waller belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Graham Waller on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Graham Waller for his continued good health, happiness and success following this, his 100th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Graham Waller in honor of his 100th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORETTA E. WILLIAMS ON 65TH BIRTHDAY.

[R2024-0009158]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Loretta E. Williams in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Loretta E. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Loretta E. Williams belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Loretta E. Williams on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Loretta E. Williams for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Loretta E. Williams in honor of her 65th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON CHICO (10th Ward):

CONGRATULATIONS EXTENDED TO EDWARD R. NIKSICH ON RETIREMENT FROM BLOOM REALTY.

[R2024-0009129]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest wishes to Edward R. Niksich, aka "Ed", in honor of his retirement after 68 years of service at Bloom Realty; and

WHEREAS, On behalf of the entire 10th Ward, Alderperson Peter Chico would like to extend his personal tribute to Edward R. Niksich on this momentous occasion as recognition for being a stellar resident in the city of Chicago; and

WHEREAS, Edward R. Niksich attended and studied electrical at Chicago Vocational High School "CVHS". After graduating from CVHS at age 18, he worked at the steel mill in the electrical department for five years. Ed joined the United States Navy Reserve at age 22. He trained at Great Lakes and went to Naval Reserve Armory downtown. Ed decided to obtain his real estate license in 1953 at age 23. In 1956, Bloom Realty & Law Office opened on the East Side of Chicago. He found his passion in real estate with his vibrant, down-to-earth personality, knowledge and expertise in the industry. Ed built a strong and caring relationship with clients during his career. Many came back to him for their real estate needs and also referred others. All of this contributed to his success. Ed has been working since the age of 18. Now 93, he will finish 68 years in the real estate industry at the end of April 2024; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate Edward R. Niksich on his 68 years of dedicated service at Bloom Realty (now known as Bloom/Sanchez Realty) in the City of Chicago; and

Be It Further Resolved, That we extend our most heartfelt wishes to Edward R. Niksich for his outstanding service, compassion and success following his 68 years of dedicated service at Bloom Realty; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward R. Niksich on his retirement of 68 years of his dedicated service as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO POLISH AMERICAN POLICE ASSOCIATION ON 60TH ANNIVERSARY.

[R2024-0009028]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and honor the Polish American Police Association which was founded in 1964 and is this year celebrating its 60th anniversary; and

WHEREAS, On behalf of the entire 10th Ward, Alderperson Peter Chico would like to extend his personal tribute to the Polish American Police Association on celebrating its 60th anniversary on this momentous occasion as recognition of the City of Chicago; and

WHEREAS, The Polish American Police Association of Chicago and Illinois (P.A.P.A.) is a social and fraternal organization for law enforcement officers, their families and likeminded supporters who are of Polish and Slavic descent. The Polish American Police Association encompasses members from various local, state, county and federal law enforcement

agencies, not only from within the State of Illinois, but also across the country. The organization currently boasts over 400 members in 20 states and two countries. The Polish American Police Association provides financial and manpower support for various social service and professional organizations that provide services to the immigrant and Polish American community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024, do hereby congratulate the Polish American Police Association on the occasion of their 60th anniversary; and

Be It Further Resolved, That we extend our most heartfelt wishes to the Polish American Police Association for their continued leadership, service and success following their 60th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Polish American Police Association in honor of their 60th anniversary as a token of our esteem and good wishes.

Presented By

ALDERPERSON QUINN (13th Ward):

CONGRATULATIONS EXTENDED TO ANTHONY TAGLER ON ACHIEVING RANK OF EAGLE SCOUT.

[R2024-0009442]

WHEREAS, Anthony Tagler, a member of the Boy Scouts of America Scout Troop 1439, was awarded Scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Anthony earned the rank of Eagle Scout on January 19, 2024; and

WHEREAS, For Anthony's Eagle Scout service project, he built two picnic tables for the school community at his alma mater, Nathan Hale Elementary School; and

WHEREAS, Anthony's Scouting experience goes far deeper than one project; he learned leadership skills that will carry throughout his life and career; and

WHEREAS, The rank of Eagle Scout is achieved by only two percent of young men who enroll in the Scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Anthony Tagler has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout board of review, certifying his worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby extend our heartiest congratulations to Anthony Tagler on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anthony Tagler.

Presented By

ALDERPERSON QUINN (13th Ward),
ALDERPERSON O'SHEA (19th Ward) And
ALDERPERSON GARDINER (45th Ward):

TRIBUTE TO LATE WINNIE MAUREEN RYAN.

[R2024-0009445]

WHEREAS, South Christiana Avenue, from West 105th Street to West 105th Place of the 19th Ward is honored as "Winnie Ryan Way"; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderperson Matthew J. O'Shea and Alderperson Marty Quinn; and

WHEREAS, Winnie Maureen Ryan was born on March 13, 2017 to her parents Maura and Kevin Ryan. She passed away just before her seventh birthday on February 29, 2024. Winnie courageously battled a rare disease, and she passed away on Rare Disease Day; and

WHEREAS, Winnie was best known in the community for the "Rally for Ryan Sisters". The "Rally for Ryan Sisters" group was established to bring awareness to the Ryan Family who have two daughters with a rare form of mitochondrial disease that only 17 people in the world have been diagnosed with. With the community's support, the Ryan Family was able

to adapt their home to ensure it was wheelchair accessible. They were also able to purchase needed adaptive equipment in order for their daughters to access their community; and

WHEREAS, Every single day, Winnie knew just how much she was loved and cared for by her family and community. She loved to test the limits. She loved getting reactions from her family. Winnie/Winnebago/Cha-Cha was a loving and mischievous little girl who loved to laugh and listen to music. Her happiest place was in the arms of her mama and dada. She was the "baby sheep" to her big sister, Lucy, and was always watched over by her protector and big brother, Declan; and

WHEREAS, Even though Winnie was here with us for a short amount of time, she affected all of our lives forever. Winnie was a bright light. She fought so hard. She showed incredible strength and bravery throughout her fight with mitochondrial diseases and Guillain-Barre Syndrome; and

WHEREAS, South Christiana Avenue, from West 105th Street to West 105th Place of the 19th Ward is honored as "Winnie Ryan Way" because she was a bright light; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this 22nd day of May 2024, do hereby recognize South Christiana Avenue, from West 105th Street to West 105th Place of the 19th Ward as "Winnie Ryan Way"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Winnie Ryan.

Presented By

ALDERPERSON LOPEZ (15th Ward):

TRIBUTE TO LATE SHEILA CRAWFORD SIMS.

[R2024-0009498]

WHEREAS, Reverend Dr. Sheila Crawford Sims has been called home by the Almighty to receive her eternal reward after a life well lived; and

WHEREAS, The Honorable Raymond A. Lopez, Alderperson of the 15th Ward, has informed the City Council of the City of Chicago about the unfortunate news of her passing on April 19, 2024; and

WHEREAS, Reverend Dr. Sheila Crawford Sims is preceded in death by her parents, Bishop Melvin Crawford and Overseer Beatrice Crawford; sisters, Eva, Louis and Rosalind; brothers, Stanley, Melvin, Jr., Ronald and Raymond; brothers in love, Elder Emmanuel Bansa, James Raspberry and Howard Morgan; and children, Nagobi Lenard and Moquita Shawny; and

WHEREAS, Reverend Dr. Sheila Crawford Sims shall remain in the living memory of her siblings, Bishop Connie Bansa, Joan Raspberry and Anne Crawford; children, Diana, Michael (Marlena), Andre (Kimberly), Yves (Robert), Moet (Cartez), Joselyn (Robert) as well as Wendy (Joe), Kimberly H. Robyn (TeeAaron) and Kimberly M.; grandchildren, Clifton, LaToshma, Joe, Jr., Tee Aaron, Sydney, Daniel Lawson, Christopher, Michael III, Anthony, Antonique, Shayla, Azriel, Faith, Imani, Chloe, Madison, Isabella, Joselyn, D'Andre, Ciara, Trey, Dylan and Kodi; eight great-grandchildren; cousins, Envangelist Leah and Sharon; and godchildren, Mike, Andy, Angela, Sabrina, Tamika and Barry; and

WHEREAS, Having been blessed with musical talent alongside her siblings and members of her family, Reverend Dr. Sheila Crawford Sims with Minister Rosalind Morgan, Bishop Bansa, Melvin Crawford and Raymond Gwin, formed the musical group "Crawford Singers"; and

WHEREAS, The impact of Reverend Dr. Sheila Crawford Sims' life and legacy is evident in all that she touched, from efforts in community child care, ministry to the faithful, expanding the reach of her faith across the globe and working to bring peace to West Englewood through the Jericho Walk; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, share our sincere condolences with the family of Reverend Dr. Sheila Crawford Sims following her passing; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to the family of Reverend Dr. Sheila Crawford Sims to remind all who read it of the life and legacy of the woman who has impacted their lives with her spirit of faith, generosity and love.

CONGRATULATIONS EXTENDED TO OBLATES OF JESUS THE PRIEST ON 100TH ANNIVERSARY.

[R2024-0009429]

WHEREAS, The Oblates of Jesus the Priest, a congregation of Roman Catholic sisters founded in Tlalpan, Mexico City on February 9, 1924 by French missionary

Priest Felix de Jesus Rougier, is celebrating their centennial anniversary in service "to love the priesthood and to make it loved"; and

WHEREAS, The members of the Chicago City Council have been informed of this momentous anniversary by the Honorable Raymond A. Lopez, Alderperson of the 15th Ward; and

WHEREAS, According to tradition, the Oblates of Jesus the Priest are devoted to the Catholic magisterium, the church's authority to give authentic interpretation of the Word of God as expressed in ex cathedra papal declarations, church doctrine or councils based on the infallibility of the Roman Catholic Church; and

WHEREAS, The common name for the Oblate sisters, "Oblatas", comes from the word "Oblation", meaning an offering, delivery or donation, a constant reminder of service in the community; and

WHEREAS, Immaculate Conception -- Five Holy Martyrs Parish, led by its pastor, Father Miguel Venegas, is served by two Oblates of Jesus the Priest sisters, Director of Religious Formation, Sister Laura Torres, and Director of Faith Formation, Sister Maria de la Luz Garcia; and

WHEREAS, The greater Roman Catholic faith community of Brighton Park is thankful for and appreciative of the Oblatas' service to the Southwest Side of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby honor the Oblates of Jesus the Priest on 100 years of devotion, ministry and service to the Roman Catholic Church; and

Be It Further Resolved by the City Council of the City of Chicago, That suitable copies of this resolution be prepared and presented to Sister Laura Torres and Sister Maria de la Luz Garcia and her peers as a token of the body's admiration and respect.

CONGRATULATIONS EXTENDED TO LINDA ADCOCK ON 75TH BIRTHDAY.

[R2024-0009235]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Adcock in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Linda Adcock on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Linda Adcock has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Linda Adcock for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Linda Adcock in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SCOTTIE AKINES ON 65TH BIRTHDAY.
[R2024-0009217]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Scottie Akines in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Scottie Akines on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Scottie Akines now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby

extend our warmest and heartfelt best wishes to Scottie Akines for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Scottie Akines in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSA ALANIZ ON 75TH BIRTHDAY.
[R2024-0009236]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosa Alaniz in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Rosa Alaniz on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Rosa Alaniz has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Rosa Alaniz for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rosa Alaniz in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LILIAN ARRIAGA ON 75TH BIRTHDAY.
[R2024-0009237]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lilian Arriaga in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Lilian Arriaga on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Lilian Arriaga has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Lilian Arriaga for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Lilian Arriaga in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARILYN BARNES ON 70TH BIRTHDAY.
[R2024-0009228]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marilyn Barnes in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Marilyn Barnes on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Marilyn Barnes has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Marilyn Barnes for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Marilyn Barnes in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIE BROWN ON 70TH BIRTHDAY.
[R2024-0009229]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Brown in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Willie Brown on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Willie Brown has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Willie Brown for his continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Willie Brown in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BERTHA CASTANEDA ON 70TH BIRTHDAY.
[R2024-0009230]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bertha Castaneda in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Bertha Castaneda on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Bertha Castaneda has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Bertha Castaneda for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Bertha Castaneda in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO YVONNE DOTSON ON 65TH BIRTHDAY.
[R2024-0009218]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yvonne Dotson in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Yvonne Dotson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Yvonne Dotson now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Yvonne Dotson for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Yvonne Dotson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE ESQUIVEL ON 65TH BIRTHDAY.
[R2024-0009219]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Esquivel in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Jose Esquivel on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Esquivel now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Esquivel for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jose Esquivel in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LUZ FRANCO ON 70TH BIRTHDAY.
[R2024-0009231]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Luz Franco in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Luz Franco on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Luz Franco has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Luz Franco for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Luz Franco in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DAVID GILMARTIN ON 65TH BIRTHDAY.
[R2024-0009220]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David Gilmartin in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to David Gilmartin on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, David Gilmartin now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to David Gilmartin for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to David Gilmartin in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SANDRA GIRON ON 70TH BIRTHDAY.
[R2024-0009232]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra Giron in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Sandra Giron on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Sandra Giron has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Sandra Giron for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Sandra Giron in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ELOY GUTIERREZ ON 65TH BIRTHDAY.
[R2024-0009221]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eloy Gutierrez in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Eloy Gutierrez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Eloy Gutierrez now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Eloy Gutierrez for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Eloy Gutierrez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SANDRA HAYES ON 65TH BIRTHDAY.
[R2024-0009222]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra Hayes in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Sandra Hayes on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Sandra Hayes now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Sandra Hayes for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Sandra Hayes in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DOROTHY KACZMARCZYK ON 101ST BIRTHDAY.

[R2024-0009501]

WHEREAS, Dorothy Kaczmarczyk, a longtime resident of the City of Chicago's Brighton Park community, was born on March 14, 1923; and

WHEREAS, The Honorable Raymond A. Lopez, Alderperson of the 15th Ward, has informed the City Council of the City of Chicago of her 101st birthday; and

WHEREAS, Dorothy married the love of her life, Henry, on September 14, 1947, ultimately creating a family that included her daughter, Loretta, and her spouse, Larry; and

WHEREAS, Dorothy was active in the Brighton Park community that she called home since 1972, especially in her parish of Five Holy Martyrs, participating in the Holy Name Society, VFW Post 500 Ladies Auxiliary and Seniors Group; and

WHEREAS, Dorothy was always willing to stand for what excited her, be it the King Tut exhibit or the arrival of Pope John Paul II mere blocks from her home; and

WHEREAS, Dorothy's hobbies include baking, cooking, knitting and crocheting, needlepoint, woodworking, being with the grandpups and, of course, shopping, shopping and more shopping; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, recognize this momentous birthday of Dorothy Kaczmarczyk; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Dorothy Kaczmarczyk to remind her and all who read it of the life and legacy of the woman who continues to impact their lives with her spirit of faith, generosity and love.

CONGRATULATIONS EXTENDED TO TRINIDAD LEMUS ON 70TH BIRTHDAY.
[R2024-0009233]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Trinidad Lemus in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Trinidad Lemus on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Trinidad Lemus has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Trinidad Lemus for her continued good health, happiness and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Trinidad Lemus in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LINDA MORAN ON 75TH BIRTHDAY.

[R2024-0009238]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Moran in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Linda Moran on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Linda Moran has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Linda Moran for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Linda Moran in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THOMAS O'DOWD ON 65TH BIRTHDAY.
[R2024-0009223]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas O'Dowd in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Thomas O'Dowd on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Thomas O'Dowd now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Thomas O'Dowd for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Thomas O'Dowd in honor of his 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO FLOR PORTILLO ON 65TH BIRTHDAY.
[R2024-0009224]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Flor Portillo in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Flor Portillo on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Flor Portillo now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Flor Portillo for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Flor Portillo in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHIRLEEN SAYLOR ON 75TH BIRTHDAY.
[R2024-0009239]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirleen Saylor in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Shirleen Saylor on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Shirleen Saylor has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby

extend our warmest and heartfelt best wishes to Shirleen Saylor for her continued good health, happiness and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Shirleen Saylor in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONNA STEGVILAS ON 65TH BIRTHDAY.
[R2024-0009225]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donna Stegvilas in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Donna Stegvilas on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Donna Stegvilas now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Donna Stegvilas for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Donna Stegvilas in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CLARIA STEWART ON 65TH BIRTHDAY.
[R2024-0009226]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Claria Stewart in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Claria Stewart on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Claria Stewart now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Claria Stewart for her continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Claria Stewart in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA STRONG ON 80TH BIRTHDAY.
[R2024-0009240]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Strong in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Patricia Strong on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Patricia Strong has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Patricia Strong for her continued good health, happiness and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Patricia Strong in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL VANEK ON 65TH BIRTHDAY.
[R2024-0009227]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Vanek in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Michael Vanek on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Michael Vanek now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 22nd of May 2024 A.D., do hereby

extend our warmest and heartfelt best wishes to Michael Vanek for his continued good health, happiness and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Michael Vanek in honor of his 65th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON LOPEZ (15th Ward),
ALDERPERSON COLEMAN (16th Ward)
And OTHERS:

TRIBUTE TO LATE RAYDELL LACEY.

[R2024-0009205]

A resolution presented by Alderpersons Lopez, Coleman, Robinson, Hall, Moore, Taylor and Gardiner reading as follows:

WHEREAS, Raydell Lacey has been called home to eternal life by the wisdom of God for her eternal reward on April 17, 2024 at the age of 68; and

WHEREAS, The members of the Chicago City Council have been informed of her passing by the Honorable Raymond A. Lopez, Alderperson of the 15th Ward; the Honorable Stephanie Coleman, Alderperson of the 16th Ward; the Honorable David Moore, Alderperson of the 17th Ward; the Honorable Jeanette Taylor, Alderperson of the 20th Ward; the Honorable William Hall, Alderperson of the 6th Ward; the Honorable Lamont Robinson, Alderperson of the 4th Ward; and the Honorable James Gardiner, Alderperson of the 45th Ward; and

WHEREAS, Ms. Lacey, born to parents Samuel Hanchett and Delores Lacey on July 6, 1955, was preceded in death by her siblings, Rochelle Lacey, Jacqueline Lacey and Ruby Crawford; her beloved daughter, Elonda Lacey; and grandson, Erick Lacey, Jr.; and

WHEREAS, The living legacy of Raydell Lacey lives on through the hearts, minds and memories of her surviving siblings, Nedra Lacey, Beverly Boyce, Patrice Lacey, Vernon Crawford and Mykhal Crawford; alongside her daughters, Dominique Thomas and Dakaria Thomas; her sons, Erick Lacey and wife April, and Raymone Lacey

and his wife Krystal; and her 28 grandchildren, 18 great-grandchildren and two great-great-grandchildren; and

WHEREAS, Ms. Lacey held a special place in the hearts of so many friends, associates and colleagues, including Bob Parker and Debrah Neal, as a direct result of the love, resilience and dedication to community service that she not only embodied in all her works but inspired in all that met her; and

WHEREAS, Early in her professional life, Ms. Lacey worked for the Foss Park District in Lake County, Illinois, allowing her to meet notable individuals such as the late State Representative Eddie Washington. She eventually found her calling in Local 152 as a construction laborer, working as a flagger until she retired in January 2024; and

WHEREAS, Ms. Lacey was a dedicated community leader and inspiration, and founder of Not Before My Parents, an Englewood organization borne of the tragic loss of her daughter, Elonda, and grandson, Erick, Jr., dedicated to helping those in need throughout the Chicago Police Department 7th District and greater Englewood community; and

WHEREAS, Raydell Lacey's work within the community earned her well-deserved local, national and international recognition, as well as countless mentions and appearances on print media, television news, and online web sourcing and podcasts; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby express our sorrow on the heavenly transition of Raydell Lacey and extend to her family, friends and the greater Englewood community our deepest sympathy for her passing; and

Be It Further Resolved by the City Council of the City of Chicago, That suitable copies of this resolution be prepared and presented to the family of Raydell Lacey as a token of our honor and respect for a life well lived.

Presented By

ALDERPERSON LOPEZ (15th Ward)
ALDERPERSON CONWAY (34th Ward) And
ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO FATHER CLETE KILEY ON 50TH ANNIVERSARY OF ORDINATION.

[R2024-0009418]

WHEREAS, Father Clete Kiley, chaplain of the Chicago Federation of Labor and special advisor to Archbishop Blase Cardinal Cupich, celebrates 50 years of priesthood; and

WHEREAS, The members of the Chicago City Council have been informed of this joyous anniversary by the Honorable Raymond A. Lopez, Alderperson of the 15th Ward; and

WHEREAS, Father Kiley received his Sacrament of Holy Orders in 1974, having received his bachelor's degree in political science from Loyola University in 1970, a bachelor's degree in sacred theology and a Master of Divinity degree from Mundelein Seminary in 1973 and 1974; and

WHEREAS, Father Kiley continued his educational attainment, earning a master's degree in applied (Ignatian) spirituality from the University of San Francisco and a doctorate in ministry from the University of Saint Mary of the Lake, both in 1983; and

WHEREAS, Father Kiley has a mastery of the Spanish and Italian languages that allowed him to study at the Centro de Artes y Lenguas in Cuernavaca, Mexico and the Seminario Arcivescovile in Milano, Italy; and

WHEREAS, Father Kiley's religious career brought him to various parishes in predominantly Mexican and Puerto Rican parishes throughout the Archdiocese of Chicago, including as pastor of St. Agnes of Bohemia Parish; and

WHEREAS, Father Kiley served on the of the United States Conference of Catholic Bishops as its executive director for Priestly Life and Ministry from 1997 through 2006; served as a delegate to the annual meetings of the Anglophone Bishop's Conferences at the Holy See on issues of child protection; was appointed by United States Secretary of Defense Donald Rumsfeld as a federal visitor on the Western Hemisphere Institute for Security Cooperation Board of Visitors; and participated in the 2000 papal visit to Ukraine; and

WHEREAS, From 2006 through 2010, Father Kiley served as the president of the Faith & Politics Institute in Washington, D.C., leading weekly reflection groups with members of Congress; sponsored civil rights pilgrimages to Mississippi and Alabama with the late Congressman John Lewis; and promoted racial reconciliation, a spirit of conscience and compassion among congressional staff; and

WHEREAS, Father Kiley has worked with UNITE HERE International Union since 2010 on immigration issues, assisting union leadership in the roles as members of the AFL-CIO Immigration Committee; and

WHEREAS, Father Kiley currently serves as a member of the Board of Catholic Labor Network and founder of the Priest-Labor Initiative, serves as a board trustee of the UNITE HERE Health Trust Fund, serves as a member of the national board for Pastoral Migratoria Nacional, serves on the Religious Advisory Committee of ARISE Chicago, serves as a member of the Interfaith Network of Worker Solidarity, and is a member of the board of directors of Misericordia/Heart of Mercy in Chicago; and

WHEREAS, Throughout his life, Father Clete Kiley has earned countless awards, honors and recognitions for his work in the Archdiocese of Chicago, his faith ministry to immigrants and workers, and his publications; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate the most Reverend Clete Kiley on 50 years of Catholic ministry and service to the Roman Catholic Church; and

Be It Further Resolved by the City Council of the City of Chicago, That suitable copies of this resolution be prepared and presented to Father Clete Kiley and his peers as a token of the body's admiration and respect.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward),
ALDERPERSON ROBINSON (4th Ward),
ALDERPERSON RAMIREZ-ROSA (35th Ward)
And OTHERS:

COMMEMORATION OF MAY 21 AS "NATIONAL AFRO-COLUMBIAN RECOGNITION DAY".

[R2024-0009499]

A resolution presented by Alderpersons Sigcho-Lopez, Robinson, Ramirez-Rosa, Villegas, Gardiner and Hadden reading as follows:

WHEREAS, In the congress of the country of Colombia, on the 27th of December of 2001, the "National Day of Afro-Colombian Recognition" was declared and celebrated every 21st of May; and

WHEREAS, In that decree, the Colombian Congress recognized the importance of that date to be linked to their "Ley 21 de mayo 21 de 1851" (Law 21 of May 21 of 1851) which proclaimed the abolition of slavery across all of Colombia; and its commemoration in 2001 coincided with the 150-year celebration of this event; and

WHEREAS, The multi-ethnic character of the Colombian nation mirrors the muti-cultural character of the United States of America, and further the diverse population that makes up the City of Chicago which, aside from native and indigenous land-claims, was settled by Jean Baptiste Point du Sable, a man of African descent; and

WHEREAS, By late 1990, Colombian immigrants constituted Chicago's largest group of South Americans and had established an active community in the city; and after first arriving around 1950, by 1970, the United States census counted approximately 3,500 Colombians in Chicago; and

WHEREAS, The 2010 United States census reported 908,734 Colombians residing in the United States of America, and that Chicago ranked fifth in highest number of Hispanics or Latinos, with over 778,862, and of those, 19,873 are of Colombian descent; and

WHEREAS, The City of Chicago recognizes and celebrates the diverse and vibrant cultures, breadth of achievement and remarkable contributions of these communities; and that 2024 marks the 10th anniversary of the annual Great Colombian Festival in the city's Northwest Side; and

WHEREAS, The City of Chicago is committed to celebrating the multitude of ethnicities, languages and experiences that enrich and strengthen our city; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 22nd day of May 2024, do hereby celebrate with our Colombian Chicagoans the commemoration of the "National Day of Afro-Colombian Recognition" on this past 21st of May 2024.

Presented By

ALDERPERSON BURNETT (27th Ward):

PROCLAMATION OF APRIL 28, 2024 AS "TIM BOPP DAY" IN CHICAGO.

[R2024-0009178]

WHEREAS, Timothy Michael Bopp was born on March 24,1956 in Chicago, Illinois to Rosemary K. Bopp and John C. Bopp, moved to Park Ridge, Illinois, attended St. Paul of the Cross and Maine South High School, and played college basketball at Knox College in Galesburg, Illinois. He went on to get his degree at the Illinois Institute of Technology and practiced law from 1981 -- 1991; and

WHEREAS, In 1992, Tim embraced a new chapter in life by marrying his beloved wife, Mary Anne. Together, they raised three lovely children: John, Johanna and Kevin. All his children attended St. Raymond Catholic School and St. Viator High School. Tim and Mary Anne have two grandchildren, Bennett and Bria; and

WHEREAS, Tim's selflessness and desire to give back to the community led him to Holy Trinity High School, where he served as a basketball coach, later transitioning to a pivotal role in the Development Office and ultimately becoming the esteemed president of the school; and

WHEREAS, Tim's 30 years of service have made Holy Trinity the special place it is. His daily morning greetings exemplify his genuine care and compassion for every student. His greetings of students at the division doors were even showcased in the local news, and his unwavering support has left an indelible mark on the hearts and minds of all those within the Holy Trinity community; and

WHEREAS, Tim, as president of Holy Trinity, has always maintained relationships with friends, students and donors who have all become one family because of his love of networking. Tim has always kept in contact with his college coach, Harley Knosher, his best friend since childhood, and his college teammate, John Reilly; and

WHEREAS, Tim's fundraising efforts, notably through the annual Guardians of Hope dinner auction, have significantly contributed to the betterment of Holy Trinity High School, ensuring its continued success and growth. His enthusiasm has brought more than financial support to the school; it has brought people into the Holy Trinity community; and

WHEREAS, Timothy Bopp's leadership, kindness and unwavering dedication have touched the lives of countless individuals, fostering a sense of belonging and unity within the Holy Trinity community. The board of trustees, faculty, staff, students and alumni of Holy Trinity High School hereby express our most profound appreciation and gratitude to Tim for his 30 years of exemplary service, leadership and commitment to excellence; and

WHEREAS, This resolution stands as testament to Tim's enduring legacy and profound impact on our beloved institution, a token of our heartfelt gratitude and a reminder of the lasting impression he has left on the fabric of our community; now, therefore,

Be It Resolved, Today, Sunday, April 28, 2024 we proclaim "Tim Bopp Day".

RECOGNITION OF KOREAN AMERICAN FRIENDSHIP NETWORK AND CHICAGO CHAPTER OF PEACEFUL UNIFICATION ADVISORY COUNCIL FOR FIGHTING HUMAN RIGHTS VIOLATIONS COMMITTED BY NORTH KOREAN GOVERNMENT AGAINST CITIZENS.

[R2024-0009179]

WHEREAS, All human beings have unalienable human rights to life, liberty and the pursuit of happiness; and

WHEREAS, People in North Korea are subject to many types of human rights violations committed by their own government and others that support North Korea as noted in the General Assembly Resolution adopted by the United Nations on December 19, 2023. (https://seoul.ohchr.org/en/node/547); and

WHEREAS, The Korean American Friendship Network, chaired by Ann S. Jhin, and the Chicago Chapter of the Peaceful Unification Advisory Council, chaired by Gil Young Kim, are strongly in favor of fundamental human rights for the citizens of the world; and

WHEREAS, They particularly show support for common North Koreans to enjoy the freedom of expression, religion, movement, knowledge, choice, etc. and be free from the fear of false imprisonments, tortures, forced labor, starvation and political prosecutions; and

WHEREAS, The North Korean government should allow its own people to enjoy fundamental human rights; and

WHEREAS, The Chinese government should classify North Korean defectors who cross into China as refugees and not repatriate them to North Korea but send them to South Korea; and

WHEREAS, The North Korean government should allow mutual visits between the separated families living in North Korea and the United States; and

WHEREAS, The North Korean government should abandon the nuclear weapon and missile development programs, reduce unprovoked fearmongering and strive for greater peace and prosperity with the international community; and

WHEREAS, Support for North Korean refugees who reside in the United States is needed; now, therefore,

Be It Resolved, The Chicago City Council hereby recognizes and commends the efforts of the Korean American Friendship Network and the Chicago Chapter of the Peaceful Unification Advisory Council in fighting against human rights violations committed by the North Korean government toward its own citizens.

Presented By

ALDERPERSON CONWAY (34th Ward)

TRIBUTE TO LATE JOSEPHINE FIORE.

[R2024-0009521]

WHEREAS, The members of the City Council of Chicago wish to recognize the accomplishments and the passing of Josephine Fiore; and

WHEREAS, Josephine Fiore departed this present life on Wednesday, March 13, 2024; and

WHEREAS, The City Council has been notified of her passing by the Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, A dedicated parishioner and volunteer at the Shrine of Our Lady of Pompeii, Josephine Fiore was a beloved pillar of Taylor Street; and

WHEREAS, Josephine Fiore was a cherished sister and dear aunt, great-aunt and great-great-aunt whose legacy touched many neighbors across Little Italy; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of May 22, 2024, do hereby express our sorrow on the death of Josephine Fiore, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That suitable copies of this resolution be printed and presented to the family of Josephine Fiore as a token of our sympathy.

Presented By

ALDERPERSON CONWAY (34th Ward),
ALDERPERSON TALIAFERRO (29th Ward) And
ALDERPERSON VILLEGAS (36th Ward):

DECLARATION OF WEEK OF AUGUST 5TH TO 11TH, 2024 AS "CHICAGO NAVY WEEK" IN CHICAGO.

[R2024-0009449]

WHEREAS, The members of the City Council of Chicago wish to recognize August 5 -- 11, 2024 as "Chicago Navy Week"; and

WHEREAS, During Chicago Navy Week, special events and programs for the state will increase the community's knowledge and understanding of the Navy and its global mission; and

WHEREAS, The City Council has been notified of this occasion by the Honorable Bill Conway, Alderperson of the 34th Ward, who also serves as Lieutenant Commander in the Navy Reserves; and

WHEREAS, The City of Chicago is honored to have the presence of the United States Navy in our community, and the State of Illinois is the home to more than 10,425 Navy active-duty Sailors, 1,935 Navy Reserve Sailors, and 8,370 Navy retirees; and

WHEREAS, The citizens of Chicago and the State of Illinois take great pride in supporting our namesake vessels USS Illinois (SSN 786), and USS Hyman G. Rickover (SSN 795); and

WHEREAS, Chicago Navy Week engages the Chicago community through acts of service, education, and entertainment to showcase the breadth of the Navy's fields of expertise and service to the American people; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of May 22, 2024, do hereby recognize the week of August 5 -- 11, 2024 as "Chicago Navy Week" to celebrate the Navy's positive impact on our city during this year's Navy Week.

Presented By

ALDERPERSON VILLEGAS (36th Ward),
ALDERPERSON TALIAFERRO (29th Ward) And
ALDERPERSON CONWAY (34th Ward):

RECOGNITION OF MEMORIAL DAY ON MAY 27, 2024.

[R2024-0009368]

WHEREAS, Monday, May 27, 2024 officially marks the Memorial Day observance; and

WHEREAS, The Chicago City Council has been informed of this day of remembrance by the honorable Gilbert Villegas, Alderperson of the 36th Ward; and

WHEREAS, The City of Chicago recognizes the brave heroes who have served and currently serve in the United States military; and

WHEREAS, Memorial Day is a solemn occasion observed annually in the United States to honor and remember the brave men and women who have served in the military for our country; and

WHEREAS, The famous Union Army general and United States senator from Illinois, John A. Logan -- the namesake for the Logan Square neighborhood -- helped to establish

Decoration Day, the precursor to Memorial Day, which encouraged Americans to decorate the graves of Civil War soldiers; and

WHEREAS, The City recognizes the profound significance of Memorial Day and seeks to commemorate this day with dignity and respect; and

WHEREAS, Over 65,000 Chicagoans are veterans, and it is important to use this day to remember the sacrifices they made to protect our freedoms and to recognize the numerous struggles that veterans face every day; and

WHEREAS, The City urges all residents to participate in commemorative events and activities that honor the memory of our fallen heroes and to take time to reflect on the meaning of their sacrifice; now, therefore,

Be It Resolved, That the City of Chicago gives special recognition to the fallen heroes and the heroes that serve in the military today; and

Be It Further Resolved, That we, the Mayor and the members of the Chicago City Council, pay tribute and express our profound gratitude to the fallen heroes of foreign wars and the men and women protecting the lives of our citizens at home on this Memorial Day.

Presented By

ALDERPERSON MITTS (37th Ward):

TRIBUTE TO LATE RAYMOND BROWNLEE.

[R2024-0009424]

WHEREAS, On April 29, 2024, Raymond Brownlee transitioned from this life, rededicating his life unto God on his bed of affliction, in which Christ received him unto himself; and

WHEREAS, The City of Chicago has been notified of Raymond's passing by the Honorable Alderperson Emma Mitts of the 37th Ward; and

WHEREAS, Ray Brownlee was born on March 11, 1963, a beautiful baby boy born to John Mobley, Sr. and Vera Mae Brownlee-Mobley, and grew up to be an adventurous child who loved to build things, especially go-karts; and

WHEREAS, Ray attended Morse and Morton Elementary School and was on the track team at Marshall High School where he graduated in 1981; and

WHEREAS, Ray became a dad at an early age and embraced having four children: Quamita, Rayshon, Demond and the late Raymond, Jr.; and

WHEREAS, Ray married Robin Lewis on June 22, 2002, and from this union a blended family was formed; and

WHEREAS, Ray also started working at a young age learning carpentry from Mr. Farris Cox, and working for John Klicke, Fisher Pen Company, Eversharp Pen Company, Christy Webber Company, St. Cyprian Parish and St. Gertrude Parish; and

WHEREAS, Ray was praised for his skills maintaining those parishes, with his hard work and dedication making the floors sparkle with reflections; and

WHEREAS, Ray confessed his faith in Christ and was baptized in April 2002 at New Life Church under the leadership of Bishop Eddie Wright; and

WHEREAS, He would also attend services at Highway to Heaven from time to time under the leadership of his mother, Pastor Vera Mobley; and

WHEREAS, Ray is survived by his loving wife, Robin; his children: Quarnita James, Rayshon Jackson (Pompey) Hicks, Demond Jackson, Arrena (David) Woods, Darius Adams and Steven (Adrian) Pierre; goddaughter, Marquita King; grandchildren: Tieranna, Summaria, Alijah, Jaylin, Lazerick, India, Lakita, Davina, Audrey, Sage, Journee, Avaya and Jaielle; great-grandchild, A'niyah; siblings: Lisa Brownlee, Marilyn Brownlee, Audtrie Mobley, Denise Mobley Gurley, Luberta Payne, Johnesse Mobley, Terry (Cathy) and William Mobley; special friends, Yvonne and Mark Brizzolaras, Marge, and GK; and a host of aunts, uncles, cousins, nieces, nephews, in-laws and friends; and

WHEREAS, Ray was preceded in death by his son, Raymond, Jr.; great-grandchild, Loyalty; and siblings, Juan Brownlee, Randy, Ronald and John Mobley, Jr.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby extend our most heartfelt condolences to the family and friends of Raymond Brownlee; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Raymond Brownlee.

Presented By

ALDERPERSON NUGENT (39th Ward):

TRIBUTE TO LATE DANIEL L. GOODWIN.

[R2024-0009027]

WHEREAS, Daniel L. Goodwin, teacher and innovative leader in commercial real estate investment and finance, died on January 19, 2024, at the age of 80; and

WHEREAS, The City of Chicago has been notified of Daniel's passing by the Honorable Alderperson Samantha Nugent of the 39th Ward; and

WHEREAS, On June 26, 1943, Daniel L. Goodwin was born in Berwyn, Illinois; as a child, he enrolled in the Chicago Public Schools, graduating from Lane Tech and earning a degree from what was then the Illinois Teachers' College -- Chicago North; and

WHEREAS, With the career goal of being a science teacher, Dan Goodwin got a master's degree from Northern Illinois University and set to work as a science teacher in the Chicago Public School system; he was assigned to schools on the West Side of the city, and worked on the West Side in the 1960s; and

WHEREAS, In the 1960s, Dan, his wife, Carol Goodwin, and their colleagues saw the challenges facing young adults as they searched for safe places to live and raise a family; he and three fellow teachers formed an alliance to acquire, develop, build and manage real estate; and

WHEREAS, Dan Goodwin was chosen to lead what would become The Inland Real Estate Group of Companies, Inc.; with one eye on the financial marketplace and the other eye on customer demand, The Inland Real Estate Group of Companies moved into commercial real estate development; and

WHEREAS, The Inland Real Estate Group of Companies has been a lynchpin for and has launched more than 800 separate real estate investment tranches with various entities, partnerships and affiliations that have led or aided in the development of hundreds of millions of square feet of real estate, have established ties with hundreds of thousands of partners and investors, and have closed more than $80 Billion in commercial real estate transactions; and

WHEREAS, By 2024, The Inland Real Estate Group of Companies had achieved nationwide market-leadership expertise in leasing, property management, land development, commercial real estate brokerage, commercial real estate finance, property finance and property investment; and

WHEREAS, By 2024, under Dan as its founder, chairman and CEO, The Inland Real Estate Group of Companies employed more than 1,000 Americans across the country, experts in real estate development, real estate management, and real estate finance and investment; and

WHEREAS, Chairman and CEO, Dan Goodwin, never forgot his ties to the former Illinois Teachers' College -- Chicago North; what is now Northeastern Illinois University (NEIU), where he sat on their board of trustees; Dan Goodwin also chaired the Northeastern board for 10 years, from 1996 through 2006; in honor of his service, in 2016, Northeastern Illinois University named its College of Education the Daniel L. Goodwin College of Education; and

WHEREAS, Benedictine University, in Lisle, Illinois, developed an even more prolonged interrelationship with Dan Goodwin's life of service -- for more than 30 years, Dan Goodwin served as vice chairman of the university; the Daniel L. Goodwin College of Business (GCOB) at Benedictine University currently has 22 faculty members, administrators and staff, with a career-minded orientation similar to the life path that Dan himself followed; and

WHEREAS, Of the hundreds of local and national recognitions accorded to Dan Goodwin, a select list in 2021 for the works of service he had performed up to that time contained more than 40 separate honors and awards, including an unprecedented three presentations of the Ethics in Business Award by the Better Business Bureau, presented in 2009, 2014 and again in 2017 to The Inland Real Estate Group of Companies; and

WHEREAS, Dan Goodwin never relinquished his passionate support for affordable housing for all Illinois families; he organized the New Directions Housing Corporation, a non-for-profit corporation that has worked closely with financial partners and tax advisors to finance the construction of housing all over Illinois; and

WHEREAS, Dan Goodwin also served for 10 years on the board of the Illinois Housing Development Authority (IHDA) Trust Fund, helping to raise billions of dollars for affordable housing, first-time family housing and senior housing throughout Illinois; and

WHEREAS, Constantly fighting for his native state of Illinois, Dan Goodwin served for many years on the board of the Better Government Association (BGA); to honor his service, the BGA in 2017 renamed the award, bestowing its highest honor as the Daniel L. Goodwin Watchdog Award; and

WHEREAS, Daniel Goodwin's friends described him as a prolific fundraiser, giver, networker and friend of enlightened business and thoughtful finance; now, therefore,

Be It Resolved, The City of Chicago herby expresses their profound grief upon the death of a native son, Daniel L. Goodwin, combined with their gratitude for his unprecedented achievements in business and public service; and

Be It Further Resolved, That suitable copies of this resolution be presented to Carol Goodwin, Daniel L. Goodwin's beloved wife, and his daughters, Jennifer Blaha and Julie Tice, as representatives of the family of the late Daniel L. Goodwin.

Presented By

ALDERPERSON HADDEN (49th Ward),
ALDERPERSON VASQUEZ (40th Ward) And
ALDERPERSON MANAA-HOPPENWORTH (48th Ward):

CONGRATULATIONS EXTENDED TO CLARK DEVON HARDWARE ON 100TH ANNIVERSARY.

[R2024-0009511]

WHEREAS, Clark Devon Hardware, located in Rogers Park, has served the community for the last 100 years with specialized supplies to Chicago's property managers, contractors, companies, hospitals, universities, commercial real estate, and state and local government agencies; and

WHEREAS, For a century, Clark Devon Hardware has also served owners of traditional Chicago homes with one or two flats, six-flat apartment buildings and historic Chicago bungalows.

WHEREAS, Since its opening in 1924, Clark Devon Hardware has been an outstanding symbol of reliability, providing quality hardware products and exceptional customer service for three generations to Chicagoans; and

WHEREAS, Clark Devon Hardware is the biggest independent hardware store in the region. It was recently sold to its 65 employees as part of an employee stock ownership plan; and

WHEREAS, It is a cornerstone of the Rogers Park community, embodying the values of hard work, dedication and integrity of the neighborhood; and

WHEREAS, Over the last century, Clark Devon Hardware has proven to be remarkably resilient and adaptive, constantly changing to suit the changing needs of both its customers and the community it serves, becoming a staple of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this 22nd day of May 2024, do hereby congratulate Clark Devon Hardware on a century of outstanding service to the citizens of Chicago and express our sincere gratitude; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clark Devon Hardware.

Presented By

ALDERPERSON LAWSON (44th Ward):

DECLARATION OF JUNE 1, 2024 AS "ASHVIN LAD DAY" IN CHICAGO.

[R2024-0009324]

WHEREAS, It is the desire of the City of Chicago City Council to recognize outstanding individuals within our community who have made significant contributions to the betterment of our city; and

WHEREAS, For almost two decades, Ashvin Lad has been an outstanding citizen of Chicago and esteemed member of his community, exemplifying the spirit of resilience, compassion and civic engagement through his remarkable life journey and tireless dedication to civic service; and

WHEREAS, Ashvin Lad is a beacon of hope and inspiration, having triumphed over cancer in 2000 and subsequently dedicating his time to counsel cancer patients, offering support and guidance in their own battles; and

WHEREAS, Ashvin Lad's commitment to philanthropy is commendable, having raised hundreds of thousands of dollars in charitable donations and serving on the boards of multiple nonprofit organizations, where his leadership has made a meaningful difference in the lives of many; and

WHEREAS, Ashvin Lad has served with distinction in various professional capacities, including a tenure in Illinois State Government and his diverse experiences in industries such as biomedical engineering, financial services and renewable energy as well as entrepreneurship, reflect his adaptability and dedication to excellence; and

WHEREAS, Ashvin Lad has been an active participant in Chicago's political landscape, demonstrating his commitment to civic engagement and advocacy for positive change within our city; and

WHEREAS, Ashvin Lad's unwavering support for Chicago sports teams, his dedication to physical fitness exemplified by his completion of the Chicago Marathon, and his love for our city's rich culture and heritage further demonstrate his deep connection to Chicago; and

WHEREAS, The Honorable Bennett R. Lawson, Alderperson of the 44th Ward, has apprised this august body about this exceptional pillar of his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 22nd day of May 2024, do hereby declare June 1, 2024 to be "Ashvin Lad Day" in Chicago in recognition of his exceptional contributions to our community as well as his embodiment of the values that make up the vibrant fabric of our great city, and express our pride in his resilience, compassion and civic engagement.

Be It Further Resolved, That a suitable copy of this resolution shall be prepared and presented to Ashvin Lad as a token of our appreciation and esteem for his outstanding service and dedication to the City of Chicago.

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO KATHERINE ASARO ON 92ND BIRTHDAY.
[R2024-0009458]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Katherine Asaro in honor of her 92nd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Katherine Asaro on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Katherine Asaro on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Katherine Asaro.

CONGRATULATIONS EXTENDED TO PHILLIP DEWALD ON 70TH BIRTHDAY.
[R2024-0009466]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Phillip Dewald in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Phillip Dewald on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Phillip Dewald on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Phillip Dewald.

CONGRATULATIONS EXTENDED TO JOHN FLESCH ON 75TH BIRTHDAY.
[R2024-0009467]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to John Flesch in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to John Flesch on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate John Flesch on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John Flesch.

CONGRATULATIONS EXTENDED TO JULIO LIBOY ON 65TH BIRTHDAY.

[R2024-0009470]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Julio Liboy in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Julio Liboy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Julio Liboy on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Julio Liboy.

CONGRATULATIONS EXTENDED TO STEVE MARR ON 70TH BIRTHDAY.

[R2024-0009472]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steven Marr in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Steven Marr on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Steven Marr on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Steven Marr.

CONGRATULATIONS EXTENDED TO STEVE MARTONFFY ON 65TH BIRTHDAY.
[R2024-0009474]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steve Martonffy in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Steve Martonffy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Steve Martonffy on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Steve Martonffy.

CONGRATULATIONS EXTENDED TO LORETTA MATHEIS ON 90TH BIRTHDAY.
[R2024-0009460]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Loretta Matheis in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Loretta Matheis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Loretta Matheis on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Loretta Matheis.

CONGRATULATIONS EXTENDED TO LAURA METZ ON 65TH BIRTHDAY.
[R2024-0009461]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Laura Metz in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Laura Metz on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Laura Metz on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Laura Metz.

CONGRATULATIONS EXTENDED TO JUNE PODAGROSI ON 70TH BIRTHDAY.

[R2024-0009462]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to June Podagrosi in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to June Podagrosi on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate June Podagrosi on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to June Podagrosi.

CONGRATULATIONS EXTENDED TO JOSEPH PONTRELLI ON 75TH BIRTHDAY.

[R2024-0009476]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Joseph Pontrelli in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Joseph Pontrelli on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Joseph Pontrelli on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Joseph Pontrelli.

CONGRATULATIONS EXTENDED TO STACY REGULSKI ON 65TH BIRTHDAY.
[R2024-0009456]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Stacy Regulski in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Stacy Regulski on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Stacy Regulski on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Stacy Regulski.

CONGRATULATIONS EXTENDED TO HOPE TOLEDO ON 70TH BIRTHDAY.
[R2024-0009464]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Hope Toledo in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Hope Toledo on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Hope Toledo on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Hope Toledo.

CONGRATULATIONS EXTENDED TO MARY TRAVERS ON 65TH BIRTHDAY.
[R2024-0009465]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mary Travers in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mary Travers on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Mary Travers on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mary Travers.

CONGRATULATIONS EXTENDED TO RALPH VACCARO ON 90TH BIRTHDAY.
[R2024-0009477]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Ralph Vaccaro in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Ralph Vaccaro on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 22nd day of May 2024, do hereby congratulate Ralph Vaccaro on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ralph Vaccaro.

MATTERS PRESENTED BY THE ALDERPERSONS.

(Presented By Wards, In Order, Beginning With The 50th Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONE ON PORTION OF S. WOLCOTT AVE.

[O2024-0009201]

Alderperson Burnett (27th Ward) presented a proposed ordinance to establish a loading zone on the east side of South Wolcott Avenue, from West Roosevelt Road to West Grenshaw Street (1121 -- 1199 South Wolcott Avenue), to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF LOADING ZONE ON PORTION OF N. MILWAUKEE AVE.

[O2024-0009683]

Alderperson La Spata (1st Ward) presented a proposed ordinance to amend an ordinance previously passed on January 26, 2022, *Journal of the Proceedings of the City Council of the City of Chicago,* page 43408, which reads: "1400 -- 1499 and 1500 -- 1599 North Milwaukee Avenue -- no parking loading zone -- 10:00 P.M. to 5:00 A.M. -- Thursday through

Sunday" by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

Alderperson Rodriguez (22nd Ward) presented proposed ordinances to amend previously passed ordinances which restricted the movement of traffic to a single direction on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

West 24th Street, from South Harding Avenue to South Spaulding Avenue -- one-way, easterly -- except bicycles;

[O2024-0009166]

West 32nd Street, from South Keeler Avenue to South Pulaski Road -- one-way, easterly -- except bicycles.

[O2024-0009164]

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Permit Number
LA SPATA (1st Ward)	North Oakley Avenue, at 1516 (handicapped permit parking); [O2024-0009685]
	West Medill Avenue, at 2709 (handicapped permit parking); [O2024-0009687]

Alderperson	Location And Permit Number
HALL (6th Ward)	South Calumet Avenue, at 7935 (Handicapped Parking Permit 131847); [O2024-0009190]
	South Vernon Avenue, at 8135 (Handicapped Parking Permit 132679); [O2024-0009170]
	South Wabash Avenue, at 7349 (handicapped permit parking); [O2024-0009169]
	East 89th Place, at 81 (Handicapped Parking Permit 130567); [O2024-0009211]
MITCHELL (7th Ward)	South Kingston Avenue, at 8438 (Handicapped Parking Permit 131610); [O2024-0009689]
HARRIS (8th Ward)	South Maryland Avenue, at 7701 (Handicapped Parking Permit 132828); [O2024-0009033]
BEALE (9th Ward)	West 95th Place, at 429 (Handicapped Parking Permit 133407); [O2024-0009690]
CHICO (10th Ward)	South Green Bay Avenue, at 10653 (Handicapped Parking Permit 131640); [O2024-0009355]
LEE (11th Ward)	South Loomis Street, at 3037 (Handicapped Parking Permit 133530); [O2024-0009491]

Alderperson	Location And Permit Number
	West 25th Street, at 1133 (Handicapped Parking Permit 133666); [O2024-0009490]
	West 34th Place, at 1813 (Handicapped Parking Permit 133099); [O2024-0009691]
QUINN (13th Ward)	South Keating Avenue, at 6330 (Handicapped Parking Permit 133057); [O2024-0009310]
	South Keating Avenue, at 6459 (Handicapped Parking Permit 133057); [O2024-0009378]
	South Kilbourn Avenue, at 6217 (Handicapped Parking Permit 133500); [O2024-0009377]
	South Kostner Avenue, at 5939 (Handicapped Parking Permit 131163); [O2024-0009372]
	South Major Avenue, at 6037 (Handicapped Parking Permit 133074); [O2024-0009311]
	South Mason Avenue, at 5709 (Handicapped Parking Permit 133486); [O2024-0009374]
	South Mobile Avenue, at 6006 (Handicapped Parking Permit 133073); [O2024-0009312]
	South Natoma Avenue, at 5741 (Handicapped Parking Permit 133082); [O2024-0009313]
	South Parkside Avenue, at 6042 (Handicapped Parking Permit 133056); [O2024-0009308]
	South Tripp Avenue, at 5850 (Handicapped Parking Permit 133502); [O2024-0009376]
	South Tripp Avenue, at 6016 (Handicapped Parking Permit 133072); [O2024-0009316]

Alderperson	Location And Permit Number
	West 56th Place, at 4114 (Handicapped Parking Permit 133059); [O2024-0009309]
GUTIÉRREZ (14th Ward)	South Homan Avenue, at 5749 (Handicapped Parking Permit 133389); [O2024-0009692]
	South Spaulding Avenue, at 5610 (Handicapped Parking Permit 133463); [O2024-0009694]
	South Trumbull Avenue, at 5622 (Handicapped Parking Permit 133559); [O2024-0009693]
LOPEZ (15th Ward)	South Albany Avenue, at 6445 (Handicapped Parking Permit 133573); [O2024-0009436]
	South Artesian Avenue, at 5125 (Handicapped Parking Permit 133211); [O2024-0009444]
	South Artesian Avenue, at 5834 (Handicapped Parking Permit 133430); [O2024-0009433]
	South Mozart Street, at 6415 (Handicapped Parking Permit 133457); [O2024-0009438]
	South Mozart Street, at 6437 (Handicapped Parking Permit 132406); [O2024-0009434]
	South Paulina Street, at 4637 (Handicapped Parking Permit 133560); [O2024-0009440]
	South Washtenaw Avenue, at 5710 (Handicapped Parking Permit 133448); [O2024-0009437]

Alderperson	Location And Permit Number
	West 49th Street, at 616 (Handicapped Parking Permit 134061); [O2024-0009439]
COLEMAN (16th Ward)	South Maplewood Avenue, at 6550 (Handicapped Parking Permit 129525); [O2024-0009469]
	South Wolcott Avenue, at 6727 (Handicapped Parking Permit 133227); [O2024-0009533]
O'SHEA (19th Ward)	South Charles Street, at 9934 (handicapped permit parking); [O2024-0009367]
MOSLEY (21st Ward)	South Emerald Avenue, at 8938 (Handicapped Parking Permit 133618); [O2024-0009698]
	West 108th Street, at 1253 (Handicapped Parking Permit 133540); [O2024-0009697]
RODRÍGUEZ (22nd Ward)	South Avers Avenue, at 2619 (Handicapped Parking Permit 133487); [O2024-0009703]
	South Christiana Avenue, at 2727 (Handicapped Parking Permit 132186); [O2024-0009702]
	South Leamington Avenue, at 4605 (Handicapped Parking Permit 133382); [O2024-0009700]
TABARES (23rd Ward)	West 57th Place, at 3820 (Handicapped Parking Permit 133816); [O2024-0009502]

Alderperson	Location And Permit Number
	West 57th Street, at 3603 (Handicapped Parking Permit 133027); [O2024-0009365]
	West 60th Street, at 3713 (Handicapped Parking Permit 133391); [O2024-0009293]
	West 69th Street, at 3625 (Handicapped Parking Permit 133305); [O2024-0009500]
SIGCHO-LOPEZ (25th Ward)	South Wood Street, at 2235 (handicapped permit parking); [O2024-0009497]
BURNETT (27th Ward)	West Adams Street, at 2221 (Handicapped Parking Permit 133340); [O2024-0009706]
	West Walnut Street, at 2922 (Handicapped Parking Permit 132816); [O2024-0009200]
	West Warren Boulevard, at 2671 (Handicapped Parking Permit 133019); [O2024-0009705]
TALIAFERRO (29th Ward)	North Nashville Avenue, at 1834 (Handicapped Parking Permit 133127); [O2024-0009261]
	West West End Avenue, at 5712 (handicapped permit parking); [O2024-0009258]
CARDONA (31st Ward)	West Cornelia Avenue, at 4835 (Handicapped Parking Permit 132780); [O2024-0009207]
	West Cornelia Avenue, at 5048 (Handicapped Parking Permit 132321); [O2024-0009333]

Alderperson	Location And Permit Number
RODRÍGUEZ-SÁNCHEZ	
(33rd Ward)	North St. Louis Avenue, at 4555 (Handicapped Parking Permit 132385); [O2024-0009242]
RAMIREZ-ROSA	
(35th Ward)	North Drake Avenue, at 3112 (Handicapped Parking Permit 104954); [O2024-0009181]
VILLEGAS	
(36th Ward)	West Thomas Street, at 2658 (Handicapped Parking Permit 133284); [O2024-0009494]
MITTS	
(37th Ward)	West Cortez Street, at 4329 (Handicapped Parking Permit 132991); [O2024-0009177]
	West Crystal Street, at 4222 (Handicapped Parking Permit 127744); [O2024-0009241]
	West Crystal Street, at 4843 (Handicapped Parking Permit 133133); [O2024-0009334]
	West Crystal Street, at 4945 (Handicapped Parking Permit 133319); [O2024-0009175]
	West Erie Street, at 4938 (Handicapped Parking Permit 132927); [O2024-0009176]
SPOSATO	
(38th Ward)	North Moody Avenue, at 4223 (Handicapped Parking Permit 132372); [O2024-0009541]
NAPOLITANO	
(41st Ward)	West Catalpa Avenue, at 8432 (Handicapped Parking Permit 132998); [O2024-0009709]

Alderperson	Location And Permit Number
	North Navarre Avenue, at 6079 (Handicapped Parking Permit 133166); [O2024-0009710]
GARDINER (45th Ward)	North Long Avenue, at 4349 (Handicapped Parking Permit 133434); [O2024-0009492]
SILVERSTEIN (50th Ward)	North Washtenaw Avenue, at 7053 (Handicapped Parking Permit 133140); [O2024-0009307]
	North Whipple Street, at 6050 (Handicapped Parking Permit 132425). [O2024-0009427]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Permit Number
RAMIREZ (12th Ward)	Repeal Handicapped Parking Permit 46627 at 4065 South Campbell Avenue; [O2024-0009366]
QUINN (13th Ward)	Amend ordinance which reads: "South Rutherford Avenue, at 5708 (Handicapped Permit Parking 131518)" by striking the above; [O2024-0009446]

Alderperson	Location And Permit Number
TABARES (23rd Ward)	Amend ordinance which reads: "West 58th Place, at 3725 (Handicapped Permit Parking 120777)" by striking the above; [O2024-0009364]
FUENTES (26th Ward)	Amend ordinance which reads: "North Maplewood Avenue, at 1306 (Handicapped Permit Parking 97555)" by striking the above; [O2024-00009172]
CARDONA (31st Ward)	Amend ordinance which reads: "West Deming Place, at 4716 (Handicapped Permit Parking 108168)" by striking the above; [O2024-0009247] Amend ordinance which reads: "West Schubert Avenue, at 4339 (Handicapped Permit Parking 104508)" by striking the above; [O2024-0009246]
GARDINER (45th Ward)	Amend ordinance which reads: "West Agitate Avenue, at 5158 (Handicapped Permit Parking 129747)" by striking the above; [O2024-0009484] Amend ordinance which reads: "West Hutchinson Street, at 5154 (Handicapped Permit Parking 114822)" by striking the above; [O2024-0009488] Amend ordinance which reads: "North Marmora Avenue, at 5231 (Handicapped Permit Parking 8635)" by striking the above; [O2024-0009483]
SILVERSTEIN (50th Ward)	Amend ordinance which reads: "West Estes Avenue, at 2826 (Handicapped Permit Parking 115087)" by striking the above. [O2024-0009154]

Referred -- INSTALLATION OF "NO TRUCK PARKING" SIGNS ON PORTION OF W. 87TH ST.

[Or2024-0009699]

Alderperson Mosley (21st Ward) presented a proposed order directing the Commissioner of Transportation to install "No Truck Parking" signs on both sides of West 87th Street, from South Loomis Avenue to South Ashland Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- REMOVAL OF NO PARKING ZONE ON PORTION OF S. STATE ST.

[O2024-0009187]

Alderperson Dowell (3rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established a no parking zone on the west side of South State Street, from 4018 to 4032, in effect from 9:00 P.M. to 6:00 A.M., on all days, by removing the above, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances and an order to establish residential permit parking zones at the locations designated and for the distances and times specified, public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location, Distance And Time
FUENTES (26th Ward)	North Richmond Street, at 1101 -- 1143 (odd side) and 1102 -- 1142 (even side) -- 6:00 P.M. to 6:00 A.M. -- all days; [O2024-0009100]
	North Sacramento Avenue, at 1100 -- 1142 (even side) and 1103 -- 1143 (odd side) -- 6:00 P.M. to 6:00 A.M. -- all days -- Residential Permit Parking Zone 2626; [O2024-0009370]

Alderperson	Location, Distance And Time
BURNETT (27th Ward)	North St. Louis Avenue, at 800 -- 899 -- at all times -- all days; [O2024-0009199]
ERVIN (28th Ward)	148 -- 185 North Leamington Avenue (both sides) from West West End Avenue to West Maypole Street -- at all times -- all days. [Or2024-0009405]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances for the amendment of previously passed ordinances which established residential permit parking zones at the locations designated and for the distances and times specified, public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location, Distance And Time
LOPEZ (15th Ward)	Amend Residential Permit Parking Zone 2402 which reads: "4601 -- 4643 South Emerald Avenue (east side) -- at all times -- all days" by striking the above and inserting: "4600 -- 4699 South Emerald Avenue (both sides) -- at all times -- all days" in lieu thereof; [O2024-0009695]
O'SHEA (19th Ward)	Amend residential permit parking zone at 2314 -- 2322 West 115th Street -- 7:00 A.M. to 7:00 P.M. to include 11438 and 11500 South Oakley Avenue; [O2024-0009214]

Alderperson	Location, Distance And Time
CONWAY (34th Ward)	Amend Residential Permit Parking Zone 5 which reads: "West Lexington Avenue (south side) from South Ada Street to South Lytle Street; West Flournoy Street (both sides) from South Loomis Street to South Lytle Street; and South Lytle Street (both sides) from West Lexington Street to West Flournoy Street -- 7:30 A.M. to 1:00 P.M. -- Sundays and 5:00 P.M. to 10:00 P.M. -- Wednesdays" by adding: "1200 -- 1368 West Lexington Street (north side) from South Racine Avenue to South Loomis Street (cul-de-sac)" and "700 -- 730 South Ada Street (both sides) from West Lexington Street to West Flournoy Street". [O2024-0009279]

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 1944.
[Or2024-0009696]

Alderperson Lopez (15th Ward) presented a proposed order for the extension of Residential Permit Parking Zones 1944 to wrap around the south side of West 44th Street (4400 South Artesian Avenue) from South Artesian Avenue to the first alley west thereof, and to wrap around the south side of West 44th Street (4401 South Artesian Avenue) from South Artesian Avenue to the first alley east thereof, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- REPEAL OF RESIDENTIAL PERMIT PARKING ZONE 1263.
[O2024-0009215]

Alderperson O'Shea (19th Ward) presented a proposed ordinance amending a previously passed ordinance which reads: "South Lawndale Avenue (both sides) from West 103rd Street to West 104th Street -- Residential Permit Parking Zone 1263" by removing the above, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF DIAGONAL PARKING SIGNS ON PORTION W. VAN BUREN ST.

[O2024-0009272]

Alderperson Conway (34th Ward) presented a proposed ordinance for the installation of diagonal parking signs on the south side of West Van Buren Street, from a point 390 feet east of South Ashland Avenue to South Loomis Street, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- REPEAL OF INDUSTRIAL PERMIT PARKING ZONE 67.

[O2024-0009787]

Alderperson Burnett (27th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established Industrial Permit Parking Zone 67 on the east side of South Wolcott Avenue, from West Roosevelt Road to West Grenshaw Street (1121 -- 1199 South Wolcott Avenue (east side)), in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF 20 MILES-PER-HOUR SPEED LIMITATION SIGNS.

Alderperson Rodríguez (22nd Ward) presented proposed ordinances for the installation of 20 miles-per-hour speed limitation signs at the locations designated, for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Central Park Avenue, from West 32nd Street to West 26th Street;

[O2024-0009160]

West 24th Street, from South Pulaski Road to South Spaulding Avenue;

[O2024-0009159]

West 32nd Street, from South Keeler Avenue to South Central Park Avenue.

[O2024-0009161]

Referred -- INSTALLATION OF "NO PARKING" SIGNS.

The alderpersons named below presented a proposed ordinances directing the Commissioner of Transportation to install "no parking" signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Type Of Sign
RAMIREZ (12th Ward)	South Mozart Street (east side) from a point 190 feet north of West 42nd Street to a point 215 feet north thereof -- no parking except official school personnel only -- tow-away zone -- 7:00 A.M. to 4:30 P.M. -- school days; [O2024-0009216]
FUENTES (26th Ward)	North Lamon Avenue (east side) from a point 30 feet south of West Shakespeare Avenue to a point 120 feet south thereof, and West Shakespeare Avenue (south side) from North Lamon Avenue to North Cicero Avenue -- no parking except official school personnel only -- tow-away zone -- 7:00 A.M. to 4:30 P.M. -- school days; [O2024-0009025]
BURNETT (27th Ward)	West Walnut Street (both sides) from North Paulina Street to a point 100 feet west thereof (1700 -- 1725 West Walnut Street) -- no parking/tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; [O2024-0009704]
ERVIN (28th Ward)	North Keeler Avenue (west side) from West Lake Street to West Kinzie Street (322 -- 326 South Keeler Avenue and 336 -- 346 South Keeler Avenue) -- no parking/tow-away zone -- at all times -- all days; [O2024-0009513]
	North Keeler Avenue (east side) from West Lake Street to West Kinzie Street (331 -- 341 South Keeler Avenue and 353 -- 377 South Keeler Avenue) -- no parking/tow-away zone -- at all times -- all days; [O2024-0009515]

Alderperson	Location And Type Of Sign
CONWAY (34th Ward)	West Van Buren Street (north side) from a point 45 feet east of South Green Street to a point 40 feet east thereof -- no parking except Honduran Consulate only -- tow-away zone -- at all times -- all days; [O2024-0009271]
REILLY (42nd Ward)	East Wacker Drive (south side) from a point 218 feet east of North Michigan Avenue to a point 20 feet east thereof -- no parking except Spanish Consulate only -- tow-away zone -- at all times -- all days; [O2024-0009711]
LAWSON (44th Ward)	North Seminary Avenue (east side) from West Waveland Avenue to the first alley north thereof -- no parking except fire department personnel only -- tow-away zone -- at all times -- all days (public benefit). [O2024-0009328]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Type Of Sign
LA SPATA (1st Ward)	North Greenview Avenue and West Augusta Boulevard -- "All-Way Stop"; [O2024-0009688]
	North Noble Street and West Evergreen Avenue -- "Two-Way Stop"; [O2024-0009682]

Alderperson	Location And Type Of Sign
HALL (6th Ward)	East 86th Street and South Wabash Avenue -- "All-Way Stop"; [O2024-0009185]
CHICO (10th Ward)	East 109th Street and South Avenue L -- "All-Way Stop"; [O2024-0009135]
	East 111th Street and South Avenue E -- "All-Way Stop"; [O2024-0009163]
QUINN (13th Ward)	West 55th Street and South Kildare Avenue -- "All-Way Stop"; [Or2024-0009413]
	West 55th Street and South Tripp Avenue -- "All-Way Stop"; [Or2024-0009414]
	West 60th Street and South Rutherford Avenue -- "All-Way Stop"; [Or2024-0009415]
TABARES (23rd Ward)	West 53rd Street and South Mason Avenue -- "All-Way Stop"; [Or2024-0009428]
BURNETT (27th Ward)	North Peoria Street and West Fulton Street -- "All-Way Stop"; [O2024-0009707]
CONWAY (34th Ward)	West Van Buren Street and westbound Eisenhower exit ramp -- "One-Way Stop"; [O2024-0009277]
VILLEGAS (36th Ward)	West Schubert Avenue and North Oak Park Avenue -- "All-Way Stop"; [O2024-0009383]

Alderperson	Location And Type Of Sign
NAPOLITANO (41st Ward)	North Nashville Avenue and West Balmoral Avenue -- "Four-Way Stop".

[Or2024-0009708]

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2. ZONING ORDINANCE AMENDMENTS.

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 MOSLEY (21st Ward):

To classify as a B3-1 Community Shopping District instead of Planned Development Number 131 the area shown on Map Number 28-G bounded by:

a line 13 feet north of the public alley next north of and parallel to West 115th Street; South Halsted Street; the public alley next west of and parallel to South Halsted Street; and the public alley next north of and parallel to West 115th Street (common address: 11350 South Halsted Street).

[O2024-0009680]

BY ALDERPERSON FUENTES (26th Ward):

To classify as a B2-5 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 3-I bounded by:

the alley next north of and parallel to West Division Street; a line 253.36 feet west of and parallel to North Rockwell Street; West Division Street; and a line 278.36 feet west of and parallel to North Rockwell Street (common address: 2626 West Division Street).

[O2024-0009209]

BY ALDERPERSON MARTIN (47th Ward):

To classify as an RS3 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RT4 Residential Single-Unit (Detached House) District the area shown on Map Number 9-H bounded by:

a line 70.47 feet north of and parallel to West Byron Street; North Hamilton Avenue; a line 40.47 feet north of and parallel to West Byron Street; and the public alley next west of and parallel to North Hamilton Avenue (common address: 3904 North Hamilton Avenue).

[O2024-0009681]

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3. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERPERSON LA SPATA (1st Ward):

Referred -- CALL FOR HEARING(S) ON BENEFITS OF CITY OF CHICAGO BUS INFRASTRUCTURE IMPROVEMENTS.

[R2024-0009627]

A proposed resolution calling on the Committee on Pedestrian and Traffic Safety to hold a subject matter hearing with the Chicago Transit Authority (CTA) and Chicago Department of Transportation (CDOT) on how bus infrastructure improvements would impact mobility and traffic safety, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

ALDERPERSON LA SPATA (1st Ward) And ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- CALL FOR HEARING(S) ON POTENTIAL LOSS OF GREYHOUND BUS TERMINAL AT 630 W. HARRISON ST. AND FEASIBILITY OF PEDWAY CONNECTION TO CLINTON BLUE LINE STATION AND UNION STATION.

[R2024-0009641]

A proposed resolution calling on the Committee on Pedestrian and Traffic Safety with experts and advocates, including from the Chicago Department of Transportation, Amtrak and Greyhound, to discuss the potential loss of the Greyhound Bus Terminal at 630 West Harrison Street due to purchase and listing for sale of said property and assess the feasibility to secure a permanent intercity bus terminal including connection to the Clinton Blue Line Station and Union Station via pedway, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

ALDERPERSON HOPKINS (2nd Ward):

Referred -- VACATION OF PORTION OF E. ERIE ST., BETWEEN N. ST. CLAIR ST. AND N. FAIRBANKS CT. FOR CONSTRUCTION OF PEDESTRIAN OVERPASS.

[O2024-0009353]

A proposed ordinance authorizing the vacation of Lots 1 to 9 in the subdivision of Lot A in Newberry's Subdivision of Block 43 in Kinzie's Addition to Chicago; Lots 1 to 9, inclusive, in Newberry Estate Subdivision of Block 43 in Kinzie's Addition to Chicago; the east and west alley vacated; and that part of the property and space at 675 North St. Clair Street lying 229.58 feet above and 346.06 feet below Chicago City Datum; and all of Lots 1 through 8, 27, and a portion of Lot 26 in the subdivision of the west 394 feet in Block 32 in Kinzie's Addition to Chicago for use by Northwestern Memorial Hospital and Northwestern Memorial HealthCare to construct, maintain and operate a pedestrian overpass to bridge the public right-of-way from 675 North St. Clair Street, 201 East Huron Street, and 251 East Huron Street to 633 North St. Clair Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- DESIGNATION OF ALLOY REAL PROPERTIES AT 2031 -- 2033 N. KINGSBURY ST. AND 2032 N. CLYBURN AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2024-0009659]

Also, a proposed ordinance designating the properties at 2031 -- 2033 North Kingsbury Street, known as the Alloy Real Property, and 2032 North Clybourn Avenue, known as Annexation Real Property, as low-affordability communities pursuant to Chapter 15-178 of the Illinois Property Tax Code, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1414 S. WABASH AVE.

[Or2024-0009188]

A proposed order for the issuance of a permit to install a sign/signboard at 1414 South Wabash Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON ROBINSON (4th Ward):

Referred -- AMENDMENT OF SECTION 9-64-050 OF MUNICIPAL CODE BY ESTABLISHING PRIORITY REAPPLICATION PROCESS FOR RESTRICTED PARKING SPACE APPLICANTS.

[O2024-0009140]

A proposed ordinance to amend Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago to allow applicants denied for restricted parking spaces to reapply for a space within 30 days of being notified when a suitable restricted parking space becomes available, and receiving priority on such reapplication based on the date of the original denied application, should the original application have been denied due to a space not being in a location

accessible to the applicant's primary residence or due to alternative accessible off-street parking, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF CHAPTER 2-36 OF MUNICIPAL CODE BY ADDING NEW ARTICLE VI ESTABLISHING DEPARTMENT OF AFFIRMATIVE ACTION OFFICER AND FIRE DEPARTMENT COMMUNITY ADVISORY BOARD.

[O2024-0009671]

Also, a proposed ordinance to amend Title 2, Chapter 36 of the Municipal Code of Chicago by adding new Article VI entitled "Affirmative Action Officer and Advisory Board" to direct the Fire Commissioner to appoint an officer to be known as the Department of Affirmative Action Officer to oversee the implementation and effectiveness of an affirmative action plan, per the collective bargaining agreement; and further, to direct the Fire Department to establish a Fire Department Community Advisory Board consisting of 11 members appointed by the Mayor, consisting of: four representatives from organizations within the Black community; two representatives from organizations within the Hispanic community; two representatives from Local 2 of the International Association of Fire Fighters; and three additional representatives appointed by the Mayor, for the purposes of monitoring the Fire Department's progress on implementation of the affirmative action plan, and receiving reports of such progress annually from the Fire Department, which was *Referred to the Committee on Police and Fire.*

Referred -- STANDARDIZATION OF PORTION OF E. PERSHING RD. AS "LYDIA EUDORA ASHBURNE WAY".

[O2024-0009148]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East Pershing Road, from South Dr. Martin Luther King, Jr. Drive to South Vincennes Avenue, as "Lydia Eudora Ashburne Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 3300 AND 3302 S. GILES AVE.

[Or2024-0009712]

Also, a proposed order authorizing the Commissioners of Buildings, Finance and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the construction of

two new single-family, wood-frame residential buildings on the historical landmark properties at 3300 and 3302 South Giles Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON HALL (6th Ward):

Referred -- EXEMPTION OF GZN INFANT SUITS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009002]

A proposed ordinance to exempt GZN Infant Suits from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 521 East 71st Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON MITCHELL (7th Ward):

Referred -- STANDARDIZATION OF PORTION OF E. 78TH ST. AS "DR. DONDA WEST WAY".

[O2024-0009679]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 78th Street, from South South Shore Drive to South Coles Avenue, as "Dr. Donda West Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON BEALE (9th Ward):

Referred -- MODIFICATION OF FEE REDUCTIONS AND WAIVERS FOR REDEVELOPMENT AGREEMENT FOR RECLAIMING ROSELAND PROJECT.

[O2024-0009638]

A proposed ordinance to modify the City Lots for Working Families Program for the Reclaiming Roseland Project, established by ordinance passed on April 17, 2024, to allow the developer to construct more than the maximum 20 homes on the city lots identified in the original ordinance; to change all references to "Appraised Value" in the project ordinance to "Market Valuation"; and further, to enter into and execute a redevelopment agreement with the developer which shall reduce or waive certain fees, waive MBE/WBE requirements, and waive City Residency Hiring Requirements, which was *Referred to the Committee on Housing and Real Estate.*

Presented By

ALDERPERSON CHICO (10th Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 10TH WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT.

[O2024-0009459]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 0017 Wage Allowance Account or 9008 Aldermanic Expense Account for the 10th Ward to meet the necessary obligations that have been or may be incurred during Year 2024, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS STREETS.

[O2024-0009165]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsections 10.37, 10.84, 10.229 and 10.274 to disallow the

issuance of additional alcoholic liquor licenses on: West 93rd Street, from South Houston Avenue to South Chicago Avenue thence to West Exchange Avenue; West 106th Street, from South Avenue H to South Avenue M; South Brandon Avenue, from West 134th Street to West Brainard Avenue; and West 100th Street, from the Pitts, Fort Wayne and Chicago Railroad right-of-way to South Escanaba Avenue, respectively; and to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsections 10.62, 10.73, 10.84, 10.201, 10.260 and 10.348 to disallow the issuance of additional package goods licenses on: West 100th Street, from the Pitts, Fort Wayne and Chicago Railroad right-of-way to South Escanaba Avenue; South Indianapolis Avenue, from West 103rd Street to West 106th Street; West 106th Street, from South Avenue H to South Avenue M; South Avenue O, from West 118th Street to West 130th Street; South Commercial Avenue, from West 91st Street to South Chicago Avenue thence to South Harbor Avenue; and West 118th Street, from South Avenue O to South Avenue J, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- STANDARDIZATION OF PORTION OF E. 110TH ST. AND S. MACKINAW AVE. AS "WILLIAM J. 'BILL' KRESS".

[O2024-0009167]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 110th Street and South Mackinaw Avenue as "William J. 'Bill' Kress", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

A Sweets Girl Bakery -- 4305 South Halsted Street;

[O2024-0009448]

CCTZ Investments LLC -- 2552 -- 2554 South Normal Avenue; and

[O2024-0009265]

J&J Car Wash -- 349 West 31st Street.

[O2024-0009264]

Presented By

ALDERPERSON LOPEZ (15th Ward):

Referred -- CALL ON COMMONWEALTH EDISON TO TESTIFY ON FAILURE TO AVERT POWER OUTAGES WITHIN CITY OF CHICAGO.

[R2024-0009669]

A proposed resolution calling on representatives of Commonwealth Edison to testify before the Committee on Environmental Protection and Energy on Commonwealth Edison's failure to avert outages within the City of Chicago, which was *Referred to the Committee on Environmental Protection and Energy.*

Referred -- CALL ON CHIEF SUSTAINABILITY OFFICER ANGELA TOVAR TO TESTIFY ON FAILED PARTNERSHIP WITH RAINREADY.

[R2024-0009668]

Also, a proposed resolution calling on the City of Chicago Chief Sustainability Officer to testify before the Committee on Environmental Protection and Energy on the failure to partner with RainReady for the deployment of services to mitigate flood prevention within the City of Chicago, which was *Referred to the Committee on Environmental Protection and Energy.*

Referred -- AMENDMENT OF CHAPTER 8-5 OF MUNICIPAL CODE BY ADDING NEW SECTION 8-5-010 ENHANCING PENALTIES FOR PERSONS ARRESTED WHILE CONCEALING THEIR IDENTITY DURING VIOLATION OF TITLE 8 AFFECTING PUBLIC PEACE, MORALS AND WELFARE.

[O2024-0009463]

Also, a proposed ordinance to amend Title 8, Chapter 5 of the Municipal Code of Chicago by adding new Section 8-5-010 to implement penalties of 10 days imprisonment, a

$5,000 fine, and up to 120 hours of community service, for any person arrested for any violation of any section of Title 8 affecting public peace, morals and welfare while wearing a mask, hood, or other clothing or device that conceals or attempts to conceal the person's identity at the time of the offense, which was *Referred to the Committee on Public Safety.*

Referred -- AMENDMENT OF SECTION 2-8-040 OF MUNICIPAL CODE BY ESTABLISHING EXCEPTION TO ANNUAL ALDERMANIC INTRODUCTION LIMIT FOR HONORARY STREET DESIGNATIONS.

[O2024-0009245]

Also, a proposed ordinance to amend Title 2, Chapter 8, Section 040 of the Municipal Code of Chicago to exempt honorary street designations submitted by alderpersons for city employees who died in the line of duty from counting against the aldermanic allotment in a calendar year; to require the cost incurred for the installation of such honorary street sign to be paid by the Department of Transportation; and further, to exempt such honorary street designation from the standard five-year expiration, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON LOPEZ (15th Ward) And
ALDERPERSON GARDINER (45th Ward):

Referred -- AMENDMENT OF TITLES 2, 3 AND 11 OF MUNICIPAL CODE BY EXEMPTING PROPERTY OWNED, LEASED OR OCCUPIED BY CITY OF CHICAGO FROM PAYMENT OF MUNICIPAL CHARGES.

[O2024-0009435]

A proposed ordinance to amend Titles 2, 3 and 11 of the Municipal Code of Chicago by modifying Section 2-25-060 to exempt all property owned, leased or occupied by the City of Chicago, including aldermanic offices, from any rate of compensation for any privilege granted in any public way, public grounds, or other public place set forth by the Department of Transportation; by modifying Section 2-8-050 to direct the Comptroller to exempt items of the Aldermanic Expense Allowance from all municipal rate charges, fees, taxes and fines; by modifying Sections 3-12-020 and 11-12-540 to exempt all property owned, leased or occupied by the City of Chicago, including aldermanic offices, from payment of sewer service and water services, respectively, which was *Referred to the Committee on Finance.*

Presented By

**ALDERPERSON LOPEZ (15th Ward) And
ALDERPERSON SILVERSTEIN (50th Ward):**

Referred -- CALL ON LEADERS OF HAMAS TO IMMEDIATELY AND UNCONDITIONALLY RELEASE ALL LIVING AND DECEASED PERSONS HELD HOSTAGE FOLLOWING OCTOBER 7 ATTACK ON ISRAEL.

[R2024-0009503]

A proposed resolution calling on the leaders in Hamas to recognize Article 3 of the Geneva Convention, which prohibits the taking of hostages, and to immediately release all living and deceased hostages without any preconditions, which was *Referred to the Committee on Health and Human Relations.*

Presented By

**ALDERPERSON LOPEZ (15th Ward)
And OTHERS:**

Referred -- CHICAGO POLICE SUPERINTENDENT SNELLING AND FLEET AND FACILITIES MANAGER HERNANDEZ-TOMLIN DIRECTED TO FACILITATE PURCHASE OF COMMAND VAN FOR IN-FIELD SUPPORT SERVICES AT DEMOCRATIC NATIONAL CONVENTION AND BEYOND.

[Or2024-0009629]

A proposed order, presented by Alderpersons Lopez, Beale, Chico, Lee, Quinn, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cardona, Waguespack, Villegas, Sposato, Napolitano, Reilly, and Gardiner, directing Chicago Police Superintendent Larry Snelling and Commission of Fleet and Facilities Manager Julie Hernandez-Tomlin to facilitate the purchase of a mobile wellness command van to provide in-field support services and respite capabilities for the Democratic National Convention; and to allow the command van to operate post-convention under the direction of a suitable officer-oriented partner organization, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- EXEMPTION OF CANDYLAND FOR THE SWEETS DAYCARE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009441]

A proposed ordinance to exempt Candyland for the Sweets Daycare from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1249 West 63rd Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF STANDARDIZATION OF PORTION OF S. ASHLAND AVE. AS "LULA MAE WILLIAMS WAY".

[O2024-0009594]

Also, a proposed ordinance amending an ordinance previously passed on November 15, 2023, *Journal of the Proceedings of the City Council of the City of Chicago* page 7311, which directed the Commissioner of Transportation to take the necessary action for the standardization of South Ashland Avenue, from East 57th Street to East 58th Street, as "Mother Lula Mae Watson Williams Way", by striking: "Mother Lula Mae Watson Williams Way" and inserting: "Lula Mae Williams Way" in lieu thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON O'SHEA (19th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 9920 S. WESTERN AVE.

[Or2024-0009138]

A proposed order for the issuance of a permit to install a sign/signboard at 9920 South Western Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON TAYLOR (20th Ward):

Referred -- VACATION OF PUBLIC ALLEYS AND OPENING OF PUBLIC RIGHT-OF-WAY WITHIN AREA BOUNDED BY E. 60TH ST., S. DR. MARTIN LUTHER KING JR., DR., E. 61ST ST. AND S. CALUMET AVE.

[O2024-0009598]

A proposed ordinance authorizing the vacation of that part of a north/south 20-foot-wide public alley dedicated by Snow and Dickinson's Subdivision; that part of a north/south 18-foot-wide public alley dedicated in Block 1 of Gunn's Subdivision; that part of a north/south 18-foot-wide public alley together with that part of the north half of an east/west 8-foot-wide public alley dedicated in Block 1 of the subdivision; and that part of the south half of said 8-foot-wide public alley together with that part of a north/south 16-foot-wide public alley dedicated in Block 1 of Parker's Resubdivision of Blocks 1, 2, and 3; and authorizing the opening of the south 16 feet of Lot 4 in Frederick H. Bartlett's Subdivision of Lots 15 through 20, inclusive, in Parker's Resubdivision of Blocks 1, 2 and 3 within the area bounded by East 60th Street, South Dr. Martin Luther King Jr., Drive, East 61st Street, and South Calumet Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF S. WABASH AVE AS "VERLEAN PERKINS AVE".

[O2024-0009171]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 6100 -- 6246 South Wabash Avenue as "Verlean Perkins Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward) And ALDERPERSON CHICO (10th Ward):

Referred -- AMENDMENT OF CHAPTER 9-72 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 9-72-120 AND 9-72-130 ESTABLISHING PILOT PROGRAM IN SPECIFIED AREAS FOR USE OF AUTOMATED ENFORCEMENT SYSTEMS TO RECORD COVERED OFFENSES AND VIOLATIONS.

[O2024-0009626]

A proposed ordinance to amend Title 9, Chapter 72 of the Municipal Code of Chicago by adding new Section 9-72-120 to establish a pilot area on portions of South Keeler Avenue,

South Kostner Avenue, West 32nd Street, East 112th Street and East 134th Street for the purpose of utilizing automated enforcement systems mounted on locations specified by the Department of Transportation to record violations due to the operation of trucks or commercial vehicles prohibited within the pilot area; and by adding new Section 9-72-130 to direct the Chief Information Officer to create and maintain an online database of each street or parts of streets subject to a restriction, limitation or designation; and further, by amending previously passed traffic warning signs which allowed the operation of trucks under five tons within specified areas of the 10th and 22nd Wards, by striking the weight limitation and inserting "no trucks -- at all times -- all days" in lieu thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 23RD WARD WAGE ALLOWANCE ACCOUNT.

[O2024-0009191]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 0017 Wage Allowance Account for the 23rd Ward to meet the necessary obligations that have been or may be incurred during Year 2024, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5764 S. ARCHER AVE.

[Or2024-0009189]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 5764 South Archer Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON TABARES (23rd Ward)
And OTHERS:

Referred -- CALL FOR HEARINGS ON PROGRESS OF LEAD SERVICE REPLACEMENT PROGRAM.

[R2024-0009636]

A proposed resolution, presented by Alderpersons Tabares, Dowell, Yancy, Beale, Chico, Lee, Quinn, Lopez, Moore, Curtis, Rodríguez, Taliaferro, Cruz, Cardona, Waguespack, Conway, Ramirez-Rosa, Villegas, Sposato, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Manaa-Hoppenworth and Silverstein, calling on the Deputy Mayor of Infrastructure, the Deputy Mayor of Intergovernmental Affairs, and the Chief of Staff to the Mayor to testify before the Committee on Environmental Protection and Energy on the City's failure to abide by the Environmental Protection Agency's goal timeline to replace all lead service lines in the city, which was *Referred to the Committee on Environmental Protection and Energy.*

Presented By

ALDERPERSON SCOTT (24th Ward):

Referred -- EXEMPTION OF THE WILL GROUP FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009061]

A proposed ordinance to exempt The Will Group from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4720 West Fifth Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 25.74 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. CERMAK RD.

[O2024-0009623]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsection 25.74 to disallow the issuance of additional alcoholic liquor licenses on West Cermak Road, from South Damen Avenue to South Leavitt Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERPERSON FUENTES (26th Ward):

Referred -- EXEMPTION OF URGILES AUTO REPAIR FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009128]

A proposed ordinance to exempt Urgiles Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3701 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.*

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- STANDARDIZATION OF CORNER OF W. WASHINGTON ST. AND N. HERMITAGE AVE. AS "HONORARY EDNA M. PEARCE WAY".

[O2024-0009193]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southwest corner of West Washington Street and

North Hermitage Avenue as "Honorary Edna M. Pearce Way", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF SECTION 17-6-0403-F OF MUNICIPAL CODE BY REQUIRING SPECIAL USE PERMITS FOR SPORTS AND RECREATION PARTICIPANTS IN PLANNED MANUFACTURING DISTRICT 4A.

[O2024-0009658]

Also, a proposed ordinance to amend Title 17, Chapter 6, Section 0403-F of the Municipal Code of Chicago to require special use approval permits for sports and recreation participants in Planned Manufacturing District 4A, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, 11 proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 520 South California Avenue -- Permit Number 101049714;
[Or2024-0009195]

one sign/signboard at 520 South California Avenue -- Permit Number 101049715;
[Or2024-0009196]

one sign/signboard at 362 West Chicago Avenue -- east elevation;
[Or2024-0009649]

one sign/signboard at 362 West Chicago Avenue -- south elevation;
[Or2024-0009650]

one sign/signboard at 362 West Chicago Avenue -- west elevation;
[Or2024-0009651]

one sign/signboard at 101 West Division Street;
[Or2024-0009194]

one sign/signboard at 1623 West Fulton Street -- Permit Number 101051311;
[Or2024-0009654]

one sign/signboard at 1623 West Fulton Street -- Permit Number 101051312;
[Or2024-0009653]

one sign/signboard at 1623 West Fulton Street -- Permit Number 101051314;
[Or2024-0009652]

one sign/signboard at 1908 West Harrison Street; and
[Or2024-0009655]

one sign/signboard at 2100 West Harrison Street.
[Or2024-0009657]

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Care Manor I L.P. -- 4531 West Washington Boulevard;
[O2024-0009401]

Cine City Studios -- 1414 South Western Avenue;
[O2024-0009471]

Lake Keeler LLC -- 4202 -- 4232 West Lake Street; and
[O2024-0009403]

TASC -- 2320 West Roosevelt Road.
[O2024-0009400]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 710 S. SEELEY AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 710 South Seeley Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard (east elevation) for Permit Number 100991024; and

[Or2024-0009407]

one sign/signboard (north elevation) for Permit Number 101046365.

[Or2024-0009409]

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

Referred -- AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 0100.

[O2024-0009622]

A proposed ordinance to amend the Annual Appropriation Ordinance within Fund Number 0100 Corporate Fund for Year 2024 regarding funding for prior year Assigned and Unassigned Available Resources and funding for the July 2023 Flooding Relief Program, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERPERSON CRUZ (30th Ward):

Referred -- EXEMPTION OF WONDERLAND CHILD CARE CENTER NO. 2 FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009173]

A proposed ordinance to exempt Wonderland Child Care Center Number 2 from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6130 West Belmont Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Barnes & Noble, Inc. -- 1601 North Milwaukee Avenue;
[O2024-0009180]

Peerless Rug Company -- 3024 North Clybourn Avenue; and
[O2024-0009430]

Vosges, Ltd. -- 2950 North Oakley Avenue
[O2024-0009202]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 2501 North Damen Avenue -- Permit Number 101050211;
[Or2024-0009452]

one sign/signboard at 2501 North Damen Avenue -- Permit Number 101050212; and
[Or2024-0009453]

one sign/signboard at 1645 West Fullerton Avenue.
[Or2024-0009455]

Presented By

ALDERPERSON CONWAY (34th Ward):

Referred -- EXEMPTION OF TRANSWESTERN COMMERCIAL SERVICES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009547]

A proposed ordinance to exempt Transwestern Commercial Services LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 181 West Madison Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 33.34 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. BELMONT AVE.

[O2024-0009344]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 33.34 which restricted the issuance of additional package goods licenses on the north side of West Belmont Avenue, from North California Avenue to the North Branch of the Chicago River, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTIES.

Also, two proposed orders authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for rehabilitation

work on the landmark properties at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

2401 -- 2403 North Kedzie Boulevard -- for renovation of existing 13-unit residential building with development of two additional units and conversion of basement into additional units; and

[Or2024-0009642]

3116 -- 3124 West Logan Boulevard -- for reconfiguration and renovation of existing 27-unit residential building into 42 units including a 3-story addition and basement with egress staircase at rear of 3116 West Logan Boulevard building.

[Or2024-0009640]

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward)
And OTHERS:

Referred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT NEXT REGULAR ELECTION REGARDING CHANGE TO COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY MEMBERSHIP; AND AMENDMENT OF MUNICIPAL CODE CHAPTER 2-80 BY MODIFYING VARIOUS SECTIONS REGARDING TERM LIMITS, QUALIFICATIONS, DUTIES, ELECTIONS FOR AND APPOINTMENTS OF COMMISSIONERS FOR COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[O2024-0009670]

A proposed resolution, presented by Alderpersons Ramirez-Rosa, La Spata, Robinson, Yancy, Ramirez, Rodríguez, Fuentes, Ervin and Rodríguez-Sánchez, to initiate and authorize a public question to be submitted to all Chicago voters in a referendum at the regularly scheduled election occurring November 5, 2024 on whether the City of Chicago shall change the relative powers of City officials, and to change the Community Commission for Public Safety and Accountability ("Commission") from a 7-member appointed body to an 11-member body consisting of 9 commissioners elected at the 2027 Chicago municipal election and 2 commissioners appointed pursuant to Chapter 2-80 of the Municipal Code of Chicago; and to amend Title 2, Chapter 8 of the Municipal Code of Chicago by modifying various sections to: (1) establish definition of Marginalized Community as a group whose members have been subjected to racial, ethnic or gender prejudice or as residents of areas of the City that have been historically divested; (2) modify the membership of the Commission from 7 appointed members to 11 members consisting of 9 elected members who shall serve a maximum of three 4-year terms, and 2 members appointed by the Commission who shall serve a maximum of four 2-year terms; (3) establish qualifications which require the elected members to be:

(a) a resident of their district for at least one year preceding election; (b) all commissioners to have at least two years combined experience as a representative, activist, organizer, or counsel on behalf of marginalized communities; (c) be 18 years or older; (d) satisfy Illinois Municipal Code qualifications for elected office; (e) not have been a sworn member of a Police Department, member of Fraternal Order Of Police Lodge Number 7, an employee of the independent Police Review Authority, COPA, or the police board, or a prosecutor or investigator at the Cook county attorney's office; (f) at least one appointed member to be between the ages of 18 to 26; and (g) at least one appointed member to be a family member of an incarcerated or formerly incarcerated person; (4) establish the procedure to appear on the ballot for those wishing to be elected to the Commission and defining the wards which are to be part of the first, second and third districts; and (5) modify the powers and duties of the Commission to include the creation and approval of the Department of Police budget; to negotiate contracts with members of the Department of Police collective bargaining representatives; to issue subpoenas to compel the attendance and testimony of witnesses; to maintain permanent in-house counsel and retain outside counsel to advise on legal issues; and to appoint COPA attorneys to prosecute disciplinary cases, among other things. 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 VILLEGAS (36th Ward):

Referred -- CALL FOR HEARING(S) ON POTENTIAL FOR AND BENEFITS OF EMPLOYEE OWNERSHIP TRANSITION ALTERNATIVE FOR ENTERPRISES THROUGHOUT CITY OF CHICAGO.

[R2024-0009481]

A proposed resolution calling for the Committee on Economic, Capital and Technology Development to hold a subject matter hearing regarding the benefits of employee ownership as an ownership transition alternative to combat the potential closure of businesses and as a valuable mechanism for supporting economic vitality within the City of Chicago, which was *Referred to the Committee on Economic, Capital and Technology Development.*

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier

requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Beats and Baggers -- 905 North California Avenue;

[O2024-0009162]

Car Guys Chicago -- 937 North California Avenue; and

[O2024-0009357]

Santieley's Transport LLC -- 4241 West Grand Avenue.

[O2024-0009259]

Referred -- STANDARDIZATION OF PORTION OF N. MEADE AVE. AS "HONORARY FERNANDO DE LEON WAY".

[O2024-0009457]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of North Meade Avenue, from West Fullerton Avenue to West Grand Avenue, as "Honorary Fernando DeLeon Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- CALL FOR HEARING(S) ON MITIGATING HEALTH AND ENVIRONMENTAL IMPACTS DUE TO TRAFFIC CONGESTION AND POLLUTION IN CITY OF CHICAGO.

[R2024-0009624]

A proposed resolution calling for a subject matter hearing and invite public health experts, environmental scientists, transportation planners, community organizations, and City of Chicago residents to discuss and explore potential solutions to traffic congestion and pollution and development of a comprehensive strategy to mitigate the adverse health and environmental impacts, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- EXEMPTION OF APACHE MOTEL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009369]

Also, a proposed ordinance to exempt Apache Motel from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5535 North Lincoln Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:

Referred -- CALL FOR RESIGNATION OF CHICAGO TRANSIT AUTHORITY PRESIDENT DORVAL CARTER.

[R2024-0009625]

A proposed resolution, presented by Alderpersons Vasquez, La Spata, Yancy, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Curtis, O'Shea, Taylor, Tabares, Sigcho-Lopez, Fuentes, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Napolitano, Reilly, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, calling for the resignation of Chicago Transit Authority (CTA) President Dorval Carter or calling on Mayor Brandon Johnson and Illinois Governor JB Pritzker to name a new CTA president. Two committees having been called, the Committee on Transportation and Public Way and the Committee on Pedestrian and Traffic Safety, the matter was *Referred to the Committee on Committees and Rules.*

Presented By

ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:

Referred -- DESIGNATION OF CATALPA PLAZA AS "ELISE MALARY PLAZA".

[O2024-0009621]

A proposed ordinance, presented by Alderpersons Vasquez, La Spata, Dowell, Robinson, Hall, Lee, Ramirez, Lopez, Coleman, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Ervin,

Taliaferro, Waguespack, Rodríguez-Sánchez, Sposato, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth and Hadden, directing the Commissioner of Transportation to designate the Catalpa Plaza on West Catalpa Avenue, between North Clark Street and North Ashland Avenue, as "Elise Malary Plaza" and install appropriate signage, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 8101 W. HIGGINS RD.

[Or2024-0009620]

A proposed order for the issuance of a permit to install a sign/signboard at 8101 West Higgins Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.178 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF E. ERIE ST., N. RUSH ST. AND E. ONTARIO ST.

[O2024-0009632]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 42.178 which restricted the issuance of additional alcoholic liquor licenses on the south side of East Erie Street, from North Rush Street to North Michigan Avenue; on the east side of North Rush Street, from East Erie Street to East Ontario Street; and on the north side of East Ontario Street, from North Rush Street to North Michigan Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 9-108-010 OF MUNICIPAL CODE BY MODIFYING REFERENCED SECTIONS UNDER DEFINITION OF "COVERED OFFENSE" FOR AUTOMATED PARKING ENFORCEMENT PILOT PROGRAM.

[O2024-0009634]

Also, a proposed ordinance to amend Title 9, Chapter 108, Section 010 of the Municipal Code of Chicago to remove subsection 9-64-190(c) prohibiting the stopping, standing or parking of vehicles in a commercial loading zone from the list of parking or standing violations covered within the pilot area utilizing automated parking enforcement systems, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF SECTION 10-8-332 OF MUNICIPAL CODE BY REQUIRING EVALUATION FOR ATHLETIC EVENTS WHICH DO NOT PRESENT UNREASONABLE RISK TO HEALTH OF PARTICIPANTS, BYSTANDERS, OR CITY PERSONNEL PRIOR TO ISSUANCE OF PERMITS.

[O2024-0009633]

Also, a proposed ordinance to amend Title 10, Chapter 8, Section 332 of the Municipal Code of Chicago to allow for the issuance of permits for athletic events that do not present an unreasonable risk to the health and safety of participants, bystanders, or city personnel during the event, upon such determination by the Commissioner, the Department of Police, the Fire Department or the Office of Emergency Management and Communications, which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, seven proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 10 East Grand Avenue -- Permit Number 101042067;

[Or2024-0009647]

one sign/signboard at 10 East Grand Avenue -- Permit Number 101042070;

[Or2024-0009643]

one sign/signboard at 30 East Hubbard Street;

[Or2024-0009648]

one sign/signboard at 500 North LaSalle Drive;

[Or2024-0009645]

one sign/signboard at 113 East Oak Street;

[Or2024-0009646]

one sign/signboard at 1 West Superior Street -- Permit Number 101027679 -- north elevation; and

[Or2024-0009204]

one sign/signboard at 1 West Superior Street -- Permit Number 101027679 -- north corner elevation.

[Or2024-0009644]

Presented By

ALDERPERSON LAWSON (44th Ward)
And OTHERS:

Referred -- AMENDMENT OF ALCOHOLIC LIQUOR SALE OPERATING HOURS TO BEGIN AT 10:00 A.M. ON JUNE 30, 2024 TO COINCIDE WITH CHICAGO PRIDE PARADE.

[O2024-0009631]

A proposed ordinance, presented by Alderpersons Lawson, Robinson, Lopez, Fuentes, Ramirez-Rosa, Knudsen, Clay, Martin, Manaa-Hoppenworth and Hadden, to amend the allowable hours of operation for retailers of alcoholic liquor on Sunday June 30, 2024 to begin at 10:00 A.M. to meet the demands of celebrants and visitors of the Chicago Pride Parade, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- TRANSFER OF YEAR 2024 FUNDS WITHIN 47TH WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT.

[O2024-0009208]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 0017 Wage Allowance Account or 9008 Aldermanic Expense Account for the 47th Ward to meet the necessary obligations that have been or may be incurred during Year 2024, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF SECTION 2-156-445 OF MUNICIPAL CODE BY PROHIBITING LOBBYISTS FROM MAKING DIRECT OR IN-KIND CONTRIBUTIONS TO MAYOR OR MAYORAL POLITICAL COMMITTEE.

[O2024-0009664]

Also, a proposed ordinance to amend Title 2, Chapter 156, Section 445 of the Municipal Code of Chicago to prohibit any lobbyist or person in which a lobbyist has an ownership interest of more than 7.5 percent from making direct or in-kind contributions to the mayor or the mayor's authorized political committee, or to any candidate for mayor or that candidate's authorized political committee; and to establish fines for violations thereof, which was *Referred to the Committee on Ethics and Government Oversight.*

Referred -- CALL FOR HEARING ON CITY OF CHICAGO'S INELIGIBILITY FOR REHIRE POLICY.

[R2024-0009666]

Also, a proposed resolution calling on the Committee on Ethics and Government Oversight to hold a hearing and invite testimony from representatives from the Department of Human Resources, the Department of Law, and the Office of the Inspector General on the City of Chicago's Ineligibility for Rehire Policy for former city employees, which was *Referred to the Committee on Ethics and Government Oversight.*

Referred -- AMENDMENT OF TITLES 4 AND 10 OF MUNICIPAL CODE BY EXEMPTING PUBLIC PLACE OF AMUSEMENT AND POP-UP RETAIL USER LICENSE REQUIREMENTS FOR SPECIFIED LOCATIONS.

[O2024-0009665]

Also, a proposed ordinance to amend Titles 4 and 10 of the Municipal Code of Chicago by modifying Section 4-156-305 to exempt public places of amusement with two or fewer pool or billiard tables from license requirements pursuant to Article III of this section; by modifying Section 4-212-040 to allow pop-up retail license holders to change the location of operations without obtaining a license for said new location as long as the location is a duly licensed and permitted trade show or exhibition with a sponsor that has obtained a pop-up retail license; and by modifying Section 10-28-805 to change the expiration of sidewalk cafe permits to the date indicated on the underlying retail food establishment, tavern, or limited business license, as applicable, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.49 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. MONTROSE AVE.

[O2024-0009663]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.49 which restricted the issuance of additional alcoholic liquor licenses on West Montrose Avenue, from North Western Avenue to the North Branch of the Chicago River, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- CALL FOR HEARING(S) ON ONGOING EFFORT OF VIOLENCE-PREVENTION ORGANIZATIONS IN CHICAGO.

[R2024-0009667]

Also, a proposed resolution calling on the Committee on Public Safety to hold hearings to discuss gun violence reduction and ongoing efforts of violence-prevention organizations in Chicago, which was *Referred to the Committee on Public Safety.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3620 N. LINCOLN AVE.

[Or2024-0009660]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 3620 North Lincoln Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON HADDEN (49th Ward):

Referred -- EXEMPTION OF FAST MUFFLER LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0009335]

A proposed ordinance to exempt Fast Muffler LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6916 North Clark Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2545 W. DEVON AVE.

[Or2024-0009206]

A proposed order for the issuance of a permit to install a sign/signboard at 2545 West Devon Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (April 17, 2024)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, April 17, 2024 at 10:00 A.M., signed by her as such City Clerk.

Alderperson Harris moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL (April 19, 2024)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Friday, April 19, 2024 at 12:45 P.M., signed by her as such City Clerk.

Alderperson Harris moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

APPOINTMENT OF NICK LUCIUS AS CHIEF INFORMATION OFFICER.
[A2024-0008353]

On motion of Alderperson Villegas, the City Council took up for consideration the report of the Committee on Economic, Capital and Technology Development, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 17, 2024, page 10990, recommending that the City Council *Pass* the proposed

appointment printed on page 10990 concerning the appointment of Nick Lucius as Chief Financial Officer.

On motion of Alderperson Villegas, the said proposed appointment of Nick Lucius as Chief Financial Officer was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

SETTLEMENT AGREEMENT REGARDING CASE OF *BRYAN MEJIA V. CITY OF CHICAGO*.

[Or2024-0008761]

On motion of Alderperson Dowell, the City Council took up for consideration the report of the Committee on Finance, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 17, 2024, pages 10967 and 10968, recommending that the City Council *Pass* the proposed order printed on page 10968, authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Bryan Mejia v. City of Chicago*, cited as Case Number 2021 L 004753 (Cir. Ct. of Cook County), in the amount of $750,000.

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

Yeas -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Harris, Beale, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Nugent, Vasquez, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 37.

Nays -- Alderpersons Chico, Quinn, Lopez, Tabares, Cardona, Villegas, Sposato, Napolitano, Reilly, Silverstein -- 10.

Alderperson Harris 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: *Bryan Mejia v. City of Chicago*, cited as Case Number 2021 L 004753 (Cir. Ct. of Cook County), in the amount of $750,000.

CALL ON MAYOR BRANDON JOHNSON TO REMEDY BY WARD CHOICE WHETHER TO REMOVE SOUND THINKING/SHOTSPOTTER SURVEILLANCE TECHNOLOGY WITH OTHER ASSURANCES AND ADVANCE NOTIFICATIONS TO AFFECTED WARD COUNCIL MEMBERS CHOOSING TO RETAIN SUCH SURVEILLANCE TECHNOLOGY.

[SOr2024-0007759]

On motion of Alderperson Moore, the City Council took up for consideration the report of the Committee on Police and Fire, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 17, 2024, page 11089, recommending that the City Council *Pass* the proposed substitute order printed on pages 11090 through 11092 calling on Mayor Brandon Johnson to remedy by ward choice whether to remove Sound Thinking/ShotSpotter Surveillance technology with other assurances and advance notifications to affected ward council members choosing to retain this surveillance technology.

At this point in the proceedings, Alderperson Ervin motioned to re-refer the proposed substitute order to the Committee on Police and Fire for further deliberation.

Alderperson Lopez moved to lay on the table Alderperson Ervin's motion to re-refer.

Alderperson Beale then stated that the matter before the body was discharged from committee pursuant to Council Rule 41 and therefore a motion to re-refer to committee was out of order and the subsequent motion to lay on the table was not valid.

Alderperson Ervin noted for clarification that the substitute order was not discharged from committee but rather previously deferred and published and was now being called up for consideration in accordance with Council Rule 41 and therefore subject to motions presented by the body.

The Chair concurred with Alderperson Ervin and ruled that pursuant to Rule 41 of the City Council's Rules of Order and Procedure, the substitute order currently before the body is subject to re-referral.

Alderperson Beale moved to appeal the ruling of the Chair.

The Chair stated that the motion to re-refer to committee was not subject to appeal and that the decision of the Chair stands.

The Chair then directed the Clerk to call the roll and the motion to lay on the table Alderperson Ervin's motion to re-refer the substitute order to the Committee on Police and Fire *Failed to Pass* by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Dowell, Beale, Chico, Lee, Quinn, Lopez, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cardona, Waguespack, Conway, Villegas, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 23.

Nays -- Alderpersons La Spata, Robinson, Yancy, Hall, Harris, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 24.

Following further debate on the matter, Alderperson Ervin renewed his motion to re-refer the substitute order to the Committee on Police and Fire.

The Clerk called the roll and the motion to re-refer *Failed to Pass* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Robinson, Hall, Harris, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Knudsen, Clay, Martin, Manaa-Hoppenworth, Hadden -- 23.

Nays -- Alderpersons Hopkins, Dowell, Yancy, Beale, Chico, Lee, Quinn, Lopez, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cardona, Waguespack, Conway, Villegas, Sposato, Nugent, Napolitano, Reilly, Lawson, Gardiner, Silverstein -- 25.

Thereupon, on motion of Alderperson Moore, the said proposed substitute order was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Dowell, Robinson, Yancy, Harris, Beale, Chico, Lee, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Tabares, Scott, Burnett, Taliaferro, Cruz, Cardona, Waguespack, Conway, Villegas, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 34.

Nays -- Alderpersons La Spata, Hall, Ramirez, Rodríguez, Sigcho-Lopez, Fuentes, Ervin, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 14.

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

The following is said substitute order as passed:

WHEREAS, The City of Chicago has a responsibility to ensure that all people within the boundaries of her borders feel safe and secure, whether at home, work, school, and all other activities; and

WHEREAS, It is the role of the Chicago Police Department to utilize all the tools available to them for the safety and well-being of the entirety of Chicago; and

WHEREAS, Mayor Brandon Johnson, being so elected, has a responsibility to appoint a Superintendent of Police to lead in fulfilling the mission of the Chicago Police Department; and

WHEREAS, Mayor Brandon Johnson needs the consent of the duly elected alderpersons to vote and authorize any department head within the Administration, including the Superintendent of Police; and

WHEREAS, The City of Chicago is made up of 50 wards and 22 police districts; and

WHEREAS, Chicago neighborhoods are plagued with shootings and gun violence; and

WHEREAS, The current Superintendent of Police, as well as three former City of Chicago superintendents, have all stated that Sound Thinking/ShotSpotter, is a necessary tool for the City of Chicago as it looks to reduce and help combat crime; and

WHEREAS, Mayor Brandon Johnson made a unilateral decision to remove Sound Thinking/ShotSpotter; and

WHEREAS, Mayor Brandon Johnson made a unilateral decision without consulting the individual alderpersons whose wards currently have Sound Thinking/ShotSpotter being utilized; and

WHEREAS, It is the responsibility of the duly elected alderperson to secure as many resources as possible to uplift and protect their community; and

WHEREAS, Mayor Brandon Johnson and his staff have put at risk the communities that utilize Sound Thinking/ShotSpotter, almost all Black and Brown communities; and

WHEREAS, The communities that do not want Sound Thinking/ShotSpotter in their wards should have the ability to decide whether they want to keep their residents safe; just as the wards utilizing Sound Thinking/ShotSpotter should have the same opportunity; and

WHEREAS, We, the undersigned, believe that Mayor Brandon Johnson has ~~committed a serious overreach in his role and~~ usurped the will of the City Council and their ability to represent constituents as duly elected alderpersons; and

WHEREAS, Mayor Brandon Johnson has removed an important piece of technology needed by our police and first responders, and the local communities that currently have the technology are begging to not only keep this tool but add more to the toolbox as we address gun violence in Black and Brown communities; now, therefore,

To create more transparency regarding Sound Thinking/ShotSpotter; *be ~~Be~~ It Ordered by the City Council of Chicago:*

~~1. The Mayor shall reverse his unilateral decision to remove Sound Thinking/ ShotSpotter; and~~

~~2. The Superintendent shall have an active role in decisions regarding the removal or reallocation of any police resources; and~~

1. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data showing ShotSpotter's accuracy or performance against their core Service Level Commitments in the Chicago contract; and

2. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data showing the quantity of ShotSpotter alerts that have no corresponding call to 911; and

3. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data showing the quantity of ShotSpotter alerts that enabled officers to render aid to a gunshot victim where there was no corresponding call to 911; and

4. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data to compare the average response time for arriving on the scene of a shooting when initiated by a citizen call to 911, versus when initiated by a ShotSpotter alert; and

5. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data on the number of shell casings recovered as a result of a ShotSpotter alert; and

6. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data on the number of weapons recovered by a ShotSpotter alert; and

7. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department collect data on the number of arrests resulting from a ShotSpotter alert; and

8. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department post the above-requested data on a city portal; and

9. During the remaining months of Sound Thinking/ShotSpotter, the Chicago Police Department produce a monthly report on the above-requested data (by police district and/or ward) to be shared with all 50 alderpersons and key people in the administration; and

Be It Further Ordered by the City Council of Chicago:

~~10.~~

1. No alderperson shall be penalized for standing up and requesting to keep his neighborhood safe through the loss of committee or council leadership, loss of project funding, or any other punitive measure by the Mayor or his allies; and

2. Any decisions to remove any violence prevention funding including Sound Thinking/ShotSpotter, from any ward shall notify the City Council in advance and hold a meeting of the Public Safety Committee prior to removal and with a full vote of the council.

MISCELLANEOUS BUSINESS.

At this point in the proceedings, Alderperson Harris noted that Alderperson Beale filed with the City Clerk a motion to discharge from the Committee the following matters:

Ordinance O2023-0004977 amending Municipal Code Chapter 2-8 by deleting and replacing Section 2-8-100 concerning Committee oversight power and by modifying Article IV regarding the Office of Legislative Counsel (Committee on the Budget and Government Operations);

Resolution R2023-0004976 amending Rules 1, 8, 10, 37, 40, 46 and 53 of the City Council Rules of Order and Procedure to include the Office of Legislative Counsel and to allow members to seek counsel on Rules of Order when another member is speaking (Committee on Committees and Rules).

Alderperson Ervin made a point of order that the motion to discharge from committee requires notification of five business days prior to consideration by the City Council or that such notice be filed with the City Clerk by May 15, 2024 and that Alderperson Beale filed his notification with the City Clerk on May 17, 2024 which was untimely and therefore the matters could not be considered at this time.

Alderperson Beale then withdrew his motions to discharge.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Dr. Dorothy Jean Tillman II, accompanied by Dorothy Tillman, grandmother and former 3rd Ward Alderperson; and Jimalita Tillman, mother;

guests in attendance in support of a resolution honoring Jewish American Heritage Month: Lin Novitsky, elder and Holocaust survivor; Susan Evans, Assistant Director of American Jewish Committee; Nicole Wagner, Board President of American Jewish Committee; Kelley Szany, Illinois Holocaust Museum and Education Center, Education and Exhibitions; Bernard Cherkasov, Chief Executive Officer of Illinois Holocaust Museum and Education Center; Rob Romanoff, Chair of Illinois Holocaust Museum and Education Center; Noah Cruickshank, Vice President of Illinois Holocaust Museum and Education Center; Sierra Wolff, Communications Manager of Illinois Holocaust Museum and Education Center; and Jane Charney, Assistant Vice President of Local Government Affairs, Illinois Holocaust Museum and Education Center;

guests in attendance in support of a resolution honoring Haitian Heritage Month: Youri Emmanuel, Consulate General of Haiti in Chicago; Jacques Eugene, President and Chief Executive Officer of Good Samaritan Auto Repair; Lionel Jean-Baptiste, Judge, Cook County Circuit Court; Cyndee Newman, Executive Director of Daughters of Haiti; Daniel Jean, Jr., President of Haitian American Professional Network; Emile Andre, host of Radio L'Union; Dr. Serge Pierre-Louis, Chairman of DuSable Park Coalition; Carl Lemaine, Vice President of Concerned Haitian Americans of Illinois (HAMOC); Elsie Hernandez, Founder and President of Haitian-American Museum of Chicago; Patricia Nabal, President of Haitian American Nurses Association of Illinois; Nicolas Paul, President of DuSable Heritage Association; Fasika Alem, Program Director of United African Organization; Aline Lauture, member of Haitian Congress/Coalition; and first generation Haitian immigrants: Rolande Surpris; Claude Surpris; Merlyn Jose;

guests in attendance in support of a resolution honoring Asian American and Pacific Islander Heritage Month: Grace Chan McKibben, Executive Director of Coalition for a Better Chinese American Community; Grace Pai, Executive Director of Asian Americans Advancing Justice; Dennis Mondero, Executive Director of Chinese Mutual Aid Association; Paul Luu, CEO of Chinese American Service League; Stephen Chung, Deputy Chief of Chicago Police Department; David Gupta, Executive Chairman of SDI Presence; Gene Honda, sports announcer for Chicago White Sox; Kara Eng, author; Hac Tran, member of Uptown Chamber of Commerce; Michael Takada, Chief Executive Officer of Japanese American Service Committee; Nazia Remtula, member of Ismaili Center; Van Huynh, Executive Director of Vietnamese Association of Illinois; Jennifer Pham, member of HAIBAYO; Aurora Austriaco, member of Philippine American Chamber of Commerce; Mayumi Lake, artist, creator of public artwork for new Chicago Transit Authority Red Line Argyle station; and Don Villar, Treasurer of Chicago Federation of Labor;

guests in attendance for the appointment of Nick Lucius as Commissioner of Department of Technology and Innovation: Lauren Lucius, spouse; Hazel Lucius, daughter; Wren Lucius, daughter; Kurt Lucius, father; Doris Lucius, mother; and family members: Mike Armacost and Steph Armacost;

guests in attendance in support of a resolution honoring Older Americans Month: members of the Chicago Department of Family and Support Services' Senior Services;

guests in attendance for a resolution honoring Public Allies: representatives from Public Allies: Mark Payne, Executive Director; Bianca Cotton, Associate Director; AJ Owusu, Director of Pathways and Network Relations;

guests in attendance for Afro-Colombian Recognition Day: representatives from the Office of the Consul-General of Colombia in Chicago: Diego Angulo, Consul-General; Angel Colorado, former Colombian Consul-General; Lina Lara, volunteer Consul; Gladys Lara, Communications; and members of Chicago's Colombian community: Eunice Mina; Ana Castillo; Cristan Mina; Francisco Carillo; Maribel Leon; Carlos Freyle;

students from Dulles Elementary and Sherwood Elementary: Na'Kya Morris; Ar'nae Bonds; Jamar Hall; Adriana Cerro; Markayla Smith; Amya Wiley; Akira Goodrich; London Harris; accompanied by chaperones: Erica Edwards; Alicia Addison; Patsha Williams; Crystal Lathan; Alejandro Cerro; Dominique Jones; Frank McFadden; Brittany Morris; Larry Williams – Dulles, Sarah Kendrick, Art Teacher, Sherwood Elementary;

guests in attendance from Polished Pebbles Girls Mentoring Program at Earle STEM Academy: students: Rihanna Amparan; Dionna Brown; Laveah Adams; Ka-Mya Johnson; Aanais Kyles; Saveah Johnson; Leslie Lester; Patricial Tellez; Tamila Williams; Lyrik Watkins; Ashlyn Mendoza; Jalayah Brown; accompanied by chaperones: Carla Henry; Eboni Barker; Polished Pebbles facilitators: Kelly Fair; Ardis Hatfield-Collins; Kyeal Chester;

guests in attendance from Horace Mann Elementary School civics class: Josue Gabriel; Steven Parnell; Jada Matthews; Earl Evans; Darius Dorsey; students: Cavell Ball; Alon Belony; Jessica Belony; Iyanna Collins; Bria Daniel; Makayla Dunn; Jahzara Gates; Aden Glasper; Antininio Walker; Ahmere Johnson; Adonous McCain; Raniyiaha Orr; Madison Rhone; Jakyla Willingham; Sherrell Parnell; Damiya Ademikan; Zariah Phillippe; Neveah Jeffrey; Layla Ryan; DeAngelo Smith; Andrew Brayboy; Amir White; Dream Dukes; Omiyah Hassan; Destiny Jeffries; Zakenya Ferguson; staff: Chiquita Shed; Tequila Johnson; Colin Tovey; Francesco Russo; Shirley Joiner;

guests in attendance in support of a resolution honoring Kevin Callahan: Kevin Callahan; Mary Archambeau, sister; Hannah Archambeau, niece; Derrick Boylan, friend; Kenneth Buehring, inspector, Troubled Buildings Bureau; from Chicago Department of Buildings: Marlene Hopkins, Commissioner; John Scott, Deputy Commissioner; Irma Rodriguez, Chief of Conservation Bureau; from Building Safety Community Initiative and Strategic Task Force Bureau: Luis Rosado, Supervisor; David Nayman, Supervisor.

Time Fixed For Next Succeeding Regular Meeting.

[O2024-0009672]

By unanimous consent, Alderperson Harris 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, June 12, 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 Harris, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderperson Harris moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, June 12, 2024, at 10:00 A.M., in the Council Chamber in City Hall.

Andrea M. Valencia

ANDREA M. VALENCIA,
City Clerk.